

Agenda
Rio Linda / Elverta Community Water District
Executive Committee

June 12, 2024 @ 6:00 P.M.

Visitors / Depot Center
6730 Front St.
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC.

Public documents relating to any open session items listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection on the counter of the District Office, 730 L St, Rio Linda, CA.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should address the Executive Committee Chair. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability related modification or accommodation to participate in this meeting, then please contact the District office at (916) 991-1000. Requests must be made as early as possible and at least one full business day before the start of the meeting.

Call to Order

Public Comment

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

Items for Discussion:

1. Contract District Engineer's Update.
2. Discuss Extending the Professional Services Agreement with Rawles for Pipe Replacement Project.
3. Discuss Unsolicited Proposal from an Insurance Company for Service Line Replacement Coverage.
4. Discuss Unsolicited, Revised Proposal from Streamline for District Website Services.
5. Discuss Withdrawal from the Water Forum.
6. Discuss Fiscal Year 2024-2025 Preliminary Budget.
 - a. Discuss Confirming Annual Rates Adjustment for July 2024 Pursuant to Resolution 2021-03.
7. Discuss Capital Improvement Projects List Inflation Adjustment.
8. Discuss Expenditures for April.
9. Discuss Financial Reports for April.

Directors' and General Manager Comments:

X – SMUD News, email from Katie Worth.

Items Requested for Next Month's Committee Agenda:

Adjournment

Next Executive Committee meeting: Wednesday, July 10, 2024, Visitors / Depot Center.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance or materials to participate in this meeting, please contact the District Office at 916-991-1000. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and agenda materials.



Executive Committee Agenda Item: 1

Date: June 12, 2024

Subject: General Status Update from the District Engineer

Contact: Mike Vasquez, PE, PLS, Contract District Engineer

Recommended Committee Action:

Receive a status report on specific focus items currently being addressed by the District Engineer.

Current Background and Justification:

Subjects anticipated for discussion include:

1. Well 15 Hexavalent Chromium Treatment
2. 2024/2025 Sacramento County Paving Project (Elkhorn Boulevard between 6th Street and Dry Creek Road)
3. L Street Elevated Tank Cathodic Protection System Replacement
4. Water Loss Standards & Asset Management Questionnaire

Conclusion:

I recommend the Executive Committee receive the status report from the District Engineer. Then, if necessary and appropriate, forward an item(s) onto the June 24, 2024 Board of Directors Meeting agenda with recommendations as necessary.



Executive Committee Agenda Item: 2

Date: June 12, 2024

Subject: Extend Agreement with Rawles Engineering for Pipe Replacement Project

Staff Contact: Mike Vasquez, PE, PLS, Contract District Engineer

Recommended Committee Action:

The Executive committee should engage staff in discussion regarding the work scope, budget, and schedule for extending the agreement with Rawles Engineering for the Pipe Replacement Project on Dry Creek Road, and forward this item onto the June 24, 2024 Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The fully executed Professional Services Agreement (PSA) with Rawles Engineering (Rawles) prescribes the methodology for extending the agreement for additional pipe replacement efforts. The language in the current PSA stipulates such extension needs to be mutually agreeable to both parties (the District and Rawles).

Staff and Rawles have been discussing extending the agreement for replacement of an additional 485 linear feet of water main further south on Dry Creek Road to the Q Street intersection early in fiscal year 2024/2025.

Conclusion:

Extending the agreement with Rawles Engineering for the annual pipe replacement project is prudent because of the efficient agreement extension methodology stipulated in the PSA, and the efficiency, timeliness, and cost effectiveness in which Rawles Engineering has met expectations while performing the construction work previously completed under the PSA.



Executive Committee Agenda Item: 3

Date: June 12, 2024

Subject: Optional Service Line Repair Insurance for District Customers

Contact: Mike Vasquez, PE, PLS, Contract District Engineer

Recommended Committee Action:

The Executive Committee should engage staff in discussion regarding entering into an agreement for customers' service line repairs and replacements

Current Background and Justification:

The District recently received an unsolicited proposal from Utility Service Partners. Recurring interactions with customers having leaks in the service lines inspired staff to listen to the proposal.

The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. This program, essentially a public-private partnership and the only one of its kind endorsed by the NLC, is consistent with the District's mission as summarized below:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing a service that reflects positively on the District
- The program stimulates the local economy by using fully vetted local contractors to complete the repairs.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

NLC Service Line Warranty Program

by



Presentation for
Rio Linda Elverta CWD



NLC Service Line Warranty Program by HomeServe



Offering services for over 20 years



4.8 out of 5 stars customer satisfaction



Program endorsed since 2010

“The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years.”

*Clarence Anthony, Executive Director
National League of Cities*



HomeServe Key Statistics*

- Over **4.8 million** customers
- Over **8.5 million** policies
- Over **1,200** municipal and utility partnerships
- Job serviced **every 34 seconds**
- Customer savings to date: **over \$2 Billion**

* As of January 2023



Aging Infrastructure

Challenging for cities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- District is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them on repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



56% of Americans can't cover a **\$1,000** emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported **having \$500 or less or no money set aside** for a home repair emergency. (Harris Poll/HomeServe 2021)



Solution for Utilities and their Customers



Customers

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates customers about their responsibility for exterior lines



Utilities



Reduces calls to the District; only market via direct mail with District approval before anything is sent



Timely repairs reduce water loss from line breaks; Peace of mind - one call solution for your customers



Turnkey program - provides marketing, billing, claims and customer service



No cost for the District to participate; this is the only Service Line Program endorsed by the NLC

NLC Service Line Warranty Program

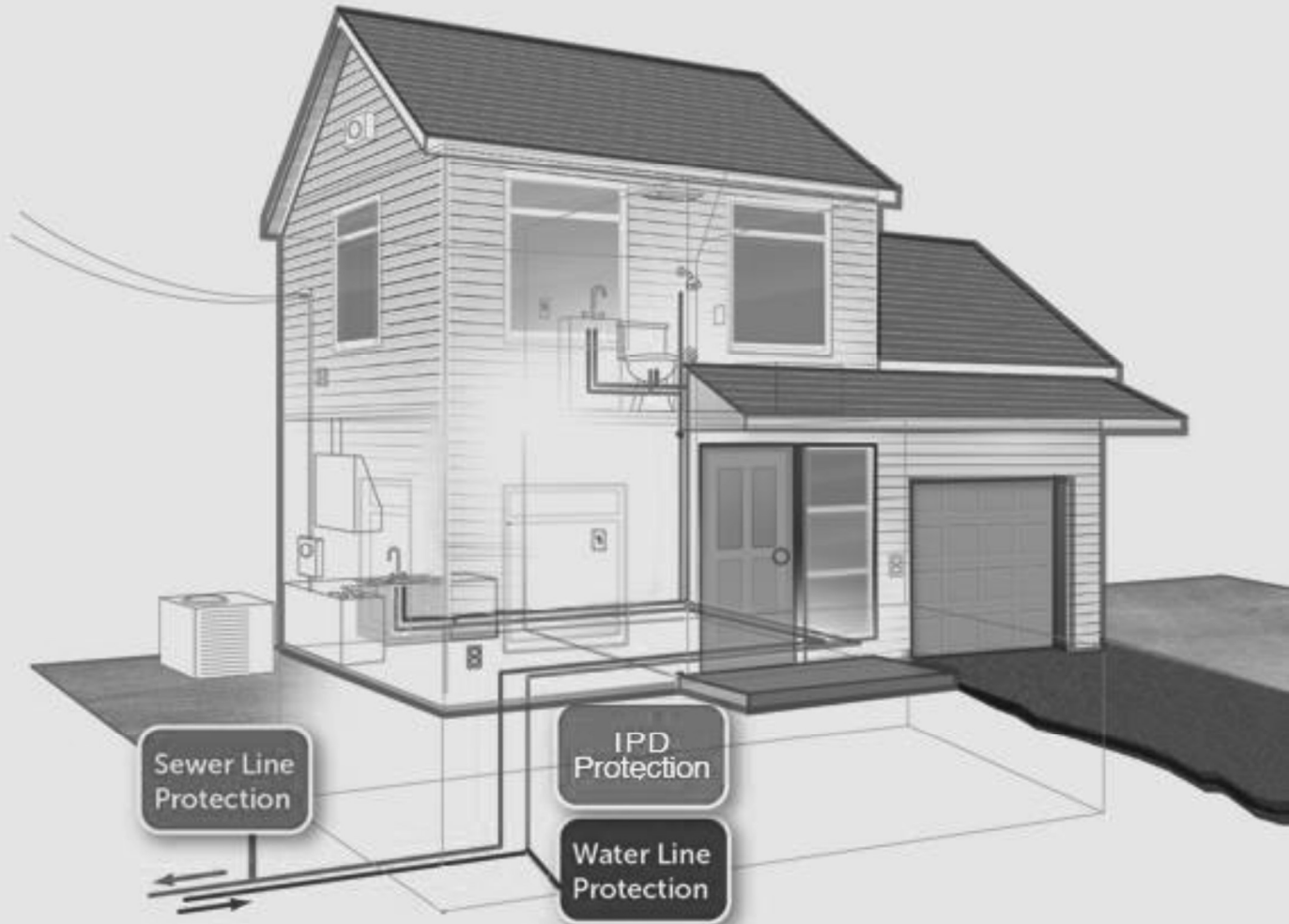
by



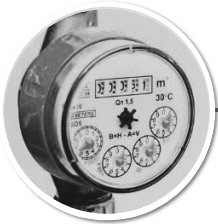
Endorsed by



CITIES STRONG TOGETHER



Optional Homeowner Protection



External Water Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines
\$6.49/mo.



External Sewer Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines
\$11.49/mo.



In-home Plumbing & Drain

Up to \$3,000 per incident on all water, sewer, and drain lines inside the home after point of entry
\$16.49/mo.



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



Homeowner opt in or out at any time - no penalty



Toll-free emergency number available 24 hours a day, 365 days a year



No pre-inspection - 30 day waiting period



Locally based, fully licensed and vetted contractors



Guaranteed repairs

CURRENT CALIFORNIA PARTICIPANTS (34)

City of Antioch
City of Chula Vista
City of Claremont
City of Culver City
City of Daly City
City of Duarte
City of Fillmore
City of Fresno
City of Gustine
City of Imperial Beach
City of Laguna Beach
City of La Habra
City of Lemon Grove
City of Los Angeles
City of Rialto
City of San Diego
City of Santa Paula

City of Stockton
City of Vallejo
City of West Covina
Town of Yountville
City of Yuba City
Alameda County Water District
California Water Service Company
Contra Costa Water District
Crestline Village Water District
Diablo Water District
East Valley Water District
Golden State Water Company
Great Oaks Water Company
Liberty Utilities Park Water & Apple Valley
San Bernardino Municipal Water District
San Jose Water Company
Woodlands Municipal Water District



Questions?

For more information contact:

Bill Coffey
Regional Director

Bill.Coffey@homeserveusa.com
503-597-9171

NLC Service Line
Warranty Program by  HomeServe®



MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the Rio Linda Elverta Community Water District (“**District**”), and SLWA Insurance Services (“**SLWA**,” and together with District, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the District own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, District desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** District grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **District Obligations.**

A. **Grant of License.** District grants to SLWA a license (“**License**”) to use District’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by District or its affiliates (“**Marks**”), which may include the use of District’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to District’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. In consideration of SLWA’s marketing activities, District shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that District extends a similar license to a competitor of SLWA during the Term, District shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

- i. If District elects to do so, District may provide SLWA with “zip code” data for Customers in an agreed-upon format. If District further elects to do so, District may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by District, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by District to SLWA, Customer Data shall remain District’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.
- ii. **Data Processing Addendum.** In the event that District provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is

incorporated herein by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, District may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by District to SLWA, District warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. District is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

5. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

6. **Ruling and/or Code Change.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a District, or other instrumentality of the United States, or any state, county, District, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of District, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys’ fees, in connection with such participation.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. Anti-Bribery and Corruption.

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of District, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

10. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

11. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: District:
 Rio Linda Elverta Community Water District
 ATTN: Tim Shaw
 PO Box 400
 Rio Linda, CA 95673
 email: gm@rlcwd.com
 Phone: (916) 991-1000

To: SLWA:
 SLWA Insurance Services
 601 Merritt 7, 6th Floor
 Norwalk, CT 06851
 Attention: Michael Backus, Chief Growth Officer
 email: michael.backus@homeserveusa.com
 Phone: (203) 840-8276

With a copy to:
Legal Department
email: legal@homeserveusa.com

12. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

13. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

14. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

15. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of California, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in California, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

16. **Business Partner Code of Conduct.** SLWA and District are committed to conducting their business activities with the highest standards of honesty and integrity. District acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and District agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should District suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, District shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

SLWA INSURANCE SERVICES

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Growth Officer

Exhibit A

Marketing Agreement

Rio Linda Elverta Community Water District
Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Conditions.** Use of District's Marks in accordance with Section 2.A of the Agreement.
- III. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date but is subject to change at SLWA's sole discretion. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 6.49 per month)
 - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
 - ii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 11.49 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 16.49 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- IV. **Marketing Campaigns.** SLWA shall have the right to conduct up to six (6) campaigns per year through such channels as may be mutually agreed by the Parties.



Executive Committee Agenda Item: 4

Date: June 12, 2024
Subject: Revised Unsolicited Proposal from Streamline Website Services
Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the revised proposal from Streamline and provide direction to staff.

Current Background and Justification:

Earlier this year, the District received an unsolicited proposal from Streamline for website redesign and maintenance. The Streamline proposal was reviewed at the Executive Committee. The Committee previously observed that Streamline's original proposal was for significantly more money than the current service provider and directed staff to respond to Streamline accordingly.

Streamline has now revised their quote to be less than 1/3 of its original proposal. The annual charge would be close to what the District currently pays for webmaster services.

Conclusion:

The Executive Committee should consider forwarding this item and the revised Streamline quote onto an upcoming Board agenda .



Streamline Platform - Subscription Agreement

CUSTOMER: **Rio Linda Elverta Community Water District**

ORDER DATE: **05 / 23 / 2024**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#). W9 is available online. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

SUBSCRIPTION ORDER:

Name	Price
Compliance Basics	\$100.00

One-Time Build Costs: **\$1500**

Invoice Frequency: **Monthly**

Additional Billing Details: **N/A**

Order #: **17734903215**

Original Order? **Original**

07/ 01 / 2024

Billing Start Date:

Paying with check?

Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:

Billing Address:

City, State, Zip:

Phone:

Email:

Streamline:

Name:

Title:

Date:

Signature:

Customer:

Name:

Title:

Date:

Signature:



STREAMLINE

21
(916) 900-6619

info@getstreamline.com

www.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816



What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the “box”).
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to “upgrade” your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can’t figure out how to send your question? That’s ok, you’ll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.



Executive Committee Agenda Item: 5

Date: June 12, 2024
Subject: Withdrawal from Participation in Water Forum Negotiations
Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Engage staff in discussion regarding consideration of discontinuing participation in negotiations for a Water Forum successor agreement.

Current Background and Justification:

The District is a signatory to the Water Forum Agreement. Inclusive to the Water Forum Agreement is a purveyor specific agreement (PSA). The District's PSA stipulates it will participate in negotiations for a successor agreement. As such, the General Manager has been participating in Water Forum meetings for the past several years.

When the District began its involvement with Water Forum, funding for the District's participation was stipulated to be via Sacramento County Zone 13 tax, a per parcel tax levied by the County on each property within the District's service area. Within the past year, Sacramento County representatives at the Water Forum meetings have conveyed that Zone 13 funding is no longer sufficient, i.e. costs have risen higher than funding. As such, Water Forum staff have promulgated a supplemental annual charge to be allocated to all water purveyors currently participating in the Water Forum successor agreement negotiations. In April 2023, the RLECWD voted unanimously to decline the Water Forum request for supplemental funding.

Conclusion:

I recommend the Executive Committee engage staff in discussion. Then, if deemed necessary and appropriate, forward an item onto the June 24th Board agenda with the Committee's recommendation for approval.

WATER FORUM AGREEMENT

INTRODUCTION

The Water Forum is a diverse group of business and agricultural leaders, citizens groups, environmentalists, water managers, and local governments in Sacramento county. In 1995 they were joined by water managers in Placer and El Dorado counties.

This group of community leaders and water experts has determined that unless we act now, our region will be facing water shortages, environmental degradation, groundwater contamination, threats to groundwater reliability, and limits to economic prosperity. Well intentioned but separate efforts by individual stakeholders had left everyone in gridlock.

Joining together over six years ago, these leaders have devoted tens of thousands of hours researching the causes of this gridlock, agreeing on principles to guide development of a regional solution and negotiating the *Water Forum Agreement*. This diverse group agrees that the only way to break this gridlock is to implement a comprehensive package of linked actions that will achieve two coequal objectives:

Provide a reliable and safe water supply for the region's economic health and planned development to the year 2030;

AND

Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

During these six years, stakeholder representatives continually presented draft

proposals to their boards to obtain their ongoing feedback. In addition, the Water Forum has conducted over one hundred meetings with community organizations, chambers of commerce, citizens advisory councils, civic groups, resources agencies, statewide environmental groups, and federal and state water users to solicit their input to the proposals under consideration.

The comprehensive *Water Forum Agreement* allows the region to meet its needs in a balanced way through implementation of seven elements. These elements include detailed understandings among stakeholder organizations on how this region will deal with key issues such as groundwater management, water diversions, dry year water supplies, water conservation, and protection of the Lower American River.

The *Agreement* also provides important provisions assuring each signatory that as it fulfills its responsibilities, other signatories will also be honoring their commitments. For example, all the stakeholder representatives are now working together on one of the key assurances — an updated standard for the Lower American River.

All of the hard-earned understandings that have been forged over the past six years are included in the Memorandum of Understanding for the *Water Forum Agreement*. Signed by each of the stakeholder organizations, this MOU creates the overall political and moral commitment to the *Agreement*. These assurances will be supplemented by other specific actions such as contracts, joint powers authorities, water rights actions, etc.

But the signing of the MOU will not be enough. The stakeholder organizations realized that this new culture of cooperation and collaboration created by the Water Forum will not last over time if it is not protected. They are concerned that changing conditions could threaten the foundations of the *Agreement*. They respect that consensus was possible only when they could understand the interests of others as well as their own.

To make the *Agreement* work over time, the stakeholders have created the Water Forum Successor Effort to maintain relationships, provide an early warning system for potential problems and creatively resolve issues as they arise.

That comes from the wisdom of the Water Forum. It is also a gift to the region. It's an example of how we can make our region a better place to live by hard work, mutual respect and innovative ideas.

WHY DO WE NEED AN AGREEMENT — WHAT IS BROKEN?

Water Shortages

Unless adequate water supplies are made available, many existing residents, businesses and agriculture will suffer shortages during California's periodic droughts. Inadequate water supplies would also limit our economic development.

The Sacramento area, the surrounding region, and the Lower American River all suffered some effects during the 1976 - 1977 drought. Since 1977 our population and water demands have increased significantly.

As the region continues to grow, it is important for us to plan for water needs, including what will happen in future droughts.

If we don't face this challenge, the next drought will be much more serious.

Lower American River

The Lower American River is nationally recognized for its beauty, fisheries and recreation. Each year there are over five million visitor-days recorded for the American River Parkway. We need to find ways to protect the River for our enjoyment and for generations to come.

Groundwater Reliability Threatened

Over reliance on wells in some areas has lowered the water table as much as 90 feet. If nothing is done, the problem will get worse; pumping costs could double; some shallow wells could go dry. Also, past actions have contaminated parts of our groundwater basins. Unless we continue to contain and correct these problems, additional wells that provide our drinking water could become contaminated.

Water Reliability At Risk

Some suppliers obtain all of their water from surface sources; other suppliers get their water solely from wells. There are always some disadvantages to having only one source of supply. We will have a more reliable supply if most of the suppliers have multiple sources of water.

WHAT HAS HELD UP SOLUTIONS TO OUR PROBLEMS?

Here in the American River watershed, the biggest stumbling block to balanced water solutions is that individual groups — water suppliers, environmentalists, local governments, business groups, agriculturalists, and citizen groups — have been independently pursuing their own water objectives — without much success. In many cases, competition among groups has

generated protests, lawsuits and delay. Even though millions of dollars had been spent in the past decade pursuing single purpose solutions, there was little to show for these fragmented efforts.

HOW THE WATER FORUM IS USING INTEREST BASED NEGOTIATION TO “GET TO YES”

The stakeholder representatives chose to approach their long standing conflicts as a formal mediation, using an innovative process known as interest-based negotiation. This conflict resolution method requires negotiators to initially put aside their traditional demands (“positions”) and instead focus on the underlying reasons (“interests”) behind both their own and their adversaries’ concerns. This creative approach resulted in a *Water Forum Agreement* that will meet the needs of all stakeholders.

WATER FORUM SUCCESSOR EFFORT

Signing the *Water Forum Agreement* does not mean that stakeholders can go back to doing business as usual. The *Water Forum Agreement* will be implemented over the next three decades. There will be many changed circumstances that we cannot now foresee. It is critical that all signatories participate in the Water Forum Successor Effort and maintain their commitment to interest-based bargaining. This will allow each stakeholder organization to get its needs met while respecting and working to meet the needs of others.

ENVIRONMENTAL REVIEW

An important part of this process was identifying the environmental impacts of the *Agreement*. Therefore, the Water Forum also completed an Environmental Impact Report (EIR) that identifies impacts and potential mitigation measures. The Water Forum EIR is a Programmatic level EIR that analyzes the cumulative impacts of all elements of the *Water Forum Agreement*. Individual water supply projects will still have their own compliance requirements for the California Environmental Quality Act (CEQA), and where applicable, the National Environmental Policy Act (NEPA), the federal Endangered Species Act and the California Endangered Species Act.

SUMMARY OF SPECIFIC AGREEMENTS FOR STAKEHOLDER ORGANIZATIONS

The *Water Forum Agreement* includes Specific Agreements which detail what benefits each Stakeholder Organization will receive and what it will do to receive those benefits.

Summarized here are the agreements specific to each Stakeholder Organization.

WATER SUPPLIERS

It should be noted that although each purveyor's Specific Agreement includes commitments to the entire *Water Forum Agreement*, summarized here are just those water supply details specific to each purveyor.

Carmichael Water District (CWD) will divert and use up to their license amount of 14,000 acre feet. By the year 2030, it is most likely that the water demand for the District will be reduced to their historic baseline level of 12,000 acre feet by implementation of Urban Water Conservation Best Management Practices. Signatories to the *Water Forum Agreement* acknowledge and agree that CWD shall not relinquish control of or otherwise abandon the right to any quantity it has foregone delivery and/or diversion of under this *Agreement*, and shall retain the right (if any) to transfer that water for other beneficial uses, after that water has served its purpose of assisting in the implementation of the Improved Pattern of Fishery Flow Releases, for diversion or rediversion at, near, or downstream of the confluence of the Lower American River and the Sacramento River. The signatories also recognize that any such transfer of water by CWD must be in accordance with applicable provisions of federal and state law.

Citizens Utilities Company of California

(CUCC) has six service areas within the metropolitan area of Sacramento County, located within the North Central area, the South County Municipal and Industrial (M&I) area, and the City of Sacramento's American River water rights place of use (POU) area. CUCC also provides water service in Placer County for the Sabre City Mobile Home Park and is the exclusive franchisee for water service in western Placer County.

CUCC has contracted with the City of Sacramento to use 2,580 acre feet annually from the City's E. A. Fairbairn Water Treatment Plant and the Sacramento River Plant for use in their Southgate service area, which is also within the City's POU.

For other CUCC service areas within the POU which include the Arden area, a portion of the Rosemont area, and a portion of the Parkway area, when a contract with the City of Sacramento for delivery of surface water beyond the existing contract for the Southgate area is proposed, signatories to the *Water Forum Agreement* will meet in good faith with the objective to develop mutually acceptable provisions consistent with the two coequal objectives of the *Water Forum Agreement*.

CUCC will also contract for use of a portion of the surface water provided from the Placer County Water Agency (PCWA) for use in the north central area of Sacramento County.

CUCC will contract for use of a portion of the surface water provided through the County of Sacramento/Sacramento County Water Agency for its service area in the south portion of Sacramento County.

CUCC will also continue to use groundwater to meet needs in each of its service areas.

City of Folsom (Folsom) will increase its average and wet year American River diversions from an agreed upon baseline amount of 20,000 acre feet to a year 2030 level of 34,000 acre feet. In drier years, Folsom will divert and use a decreasing amount of surface water from 34,000 AF to 22,000 AF (or the equivalent, see example below) in a three stage stepped and ramped reduction in proportion to the decrease in the March through November unimpaired inflow to Folsom Reservoir, from 950,000 to 400,000 AF.

Under stage 1, Folsom will divert a decreasing amount from 34,000 AF to 30,000 AF in proportion to the decrease in March through November when the unimpaired inflow to Folsom Reservoir is greater than 870,000 AF but less than 950,000 AF.

Under stage 2, Folsom will divert 27,000 AF when the March through November unimpaired inflow to Folsom Reservoir is greater than 650,000 AF but less than or equal to 870,000.

Under stage 3, Folsom will divert 22,000 AF when the March through November unimpaired inflow to Folsom Reservoir is equal to or greater than 400,000 AF but less than or equal to 650,000 AF.

In the driest years, when the March through November unimpaired inflow to Folsom Reservoir is less than 400,000 AF, Folsom will reduce diversions (or the equivalency, see example below) to 20,000 AF. Also, Folsom will reduce diversions in the driest years by encouraging additional, extra-ordinary conservation to effectively achieve a reduction to 18,000 AF.

As an example of how Folsom will meet its needs during the drier and driest years, Folsom will reduce diversions by imposing additional

conservation levels, and will continue to divert water from Folsom Reservoir for the balance of their needs. However, Folsom will enter into agreements with other suppliers that have access to both surface water and groundwater for an equivalent exchange of the amount of reduction needed by Folsom as outlined above in the three stages of reduction. Under these arrangements, those suppliers will use groundwater in lieu of surface water equivalent to the amount that Folsom will continue to divert.

City of Galt (Galt) will use groundwater to meet its projected year 2030 demands. The sustainable yield of the Galt Area groundwater basin will be enhanced by South Sacramento County agriculture's use of surface water diverted from the Folsom South Canal in years when the March through November unimpaired flow into the Folsom Reservoir is greater than 1,600,000 acre feet.

Galt has also agreed to participate in the development of a groundwater management arrangement for the Galt Area.

City of Roseville (Roseville) will increase its average and wet year American River diversions from a baseline level of 19,800 acre feet to a year 2030 level of 54,900 acre feet. In drier years, Roseville will divert and use a decreasing amount of surface water from 54,900 acre feet to 39,800 acre feet by additional conservation, using groundwater, and using reclaimed water. Additionally, Roseville will enter into an agreement with the Placer County Water Agency (PCWA) for replacing up to 20,000 AF of water to the river in drier and driest years, from reoperation of PCWA's Middle fork Project reservoirs.

City of Sacramento (City) Currently the 310 cubic feet per second diversion capacity at the Fairbairn Water Treatment Plant (FWTP) is constrained to 155 cubic feet per second by the City's ability to treat the water.

The City may rehabilitate its FWTP diversion facility and expand its FWTP treatment capacity by another 100 million gallons per day. This will allow the City to divert and treat an additional 155 cubic feet per second consistent with the terms described below. Concurrent with the expansion of the FWTP the City will also construct other facilities such as expansion/rehabilitation of Sacramento River Water Treatment Plant and river intake to assure that a reliable alternative supply (groundwater, pumpback and/or diversion from the Sacramento River) is available whenever it is needed.

During periods when the LAR flows are sufficient (i.e. above the “Hodge” standard), the City could fully use its increased diversion capacity at FWTP. In drier periods when the LAR flows were not sufficient (i.e. below the “Hodge” standard), the City could divert from a new diversion site near the mouth of the American River and pump the water back to the FWTP for treatment, use groundwater or divert and use water from the Sacramento River.

Additional diversions from the Sacramento River and groundwater in the north area will also be used by the City to meet year 2030 demands.

County of Sacramento/Sacramento County Water Agency (County/SCWA) supplies water in seven separate retail service areas within the unincorporated area. County retail service areas vary in size from as few as 30 connections in the smallest area to more than 17,000 connections in the Laguna/Vineyard service area.

SCWA is responsible for providing wholesale water to an area of the Laguna, Vineyard, and Elk Grove communities commonly referred to as “Zone 40.” The long term Master water Plan for Zone 40 is based on meeting present and future water needs through a program of conjunctive use of groundwater and surface water.

The County/SCWA will divert surface water, both firm (45,000 acre feet) and intermittent water, up to 78,000 acre feet in total from near the mouth of the American River or from the Sacramento River. The County/SCWA will also use groundwater on a conjunctive basis to meet the balance of its need. SCWA’s water demand is projected to be 87,000 acre feet by the year 2030.

The County/SCWA has also agreed to participate in the development of a groundwater management arrangement for the South Area.

Del Paso Manor Water District (DPMWD) will use groundwater to meet their year 2030 demands until such time as DPMWD and the City of Sacramento enter into an agreement for delivery of surface water from the City’s system to DPMWD. DPMWD has a contract with the City for 2,460 acre feet of the City’s American River entitlement. Water supply facilities need to be constructed for delivery of City water to DPMWD.

Negotiations on specific conditions for delivery of surface water under this contract will be undertaken by the Successor Effort and DPMWD.

Florin County Water District (FCWD) will use groundwater to meet their year 2030 demands until such time as FCWD and the City of Sacramento enter into an agreement for delivery of surface water from the City’s system to FCWD. FCWD is located within the place of use for the City of Sacramento’s American River entitlement.

Negotiations on specific conditions for delivery of surface water under this contract will be undertaken by the Successor Effort and FCWD.

Natomas Central Mutual Water Company (Natomas) will meet demands to the year 2030 for the Sacramento County portion of Natomas with surface water from the

Sacramento River and from groundwater pumping. Groundwater pumping will only be implemented as part of a conjunctive use program which would preserve the groundwater table.

Natomas will consolidate several of its Sacramento River diversions into an upgraded diversion with a new fish screen which meets the Fish and Wildlife Service's screening criteria. Natomas will form a partnership with other parties to interconnect the Sacramento River with the San Juan/Northridge pipeline from Folsom Reservoir. Signatories' support for this water connection is subject to the provisions of Section Four, III of the *Water Forum Agreement*, Sacramento River Supply for North Sacramento County and Placer County.

Northridge Water District (Northridge) will divert up to 29,000 acre feet of Placer County Water Agency (PCWA) water, for an interim ten year period, in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 950,000 acre feet. The amount diverted will also be consistent with the water delivery schedule provided for in the Northridge-PCWA Contract, which allows annually increasing diversions up to 24,000 acre feet per year during the interim ten year period.

At any time during this ten-year period, if Northridge is able to take delivery of Sacramento River water through a Sacramento River pipeline, Northridge will thereafter divert water from the Sacramento River (and not from the Folsom Reservoir) in those years when the projected March through November unimpaired inflow into Folsom Reservoir is less than 1,600,000 acre feet.

After the ten year period, unless the State Water Resources Control Board issues a subsequent order, Northridge will divert water up to 29,000 acre feet annually from Folsom Reservoir under the Northridge-PCWA contract

only in years when the projected March through November unimpaired inflow into Folsom Reservoir is greater than 1,600,000 acre feet.

Placer County Water Agency (PCWA) Note: The following surface water provisions are operative contingent on the resolution of the remaining issues described in the last paragraph of this summary of the PCWA Specific Agreement.

PCWA would increase its average and wet year American River diversions from a baseline level of 8,500 acre feet to a year 2030 level of 35,500 acre feet.

During drier years, PCWA would divert and use 35,500 AF from the American River. In these drier years, PCWA would also replace water to the River from reoperation of its Middle Fork Project (MFP) reservoirs in the following amounts:

When Unimpaired inflow to Folsom Reservoir is:	PCWA Will Release This Amount (reoperation):
950,000 AF	0 AF
400,000 AF	27,000 AF

The amount of water released to the River from reoperation of the MFP reservoirs between 950,000 AF and 400,000 AF would be in linear proportion to the amounts shown above.

PCWA would make the releases contingent on: 1) its ability to be reimbursed for its release of water on terms acceptable to PCWA; 2) PG&E's agreement to such reoperation until the present power purchase contract with PG&E expires (presently anticipated by year 2013); and 3) PCWA's determination that it has sufficient water in its reservoirs to make the additional releases to mitigate conditions in dry years without jeopardizing the supply for PCWA's customers. (Note: Operational

modeling for PCWA based on historical hydrology and projected 2030 requirements as set forth in the *Water Forum Agreement* has shown that reoperation water should be available for such release and sale without drawing MFP reservoirs below 50,000 acre-feet.)

The source of this replacement water in drier years would be water not normally released in those years from the PCWA Middle Fork Project.

PCWA would also divert and use 35,000 AF from the Sacramento and/or Feather Rivers if exchanges of equal amounts can be made with others under terms acceptable to PCWA.

Remaining issues which are being negotiated are: 1) environmentalists' support for PCWA pumps at Auburn, 2) how water conservation Best Management Practice #5 (Large Landscape Water Audits and Incentives for Commercial, Industrial, Institutional and Irrigation Accounts) will be implemented, 3) environmentalists' support for conditions related to release of replacement water in drier and driest years.

Rio Linda/Elverta Community Water District (RLECWD) The 2030 projected water demand within the present geographical boundary of RLECWD is 17,035 acre feet. This projected demand is included in the North Central Group of Municipal and Industrial Purveyors which also includes a portion of the Citizens Utilities Company, a portion of the Arcade Water District, McClellan AFB and Northridge Water District.

The RLECWD acknowledges that decisions on how to maintain the long-term sustainable yield of the North area groundwater basin will be made by the Sacramento North Area Groundwater Management Authority (SNAGMA) with representation of the RLECWD on the SNAGMA's governing board consistent with the joint powers agreement establishing SNAGMA.

As the purveyor of municipal and industrial water within its current and future expanded boundaries, RLECWD will construct appropriate facilities to meet its 2030 projected peak period water demand.

If SNAGMA determines that it is necessary to acquire surface water for use within SNAGMA's boundaries, the District will cooperate with the Water Forum Successor Effort, SNAGMA, and other affected agencies to obtain the surface water to be used as part of SNAGMA's groundwater management program.

The District acknowledges that the *Water Forum Agreement* does not provide for a baseline quantity of groundwater. The District also acknowledges its responsibility for sharing in the cost to acquire surface water supplies if SNAGMA determines such supplies are necessary to maintain the long-term sustainable yield of the Sacramento North area groundwater basin.

Sacramento Municipal Utility District (SMUD) will increase its average and wet year American River diversion from a baseline level of 15,000 acre feet to a year 2030 level of 30,000 acre feet. In drier years, SMUD will reduce diversions by up to 15,000 acre feet by reducing their demand and by using groundwater.

SMUD and the County of Sacramento have begun negotiations for purchase by the County and transfer from SMUD of a 15,000 acre foot block of SMUD's U.S. Bureau of Reclamation contract. A portion of the payments to SMUD from the County would be used to construct groundwater facilities that would be operated and maintained by the County. Groundwater from these wells would be available as an alternative supply for SMUD to meet increased demands in the drier and driest years.

SMUD is also planning on constructing additional co-generation facilities at locations

**Interagency Agreement
For Cost-Sharing the Fiscal Year (FY) 2023-24 and FY 2024-25
Water Forum 2.0 Agreement for the City of Sacramento, on behalf of the
Sacramento City-County Office of Metropolitan Water Planning**

THIS AGREEMENT is made and entered into on July 1, 2023, by the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning (CCOWMP), as known as the “Water Forum”); and among the agencies listed below in **Table 2** and **Table 3**.

Table 1 provides the total potential contribution to the Water Forum 2.0 Project from funding sources outside of the Water Forum’s annual operating budget. The costs have been distributed by the partners based on a negotiated amount. Several parties, as noted, are providing funding as shown in **Table 2** for FY 23-24 and FY 24-25; and for FY 23-24 only as shown in **Table 3**. In addition, several agencies are listed in **Table 1** that are not party to this agreement, but that are contributing to the Water Forum 2.0 Project and are covered under separate agreements (**Section III**). Please see **Attachment 1** for information on the Water Forum 2.0 Project scope and budget.

Table 1. Water Forum 2.0 Project Contributions By Agency Per Fiscal Year			
Agency	Amount		
	FY 23-24	FY 24-25	Total
California-American Water Company	\$58,100	\$58,100	\$116,200
Carmichael Water District	\$16,530	\$16,530	\$33,060
Citrus Heights Water District ²	\$28,629	\$28,629	\$57,258
City of Folsom	\$32,124	\$32,124	\$64,248
City of Folsom (Ashland) ²	\$1,455	\$1,455	\$2,910
City of Roseville	\$52,208	\$52,208	\$104,415
City of Sacramento, Department of Utilities	\$86,571	\$86,571	\$173,141
Del Paso Manor Water District	\$2,441	\$2,441	\$4,881
East Bay Municipal District (EBMUD) ¹	\$12,000	\$12,000	\$24,000
El Dorado County Water Agency (EDCWA)	\$5,705	\$5,705	\$11,410
El Dorado Irrigation District	\$50,506	\$50,506	\$101,013
Fair Oaks Water District ²	\$20,289	\$20,289	\$40,578
Golden State Water Company	\$24,217	\$24,217	\$48,434
Orange Vale Water Company ²	\$6,124	\$6,124	\$12,248
Placer County Water Agency	\$16,324	\$16,324	\$32,649
Sacramento Area Flood Control District (SAFCA) ¹	\$20,000	\$20,000	\$40,000
Sacramento County Water Agency	\$58,333	\$58,333	\$116,666
Sacramento Municipal Utilities District (SMUD)	\$12,000	\$12,000	\$24,000
Sacramento Suburban Water District	\$51,699	\$51,699	\$103,398
San Juan Water District (in Sacramento County) ²	\$15,246	\$15,246	\$30,491
Total	\$570,500	\$570,500	\$1,141,000
¹ EBMUD and SAFCA are not parties to this agreement. Funding will be provided under a separate agreement. Please see Section III for additional information.			
² The parties have committed to fund the Water Forum 2.0 Project for FY 23-24 only and will consider FY 24-25 funding in June 2024 consistent with Table 1 .			

Section I.

Funding Commitment: The following parties have committed to fund the Water Forum 2.0 Project for FY 23-24 and FY 24-25 (Table 2).

Table 2. Water Forum 2.0 Project Contributions for FY 23-25			
Agency	Amount		
	FY 23-24	FY 24-25	Total
California-American Water Company	\$58,100	\$58,100	\$116,200
Carmichael Water District	\$16,530	\$16,530	\$33,060
City of Folsom	\$32,124	\$32,124	\$64,248
City of Roseville	\$52,208	\$52,208	\$104,415
City of Sacramento, Department of Utilities	\$86,571	\$86,571	\$173,141
Del Paso Manor Water District	\$2,441	\$2,441	\$4,881
El Dorado County Water Agency (EDCWA)	\$5,705	\$5,705	\$11,410
El Dorado Irrigation District	\$50,506	\$50,506	\$101,013
Golden State Water Company	\$24,217	\$24,217	\$48,434
Placer County Water Agency	\$16,324	\$16,324	\$32,649
Sacramento County Water Agency	\$58,333	\$58,333	\$116,666
Sacramento Municipal Utilities District (SMUD)	\$12,000	\$12,000	\$24,000
Sacramento Suburban Water District	\$51,699	\$51,699	\$103,398
Total	\$466,758	\$466,758	\$933,516

The following parties have committed to fund the Water Forum 2.0 Project for FY 23-24 only (Table 3) and will consider FY 24-25 funding in June 2024, consistent with Table 1.

Table 3. Water Forum 2.0 Project Contributions for FY 23-24 only	
Agency	Amount
	FY 23-24
San Juan Water District Consortium¹	
City of Folsom (Ashland)	\$1,455
Citrus Heights Water District	\$28,629
Fair Oaks Water District	\$20,289
Orange Vale Water Company	\$6,124
San Juan Water District (in Sacramento County)	\$15,246
Total	\$71,743

¹San Juan Water District Consortium includes San Juan Water District, Citrus Heights Water District, Fair Oaks Water District, and Orange Vale Water Company, and the City of Folsom (Ashland).

Section II.

Reimbursement: The City of Sacramento, on behalf of the CCOWMP, shall administer all consultant agreements and other expenses incurred during FY23-24 and FY 24-25 for the Water Forum 2.0 Project. The parties agree to reimburse the CCOMWP for their share of such costs, up to the amount set forth for each party in Section I, above, within 30 days after receipt of invoices.

The City of Sacramento Finance Department, on behalf of the CCOMWP, will invoice each cost-sharing partner at the beginning of each fiscal year, except in those instances where the cost-sharing partners have mutually agreed to be invoiced in another time period (i.e., quarterly invoices). It is understood and agreed that although this agreement only pertains to reimbursement for costs incurred during the period from July 1, 2023 to June 30, 2025, the Water Forum 2.0 Project could extend past June 30, 2025. Any reimbursement of costs incurred by CCOMWP after June 30, 2025 would be governed by a new or amended cost-sharing agreement.

Section III.

Separate Agreements: Sacramento Area Flood Control Agency (SAFCA) and East Bay Municipal District (EBMUD) are not parties to this agreement and have entered into separate agreements with the City of Sacramento, on behalf of the CCOMWP, to pay their share of the costs identified in **Table 1**.

Section IV.

Changes in Terms: Any changes in the terms of this agreement shall be approved by all parties and shall be effective when reduced to writing and signed by all parties.

Section V.

Indemnity: Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.

Section VI.

Independent Contractors: All contractors employed during any phase of the Water Forum 2.0 Project are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum 2.0 Project are and will remain employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.

Section VII.

Additional Terms and Conditions: The following additional terms and conditions were agreed to by the parties to be incorporated into this funding agreement specifically for the Water Forum 2.0 Project:

1. Water Forum annual priorities, as described in the Water Forum Business Strategy (approved July 2022) will continue to include the Water Forum 2.0 Project as a top priority for the FY 23-24 and FY 24-25. Annual progress on the Business Strategy is reviewed by the Coordinating Committee and approved by the Water Forum Plenary each year by September 1st.
2. The Coordinating Committee includes two members of each caucus and meets with the Executive Director on a monthly basis to provide direction on Water Forum Successor Effort operations, including communications and implementation of the business strategy; and to approve the annual budget and work plan. In addition, the Coordinating Committee, and the City of Sacramento City

Manager or designee, will provide project oversight and approve an annual scope of work for the Water Forum 2.0 Project, which includes schedule and budget, that supports the established priorities will be submitted to the Coordinating Committee. The budget will also include look-ahead estimates for the second year.

3. The Water Forum 2.0 Project annual scope of work must be approved by the Coordinating Committee and the City of Sacramento City Manager, or designee, ahead of preparing the next fiscal year budget by March 1st each year.
4. The Coordinating Committee shall review the progress on the approved work at its regular meetings.
5. Any out-of-scope requests or technical studies are to be approved by the Coordinating Committee prior to commencement of any work and subject to adequate funding within the current budget.
6. A mid-year progress report on or before January 1st each year covering work completed and work not completed, and budget status are to be presented to the Coordinating Committee and the City Manager, or designee. Both will be presented alongside the approved annual schedule and budget.
7. If progress is not on track with annual expectations at the mid-year report, a plan for correction is to be submitted to the Coordinating Committee and the City Manager, or designee, for approval. Work may be suspended if progress is severely off-track.
8. Subsequent year funding is subject to effective progress of the previous year and agreed upon annual priorities and scope of work for the coming year.

Department of Water Resources
Michael L. Peterson, Director

Including service to the Cities of
Elk Grove and Rancho Cordova



SACRAMENTO COUNTY
WATER AGENCY

October 4th, 2023

Jessica Law
Executive Director
Water Forum
1330 21st Street Suite 103
Sacramento, CA 95811
Submitted via email to jlaw@waterforum.org

Jessica,

As you are aware, Sacramento County has been an active partner in the Water Forum since its inception over twenty years ago. In the Water Forum Agreement (WFA) Sacramento County Water Agency's Zone 13 Fund (Zone 13) is identified as one of the main funding sources, paying 51% of the Water Forum Successor Effort (WFSE) and 66% of the Habitat Management Element (HME) each year. As discussed previously, Zone 13 is unable to continue funding the WFSE and HME at the current level in the years to come based on recent cash flow projections. Attached you will find an analysis from our financial analyst that shows Zone 13 cash flow in the next fiscal years. As you can see, without significant decreases in expenditures, Zone 13 will be over-prescribed in Fiscal Year 2024/25.

Staff informed the Sacramento County Board of Supervisors as early as 2020 that the ongoing use of Zone 13 to meet Water Forum funding commitments long-term is not sustainable given that Water Forum costs continue to increase while Zone 13 revenues remain relatively static. The May 19, 2020, the Sacramento County Board action to Approve Resolution Of Intention To Proceed With Projects And Levy Assessments Within Zone 13 Of The Sacramento County Water Agency For Fiscal Year 2020-21 (Sets Public Hearing For July 14, 2020) states:

"Implementation of the Water Forum Agreement Successor Effort and Habitat Management Element continues to be important to the region, and a significant expense for Zone 13. Since the Water Forum Agreement was signed in 2001, issues surrounding water supplies have dramatically changed. Examples of change are SGMA, State water conservation requirements, and proposed flow regulations on the Sacramento and American Rivers. In response to these changes and the expiration of the Water Forum Agreement in 2030, Water Forum staff have initiated a process to update and extend the Water Forum Agreement. As part of this effort, SCWA staff has informed the participants that Zone 13 cannot continue to support the Water Forum efforts at the same cost share levels as it is currently. The cost share among the region's water interests will be renegotiated as part of the update and extension effort."

Sacramento County remains a committed partner in the Water Forum and in the Water Forum 2.0 effort currently underway. As the largest historic funder of the Water Forum, we want to emphasize the importance of continuing the Water Forum 2.0 effort on behalf of the four caucuses, and we encourage prioritizing the

resolution of the question of long-term governance and funding. Given the somewhat dire projection for cashflow in Zone 13 in Fiscal Year 2024/25, the maximum Zone 13 contribution that year will be \$800,000 to fund WFSE and HME activities. Sacramento County Water Agency will continue to fund the Water Forum 2.0 efforts using rate revenue on behalf of its retail customers.

If the long-term funding for Water Forum is not resolved in FY 2024/25, the Zone 13 contribution will be capped at \$800,000/year beyond that fiscal year.

Thank you for your commitment to identifying new funding sources for the Water Forum moving forward. Again, Sacramento County is a committed partner to the Water Forum and will help in any way we can to ensure long-term success for the benefit of our region.

Sincerely,



MICHAEL L. PETERSON,

Director of Department of Water Resources,
Acting as Agency Engineer
Sacramento County Water Agency

Attachment: Zone 13 Cash Flow Projection

Copies: Sacramento County – Ann Edwards, Dave Defanti, Michael Peterson
City of Sacramento – Ryan Moore, Pravani Vandeyar, Anne Sanger



(Previous Meeting Support Document)

Items for Discussion and Action

Agenda Item: 4.4

Date: April 24, 2023

Subject: Water Forum Funding Gap

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

This item was discussed the April 12th Executive Committee meeting. The Executive Committee forwarded this item to the April 24th Board agenda with the Committee's recommendation to decline the allocation of funding from RLECWD.

Current Background and Justification:

Over the past several meetings of the Water Forum, Water Caucus, discussions have focused on the projected funding gap for the Water Forum successor agreement.

The essential value of a Water Forum successor agreement is to avoid costly and time-consuming litigation amongst a diverse group of stakeholders. As an example, the environmental caucus would prefer less water being taken from reservoirs, while the water caucus and business caucus disagree. Finding common ground through a formal agreement is what the Water Forum is all about.

Unfortunately, all the funding for the Water Forum's costs comes from the water agencies, with voluntary contributions coming from water related entities, e.g. SMUD, SAFCA etc. Funding for the RLECWD participation has been from Zone 13 tax (a per parcel tax on all property owners in the RLECWD service area. The Water Caucus believes RLECWD needs to contribute an additional \$4,500 to \$6,000 per year as a fair share. A spreadsheet associated with this item summarizes the allocation of costs amongst all the funding entities.

As discussed at the April 12th Executive Committee, the benefits to all water agencies are NOT uniform. Water Agencies, who are seeking changes to reservoir operations and water rights therein, have an obvious, direct benefit in getting environmental groups' agreement. Conversely, an all-groundwater agency like RLECWD has less direct benefit from a renewal of the Water Forum Agreement. Accordingly, the Executive Committee recommends the Board vote to decline the request from Water Forum for additional funding. The result of such action by the RLECWD Board will be that the other water agencies will need to make up for the lack of additional funding from RLECWD.

Conclusion:

Sample Motion: Move to decline the request from Water Forum, Water Caucus for additional funding from RLECWD.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Harris _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

The Board took no action on this item.

4.3 Consider Rescinding Water Shortfall Contingency Stage Declaration

In October 2021, Governor Newsom issued a declaration of drought emergency. Among the mandates included was a requirement for local water agencies to implement their respective water shortfall contingency plans for a 20% targeted water conservation. Shortly thereafter, the RLECWD Board took the action mandated by the Governor.

On March 24, 2023, the Governor declared specific elements of the emergency drought declaration be removed to ease the drought emergency. One such element was rescinding the mandate for water shortfall contingency plans at 20% conservation. The Governor's mandate was the sole basis for the water shortfall declaration, i.e., there is no actual water shortfall.

Comments/Questions –

It was moved by Director Cline @ 33.10 time stamp on the video and seconded by Director Gifford to rescind the previously declared water shortfall contingency and thereby reinstate the “Non-Drought” stage of the Board adopted Water Shortfall Contingency Plan. Directors Green, Gifford, Cline, Young, and Harris voted yes. The motion carried with a roll call vote of 5-0-0.

4.4 Consider Authorizing a Response to the Water Forum's Allocation for Funding from Rio Linda Elverta Community Water District

Over the past several meetings of the Water Forum, Water Caucus, discussions have focused on the projected funding gap for the Water Forum successor agreement.

The essential value of a Water Forum successor agreement is to avoid costly and time-consuming litigation amongst a diverse group of stakeholders. As an example, the environmental caucus would prefer less water being taken from reservoirs, while the water caucus and business caucus disagree. Finding common ground through a formal agreement is what the Water Forum is all about.

Unfortunately, all the funding for the Water Forum's costs comes from the water agencies, with voluntary contributions coming from water related entities, e.g. SMUD, SAFCA etc. Funding for the RLECWD participation has been from Zone 13 tax (a per parcel tax on all property owners in the RLECWD service area. The Water Caucus believes RLECWD needs to contribute an additional \$4,500 to \$6,000 per year as a fair share. A spreadsheet associated with this item summarizes the allocation of costs amongst all the funding entities.

As discussed at the April 12th Executive Committee, the benefits to all water agencies are NOT uniform. Water Agencies, who are seeking changes to reservoir operations and water rights therein, have an obvious, direct benefit in getting environmental groups' agreement. Conversely, an all-groundwater agency like RLECWD has less direct benefit from a renewal of the Water Forum Agreement. Accordingly, the Executive Committee recommends the Board vote to decline the request from Water Forum for additional funding. The result of such action by the RLECWD Board will be that the other water agencies will need to make up for the lack of additional funding from RLECWD.

It was moved by Director Gifford @ 36.44 time stamp on the video and seconded by Director Cline to decline the request from Water Forum, Water Caucus for additional funding from RLECWD. Directors Green, Gifford, Cline, Young, and Harris voted yes. The motion carried with a roll call vote of 5-0-0.

Comments/Questions – No comment.

4.5 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.

The Board took no action on this item.

5. INFORMATION ITEMS

5.1 District Activities Reports



Executive Committee Agenda Item: 6

Date: June 12, 2024

Subject: Fiscal Year 2024/2025 Preliminary Budget

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the documents associated with this item, engage staff in discussion, then forward the preliminary budget onto the June 24th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

District policy prescribes a preliminary budget adoption prior to the beginning of each fiscal year. The essence of this practice is to allow for Board authorized spending after July 1st (beginning of the next fiscal year), and before the prior fiscal year end balances are available due to invoices and revenues received at or near June 30th.

The Board also customarily schedules the public hearing for consideration of adopting the final Budget at the August regular meeting.

Nested with this item are:

1. Confirmation of the July 2024 rates adjustment pursuant to the multi-year rates adopted in Resolution 2021-03.
2. Discussion of the obligation to inflate the capital improvement project funding commensurate with projected inflation.
3. Extending the agreement with Rawles Engineering for annual pipe replacements.

Conclusion:

Forward the fiscal year 2024/2025 Preliminary Budget onto the June 24th Board agenda. Also, direct staff to place an item on the June 24th Board agenda to allow scheduling of the public hearing for final budget adoption in August.

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2024-2025**

			2023-2024 ACTUAL JULY 23-MAR 24	2023-2024 BUDGET	2024-2025 BUDGET	DIFFERENCE	EXPLANATION
REVENUE							
40000 OPERATING REVENUE							
	40100 Water Service Rates						
	40101	Basic Service Charge	857,750.00	1,160,731.00	1,212,965.00	52,234.00	Per Water Rate Study
	40102	Usage Charge	1,229,201.00	1,832,569.00	1,915,035.00	82,466.00	Per Water Rate Study
	40105	Backflow Charge	22,108.00	30,500.00	31,400.00	900.00	Per Water Rate Study
	40106	Fire Prevention	18,828.00	24,300.00	25,400.00	1,100.00	Per Water Rate Study
		Total Water Service Rates	2,127,887.00	3,048,100.00	3,184,800.00	136,700.00	
	40200 Water Service Fees						
	40201	Application Fees	4,275.00	6,500.00	6,500.00	0.00	
	40202	Delinquency	50,411.00	65,000.00	65,000.00	0.00	
	40209	Misc. Charges	5,004.00	7,000.00	7,000.00	0.00	
		Total Water Services	59,690.00	78,500.00	78,500.00	0.00	
	40300 Other Water Service Fees						
	40301	New Construction QC	2,400.00	4,000.00	4,000.00	0.00	
	40302	Service Connection Fees	14,100.00	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	431.00	6,000.00	6,000.00	0.00	
	40305	Grant Revenue-Operating	0.00	0.00	0.00	0.00	
		Total Other Water Service Fees	16,931.00	20,000.00	20,000.00	0.00	
	TOTAL OPERATING REVENUE		2,204,508.00	3,146,600.00	3,283,300.00	136,700.00	
	41000 NON-OPERATING REVENUES						
	41110	Investment Revenue	31.00	35.00	35.00	0.00	
	41120	Property Taxes & Assessments	73,265.00	118,000.00	127,000.00	9,000.00	Increased to adjust for prior FY revenues
	TOTAL NON-OPERATING REVENUE		73,296.00	118,035.00	127,035.00	9,000.00	
TOTAL REVENUE			\$2,277,804.00	\$3,264,635.00	\$3,410,335.00	145,700.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2024-2025**

			2023-2024 ACTUAL JULY 23-MAR 24	2023-2024 BUDGET	2024-2025 BUDGET	DIFFERENCE	EXPLANATION
OPERATING EXPENSE							
60010 PROFESSIONAL FEES							
	60011	General Counsel fees-Legal	\$6,816.00	\$23,548.00	\$24,000.00	\$452.00	Increased to adjust for projected costs
	60012	Auditor Fees	21,300.00	21,300.00	25,800.00	4,500.00	Increased to adjust for projected costs
	60013	Engineering Services	40,000.00	115,000.00	85,000.00	(30,000.00)	Decreased to include 25K Water Use Efficiency Objectives and Water Loss Standards
	60015	Other Professional Fees	0.00	0.00	0.00	0.00	
	TOTAL PROFESSIONAL FEES		68,116.00	159,848.00	134,800.00	(25,048.00)	
60100 PERSONNEL SERVICES							
	60110 Salaries & Wages						
	60111	Salary - General Manager	92,864.00	125,278.00	131,617.00	6,339.00	Increased to adjust for projected cost per contract
	60112	Staff Regular Wages	473,423.00	676,585.00	723,167.00	46,582.00	Increased to adjust per MOU 11-12-21; COLA 3.0% Assumed
	60113	Contract Extra Help	0.00	0.00	0.00	0.00	
	60114	Staff Standby Pay	13,300.00	18,250.00	18,250.00	0.00	
	60115	Staff Overtime Pay	5,460.00	11,000.00	11,000.00	0.00	
	Total Salaries & Wages		585,047.00	831,113.00	884,034.00	52,921.00	
	60150 Employee Benefits and Expenses						
	60151	PERS Retirement	89,632.00	126,177.00	154,150.00	27,973.00	Increased to adjust for projected costs
	60152	Workers Compensation	3,110.00	8,293.00	8,293.00	0.00	
	60153	Medical & Benefit Insurance	143,933.00	227,568.00	242,364.00	14,796.00	MOU Settlement Agreement
	60154	Retirees Insurance	10,459.00	36,200.00	36,200.00	0.00	
	60155	Staff Training	450.00	4,150.00	5,000.00	850.00	Increased to adjust for projected costs
	60157	Uniforms	6,118.00	7,500.00	7,770.00	270.00	Increased to adjust for projected costs
	60158	Payroll Taxes	46,795.00	66,230.00	69,649.00	3,419.00	Increased to adjust for projected costs
	60159	Payroll Services	1,131.00	1,500.00	1,680.00	180.00	Increased to adjust for projected costs
	60160	457 Employer Contribution	13,218.00	19,100.00	20,200.00	1,100.00	Increased to adjust for MOU Renewal 11-12-21 and GM Contract
	Total Employee Benefits and Expenses		314,846.00	496,718.00	545,306.00	48,588.00	
	TOTAL PERSONNEL SERVICES		\$899,893.00	\$1,327,831.00	\$1,429,340.00	\$101,509.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2024-2025**

			2023-2024 ACTUAL JULY 23-MAR 24	2023-2024 BUDGET	2024-2025 BUDGET	DIFFERENCE	EXPLANATION
60200 ADMINISTRATION							
60205	Bank and Merchant Fees		\$1,470.00	\$1,850.00	\$1,850.00	\$0.00	
60207	Board Member/Meeting Expense		6,550.00	13,900.00	13,900.00	0.00	
60210	Building Expenses						
60211	Office Utilities		4,899.00	7,261.00	7,500.00	239.00	Increased to adjust for projected costs
60212	Janitorial		1,755.00	2,340.00	2,340.00	0.00	
60213	Maintenance		2,582.00	4,000.00	4,500.00	500.00	Increased to adjust for projected costs
60214	Security		252.00	400.00	468.00	68.00	Increased to adjust for projected costs
	Total Building Expenses		9,488.00	14,001.00	14,808.00	807.00	
60220	Computer & Equipment Maint.						
60221	Computer Systems		20,404.00	32,000.00	40,000.00	8,000.00	Increased to adjust for projected costs
60222	Office Equipment		566.00	875.00	875.00	0.00	
	Total Computer & Equipment Maint.		20,970.00	32,875.00	40,875.00	8,000.00	
60230	Office Expense		6,103.00	7,500.00	7,500.00	0.00	
60240	Postage and Delivery		14,233.00	21,000.00	21,000.00	0.00	
60250	Printing		5,500.00	8,500.00	8,500.00	0.00	
60255	Meetings & Conferences		50.00	100.00	100.00	0.00	
60260	Publishing		712.00	1,500.00	1,500.00	0.00	
60270	Telephone & Internet		2,327.00	4,250.00	4,750.00	500.00	Increased to adjust for projected costs
60430	Insurance						
60431	General Liability		23,998.00	31,403.00	31,403.00	0.00	
60432	Property		11,104.00	14,391.00	14,391.00	0.00	
	Total Insurance		35,102.00	45,794.00	45,794.00	0.00	
60500	Water Memberships						
60503	SGA		30,926.00	30,926.00	32,787.00	1,861.00	Increase per published membership rate
60504	ACWA		11,140.00	11,697.00	11,697.00	0.00	Increase includes 5% annual increase
60507	CRWA		1,507.00	1,507.00	1,582.00	75.00	Increase includes 5% annual increase
	Total Water Memberships		43,573.00	44,130.00	46,066.00	1,936.00	
60550	Permits & Fees		44,690.00	55,000.00	55,000.00	0.00	
60555	Subscriptions & Licensing		1,295.00	2,120.00	2,120.00	0.00	
60560	Elections		0.00	0.00	6,000.00	6,000.00	Increased to adjust for election year
60565	Uncollectable Accounts		0.00	5,113.00	5,500.00	387.00	Increased to adjust for projected costs
60570	Other Operating Expenditures		0.00	500.00	500.00	0.00	
TOTAL ADMINISTRATION			\$192,063.00	\$258,133.00	\$275,763.00	\$17,630.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2024-2025**

			2023-2024 ACTUAL JULY 23-MAR 24	2023-2024 BUDGET	2024-2025 BUDGET	DIFFERENCE	EXPLANATION
	64000 CONSERVATION						
	64001	Community Outreach	334.00	500.00	500.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	0.00	
	TOTAL CONSERVATION		334.00	500.00	500.00	0.00	
	65000 FIELD OPERATIONS						
	65100 Other Field Operations						
	65110	Backflow Testing	\$465.00	\$3,000.00	\$3,000.00	\$0.00	
	65120	Construction Equipment Maintenance	9,365.00	10,000.00	10,000.00	0.00	
	65130	Field Communication	2,111.00	3,400.00	3,400.00	0.00	
	65140	Field IT	20,874.00	35,000.00	35,000.00	0.00	
	65150	Laboratory Services	13,113.00	24,000.00	41,000.00	17,000.00	Increased to adjust for EPA Monitoring PFOA's
	65160	Safety Equipment	0.00	6,000.00	6,000.00	0.00	
	65170	Shop Supplies	6,162.00	7,500.00	7,500.00	0.00	
		Total Other Field Operations	52,090.00	88,900.00	105,900.00	17,000.00	
	65200	Treatment	21,171.00	35,000.00	35,000.00	0.00	
	65300 Pumping						
	65310	Maintenance	15,776.00	25,000.00	25,000.00	0.00	
	65320	Electricity and Fuel	175,735.00	260,000.00	260,000.00	0.00	
		Total Pumping	191,511.00	285,000.00	285,000.00	0.00	
	65400 Transmission & Distribution						
	65410	Distribution Supplies	32,881.00	50,000.00	50,000.00	0.00	
	65430	Tank Maintenance	0.00	6,500.00	6,500.00	0.00	
	65440	Contract Repairs	59,282.00	70,000.00	70,000.00	0.00	
	65450	Valve Replacements	0.00	15,000.00	15,000.00	0.00	
	65460	Paving Repairs	0.00	28,500.00	30,000.00	1,500.00	Increased to adjust for projected costs
		Total Transmission & Distribution	92,163.00	170,000.00	171,500.00	1,500.00	
	65500 Transportation						
	65510	Fuel	12,416.00	18,000.00	18,000.00	0.00	
	65520	Maintenance	3,359.00	5,000.00	5,000.00	0.00	
		Total Transportation	15,775.00	23,000.00	23,000.00	0.00	
	TOTAL FIELD OPERATIONS		\$372,710.00	\$601,900.00	\$620,400.00	\$18,500.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY OPERATING BUDGET
2024-2025**

			2023-2024 ACTUAL JULY 23-MAR 24	2023-2024 BUDGET	2024-2025 BUDGET	DIFFERENCE	EXPLANATION
TOTAL OPERATING EXPENSES			\$1,533,116.00	\$2,348,212.00	\$2,460,803.00	\$112,591.00	
NON OPERATING EXPENSES							
	69010 Debt Service						
	69100	Revenue Bond 2015					
	69105	Revenue Bond 2015-Principle	63,908.00	156,908.00	162,415.00	5,507.00	Per Loan Payment Schedule
	69120	Interest	22,521.00	44,087.00	39,343.00	(4,744.00)	Per Loan Payment Schedule
		Total Revenue Bond 2015	86,429.00	200,995.00	201,758.00	763.00	
	69125	AMI Meter Loan					
	69130	Principle	139,727.00	139,741.00	0.00	(139,741.00)	Loan paid off
	69135	Interest	3,961.00	3,972.00	0.00	(3,972.00)	Loan paid off
		Total AMI Meter Loan	143,688.00	143,713.00	0.00	(143,713.00)	
	69200	PERS ADP Loan					
	69205	Principle	0.00	30,000.00	30,000.00	0.00	Per Loan Payment Schedule
	69210	Interest	0.00	1,628.00	1,517.00	(111.00)	Per Loan Payment Schedule
		Total PERS ADP Loan	0.00	31,628.00	31,517.00	(111.00)	
		69400 Other Non Operating Expense	1,430.00	2,300.00	2,300.00	0.00	Increased per Rate Study Table 7
TOTAL NON OPERATING EXPENSES			\$231,547.00	\$378,636.00	\$235,575.00	-\$143,061.00	
TOTAL EXPENSE			\$1,764,663.00	\$2,726,848.00	\$2,696,378.00	(\$30,470.00)	
NET INCOME (Income-Expense)			\$513,141.00	\$537,787.00	\$713,957.00	\$176,170.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
PRELIMINARY CAPITAL BUDGET 2024-2025**

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Description	2023 Budget	Carry-over from 2023 to 2024	Additional in Adopted Budget 2024	Total Budget 2024
Cathodic Protection Replacement - L Street Tanks	\$ 45,000.00	\$ 32,000.00	\$ -	\$ 32,000.00
Raising/Lowering Valve Covers	\$ 40,000.00	\$ 40,000.00	\$ -	\$ 40,000.00
Well 15 Cr6 Treatment	\$ 75,000.00	\$ 75,000.00	\$ -	\$ 75,000.00
Total Continued Ongoing Projects	\$ 160,000.00	\$ 147,000.00	\$ -	\$ 147,000.00
Annual Miscellaneous Pump Replacements			\$ 30,000.00	\$ 30,000.00
Annual Small Meter Replacements			\$ 120,000.00	\$ 120,000.00
Annual Large Meter Replacements			\$ 5,000.00	\$ 5,000.00
Annual Pipeline Replacement			\$ 211,200.00	\$ 211,200.00
Total New Annual Projects	\$ -	\$ -	\$ 366,200.00	\$ 366,200.00
Total New Projects	\$ -	\$ -	\$ -	\$ -
Total FY 2024	\$ -	\$ 147,000.00	\$ 366,200.00	\$ 513,200.00



Executive Committee Agenda Item: 6a

Date: June 12, 2024

Subject: Confirm July 2024 Rates Adjustment

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should forward this item onto the June 24th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The objectives and Prop 218 requirements for a multi-year rate adjustment entails the process of projecting increases in the cost of service over the span of the multi-year adjustment. The obvious and most typical adjustment is for anticipated inflation in the cost of service. Fuel, electricity and admin expenses virtually never stay flat. The amount of inflation the entire country continues to experience is greater than or equal to the 3% inflation of operating costs assumed in the Rate Study / Cost of Service adopted by the Board in August of 2021.

In addition to inflation adjustments, multi-year costs of service projections evaluate the anticipated increases to the cost of service due to regulatory and operational changes, e.g., water treatment requirements. The State Water Resources Control Board has already re-established the Hexavalent Chromium Maximum Contaminant Level (MCL) at 10-parts per billion.

The record inflation over the past several years and the increased cost associated with continuing regulatory mandates more than justifies the maximum adjustment stipulated in Resolution 2021-03.

Exhibit A to Resolution 2021-03 is included as a document associated with this item.

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Conclusion:

I recommend the Executive Committee review and discuss, then forward the item onto the June 24th Board agenda.

Exhibit A Water Rates

**TABLE 1: Proposed Bimonthly Water Rates – Normal Water Year
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District**

Meter Size	Current FY 2021	Proposed on or after				
		September 15, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88

Single Family Residential Inoperable Meter Fees (fixed bimonthly fee, no additional volume charges; cold weather period is November to April; warm weather period is May to October)

5/8" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather	\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather	\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
1" - Cold Weather	\$88.85	\$90.57	\$92.99	\$97.06	\$101.24
1" - Warm Weather	\$141.17	\$143.85	\$147.71	\$154.18	\$161.00

Commercial, institutional, and industrial (CII) and irrigation inoperable meter rates may be based on past average consumption

Volume Rates \$/ccf

Current Rate per ccf

(over 6 ccf) \$0.81

Single Family

Residential

Tier 1: 0-17 ccf	\$1.72	\$1.75	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf	\$2.18	\$2.22	\$2.28	\$2.38	\$2.49
CII (all use)	\$1.94	\$1.98	\$2.03	\$2.12	\$2.22
Irrigation (all use)	\$2.22	\$2.27	\$2.33	\$2.43	\$2.54

Standby Fire Protection (Fixed Bimonthly Charge)

1.5"	\$4.12	\$4.12	\$4.31	\$4.50	\$4.70	\$4.91
4"	\$40.00	\$54.38	\$56.83	\$59.39	\$62.06	\$64.85
6"	\$60.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
8"	\$80.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37

Backflow Prevention (Fixed Bimonthly Charge)



Executive Committee

Agenda Item: 7

Date: June 12, 2024

Subject: Inflation Adjustment of Capital Improvement Projects List

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should engage staff in discussion on the Districts obligation to adjust funding for Capital Improvement Projects commensurate with inflation.

Current Background and Justification:

As shown in the Rates Study / Cost of Service Analysis adopted by the Board in 2021, the projected cost of service associated with capital improvements is presumed to inflate at 3% each year. The District needs to adjust the funding for capital improvement projects because the actual inflation has been greater than the presumed 3% annually.

The Executive Committee should also discuss the disparity between the adjustments delineated in the Rates Study / Cost of Service Analysis and the inflation in construction costs, i.e. construction cost inflation has outpaced the presumed annual inflation for the past several years.

Conclusion:

Board action is NOT required due to the past Board actions to adopt the Rate Study and corresponding rates in August 2021. Additionally, each year after 2021 the Board has taken action to confirm the annual increase in rates in response to the increased cost of service (e.g., inflation).

**Table 7: Operating Cash Flow
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District**

	Budget	Projection				
	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Beginning Fund Balance	\$773,300	\$796,800	\$737,000	\$828,000	\$798,900	\$819,500
		Sep 15, 2021	Jul 1, 2022	Jul 1, 2023	Jul 1, 2024	Jul 1, 2025
Revenues						
Service Charges [1]	2,582,200	2,690,700	2,915,000	2,993,300	3,128,000	3,268,800
Backflow	26,500	28,300	29,500	30,400	31,300	32,200
Fire Protection	10,800	20,400	23,300	24,300	25,400	26,600
Delinquency Fees	90,000	90,000	90,000	90,000	90,000	90,000
Misc., interest & other	33,900	33,900	33,900	33,900	33,900	33,900
Taxes & Assessments	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>	<u>88,500</u>
Total Revenues	2,831,900	2,951,800	3,180,200	3,260,400	3,397,100	3,540,000
Operating Expenses						
		3%	3%	3%	3%	3%
Legal & Auditor	26,500	27,300	28,100	28,900	29,800	30,700
Engineering & Prof Serv.	108,500	111,800	115,200	118,700	122,300	126,000
Salaries & Benefits	1,150,400	1,287,000	1,323,700	1,481,500	1,524,000	1,567,800
Unfunded Accrued Liability	68,600	93,000	93,000	93,000	93,000	93,000
Administration	205,000	211,200	217,500	224,000	230,700	237,600
Conservation	300	0	0	0	0	0
Backflow Testing	3,000	3,100	3,200	3,300	3,400	3,500
Other Field Ops	65,400	67,400	69,400	71,500	73,600	75,800
Treatment	18,000	18,500	19,100	19,700	20,300	20,900
Pumping	230,000	230,000	236,900	244,000	251,300	258,800
Valve Replacement	15,000	15,500	16,000	16,500	17,000	17,500
Transmission & Dist.	86,000	88,600	91,300	94,000	96,800	99,700
Transportation	<u>19,000</u>	<u>19,600</u>	<u>20,200</u>	<u>20,800</u>	<u>21,400</u>	<u>22,000</u>
Total Operating Expenses	1,995,700	2,173,000	2,233,600	2,415,900	2,483,600	2,553,300
Net Operating Revenue	836,200	778,800	946,600	844,500	913,500	986,700
Debt Service						
2015 Umpqua Loan	203,200	201,300	200,900	201,000	201,800	204,000
AMI Meter Loan	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>58,500</u>	<u>29,300</u>
Total Debt	261,700	259,800	259,400	259,500	260,300	233,300
Debt Service Coverage	3.20	3.00	3.65	3.25	3.51	4.23
Misc Non-Operating Expense	2,000	2,100	2,200	2,300	2,400	2,500
Capital Improvements	<u>549,000</u>	<u>576,700</u>	<u>594,000</u>	<u>611,800</u>	<u>630,200</u>	<u>649,100</u>
Total Non-Operating	551,000	578,800	596,200	614,100	632,600	651,600
Net Revenue	23,500	(59,800)	91,000	(29,100)	20,600	101,800
Ending Fund Balance	\$796,800	\$737,000	\$828,000	\$798,900	\$819,500	\$921,300
Fund Target [2]	166,300	181,100	186,100	201,300	207,000	212,800
Target Met?	YES	YES	YES	YES	YES	YES

1 - Includes meter fees and volume rate revenues

2 - One month of operating expenses per District policy

SECTION 3: COST OF SERVICE AND FINANCIAL PLAN

This section summarizes the expenses that make up the water utility's cost of service that is recovered from rates and service charges and the cash flow that makes up RLECWD's financial plan.

3.1 Revenues

As described in the prior section, meter fees, volume rates, backflow charges, and fire protection fees are estimated to generate about \$2.62 million in revenues. Other revenue sources include delinquency fees, taxes and assessments, interest earnings, and miscellaneous fees. These other sources generate about \$212,400 annually, which is projected to remain constant over the next five years. Total current revenues including rate and non-rate revenues amount to about \$2.83 million.

3.2 Expenses

3.2.1 Operating Expenses

RLECWD's current annual operating budget totals just under \$2 million and most operating expenses are projected to increase 3% annually beginning in FY2022. RLECWD's main operating expenses include salaries, benefits, administration, and pumping costs. The District expects to pay down its CalPERS unfunded accrued liability (UAL) via a fixed rate financing that will stabilize the UAL at \$93,000 over the next five years. The District projects additional staffing costs in FY2022 associated with existing operators gaining new licenses and certifications. In FY2024, RLECWD plans to hire an Administrative Manager. Under drought conditions, it is expected that pumping expenses would decrease but all other expenses would remain relatively unchanged.

3.2.2 Capital Improvements

RLECWD has a capital improvement project list, see Table 6. Project costs funded by the surcharges are omitted. The annualized cost in current dollars is about \$577,000 and is projected to increase by 3% per year. RLECWD analyzes its net revenues annually and transfers its excess fund balance to its capital improvement reserves. For FY2021, the District intends to transfer \$549,000 to its capital funds.

**Table 6: Capital Improvement Plan
Rate Study / Cost of Service Study
Rio Linda Elverta Community Water District**

Project Name	Project Budget Amount	Beginning Fund Balance	Accumulated Funding Balance	Years to Implementation Date (as of 7/1/2020)	Annualized Cost
Miscellaneous Pump Replacements				Annually	\$40,000
Service Replacements				Annually	\$30,000
Small Meter Replacements				Annually	\$120,000
Large Meter Replacements				Annually	\$5,000
Annual Pipeline Replacement	\$211,200	\$0	\$211,200	Annually	\$211,200
Well 12A Design	\$500,000	\$167,561	\$189,724	15	\$22,163
Well 12A Construction	<u>\$3,750,000</u>	<u>\$1,228,777</u>	<u>\$1,377,084</u>	17	<u>\$148,307</u>
Total	\$4,461,200	\$1,396,338	\$1,778,008		\$576,670

Rio Linda Elverta Community Water District
 Capital Improvement Plan Project Funding Schedule
 FYE 2024-2025

Priority	Project Name	Project Budget Amount	Beginning Fund Balance	Prior FY Interest Allocation	Funds Spent Prior FY	Beginning Fund Balance	Current FY Funding Calculation	Additional Current FY Budgeted Amount	Accumulated Funding Balance	Years to Implementation Date (as of 7/1/2020)	Annualized Cost	Last Transaction Date	Amount Paid to Date	Budget FY(s)
1	Annual Pipeline Replacement	\$211,200	\$366,045	\$270	\$358,947	\$7,368	\$211,200	\$0	\$218,568	Annually	\$211,200	N/A	\$ -	Annually
2	Well 12A Design	\$500,000	\$248,149	\$183	\$0	\$248,332	\$16,778	\$0	\$265,110	15	\$16,778	5/6/2015	\$ 6,542	2021-2036
3	Well 12A Construction	\$3,750,000	\$1,774,719	\$1,309	\$0	\$1,776,028	\$116,116	\$0	\$1,892,144	17	\$116,116	N/A	\$ -	2021-2038
Totals			\$2,388,913	\$1,762	\$358,947	\$2,031,727	\$344,094	\$0	\$2,375,821		\$344,094		\$6,542	
			ADP Cal PERS Loan O/S Balance 6/30/2024			(\$410,000)								
			GL 10490 Balance 6/30/2024			\$1,621,727								

Priority	Project Name	Project Budget Amount (approved 4/20/2020)	2021 CCI % increase	2021 CCI Budget Increase	2021 Budget Revised	2022 CCI % increase	2022 CCI Budget Increase	2022 Budget Revised	2023 CCI % increase	2023 CCI Budget Increase	2023 Budget Revised	2024 CCI % increase	2024 CCI Budget Increase	2024 Budget Revised
1	Annual Pipeline Replacement	\$211,200	1.80%	\$3,802	\$215,002	7.50%	\$16,125	\$231,127	5.55%	\$12,828	\$243,954	7.65%	\$18,663	\$262,617
2	Well 12A Design	\$500,000	1.80%	\$9,000	\$509,000	7.50%	\$38,175	\$547,175	5.55%	\$30,368	\$577,543	7.65%	\$44,182	\$621,725
3	Well 12A Construction	\$3,750,000	1.80%	\$67,500	\$3,817,500	7.50%	\$286,313	\$4,103,813	5.55%	\$227,762	\$4,331,574	7.65%	\$331,365	\$4,662,940



Executive Committee Agenda Item: 8

Date: June 12, 2024

Subject: Expenditure Report

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the Expenditures of the District for the month of April 2024, then forward the report onto the June 24, 2024 Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The Expenditures report summarizes all payments made by the District for the reporting period.

Conclusion:

Consistent with District policies, Expenditures are to be reviewed by this committee and presented to the Board of Directors to inform Board Members and the public of all expenditures of public funds.

Cash Basis

**Rio Linda Elverta Community Water District
Expenditure Report
April 2024**

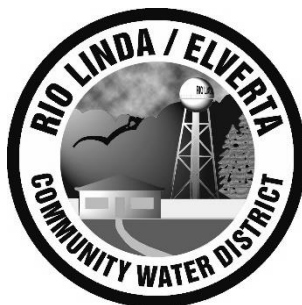
Type	Date	Num	Name	Memo	Amount
Liability Check	04/03/2024	EFT	QuickBooks Payroll Service	For PP Ending 03/30/24 Pay date 04/04/24	20,392.36
Liability Check	04/04/2024	EFT	CalPERS	For PP Ending 03/30/24 Pay date 04/04/24	3,650.10
Liability Check	04/04/2024	EFT	CalPERS	For PP Ending 03/30/24 Pay date 04/04/24	1,385.12
Liability Check	04/04/2024	EFT	Internal Revenue Service	Employment Taxes	7,789.24
Liability Check	04/04/2024	EFT	Employment Development	Employment Taxes	3,461.40
Liability Check	04/04/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,197.67
Bill Pmt -Check	04/04/2024	EFT	Adept Solutions	Monthly Computer Maintenance	1,340.72
Bill Pmt -Check	04/04/2024	EFT	Comcast	Telephone	109.16
Bill Pmt -Check	04/04/2024	EFT	Ramos Oil Inc.	Transportation Fuel	604.01
Bill Pmt -Check	04/04/2024	EFT	Republic Services	Utilities	175.96
Transfer	04/04/2024	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	04/04/2024	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	50,984.00
Check	04/04/2024	2951	Customer	Final Bill Refund	100.00
Check	04/04/2024	2952	Customer	Hydrant Meter Deposit Refund	2,023.69
Bill Pmt -Check	04/04/2024	2954	ABS Direct	Printing & Postage	5,127.63
Bill Pmt -Check	04/04/2024	2955	ACWA/JPIA Powers Insurance Authority	EAP	24.80
Bill Pmt -Check	04/04/2024	2956	BSK Associates	Lab Fees	1,890.50
Bill Pmt -Check	04/04/2024	2957	Buckmaster Office Solutions	Printing	54.81
Bill Pmt -Check	04/04/2024	2958	CoreLogic Solutions	Subscription	103.00
Bill Pmt -Check	04/04/2024	2959	DirectHit Pest Control	Building Maintenance	80.00
Bill Pmt -Check	04/04/2024	2960	Elk Grove Security Systems	Security	924.00
Bill Pmt -Check	04/04/2024	2961	Ferguson Enterprises	Distribution Supplies	1,153.78
Bill Pmt -Check	04/04/2024	2962	ICONIX Waterworks	Distribution Supplies	1,800.51
Bill Pmt -Check	04/04/2024	2963	Phelan, Michael	Retiree Insurance	3,150.00
Bill Pmt -Check	04/04/2024	2964	Rio Linda Elverta Recreation & Park	Meeting Fee	100.00
Bill Pmt -Check	04/04/2024	2965	Rio Linda Hardware & Building Supply	Shop Supplies	344.54
Bill Pmt -Check	04/04/2024	2966	RW Trucking	Distribution Supplies	745.26
Bill Pmt -Check	04/04/2024	2967	Safety-Kleen Systems	Transportation Maintenance	557.14
Bill Pmt -Check	04/04/2024	2968	SMUD	Utilities	13,872.73
Bill Pmt -Check	04/04/2024	2969	Tesco Controls	Field IT	1,533.85
Bill Pmt -Check	04/04/2024	2970	UniFirst Corporation	Uniforms	526.63
Bill Pmt -Check	04/04/2024	2971	Vasquez Engineering	Engineering	5,000.00
Bill Pmt -Check	04/04/2024	2972	Verizon Wireless	Telephone	45.38
Bill Pmt -Check	04/04/2024	2973	Vulcan Materials	Distribution Supplies	580.52
Bill Pmt -Check	04/04/2024	2974	Continental Utility Solutions	Capital Improvement: Server Replacement	2,000.00
Bill Pmt -Check	04/04/2024	2975	Ferguson Enterprises	Capital Improvement: Meter Replacement	1,724.00
Liability Check	04/17/2024	EFT	QuickBooks Payroll Service	For PP Ending 4/13/24 Pay date 4/18/24	20,169.34
EFT	04/24/2024	EFT	WageWorks	FSA Administration Fee	76.25
Liability Check	04/18/2024	EFT	CalPERS	For PP Ending 4/13/24 Pay date 4/18/24	3,675.77
Liability Check	04/18/2024	EFT	CalPERS	For PP Ending 4/13/24 Pay date 4/18/24	1,385.12
Liability Check	04/18/2024	EFT	Internal Revenue Service	Employment Taxes	7,744.52
Liability Check	04/18/2024	EFT	Employment Development	Employment Taxes	1,559.21
Liability Check	04/18/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,199.12

Cash Basis

**Rio Linda Elverta Community Water District
Expenditure Report
April 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	04/18/2024	EFT	Kaiser Permanente	Health Insurance	2,474.22
Bill Pmt -Check	04/18/2024	EFT	PG&E	Utilities	72.15
Liability Check	04/18/2024	EFT	Principal	Dental & Vision Insurance	1,779.83
Bill Pmt -Check	04/18/2024	EFT	Ramos Oil Inc.	Transportation Fuel	422.21
Bill Pmt -Check	04/18/2024	EFT	Umpqua Bank Credit Card	Computer, Office, Shop Supplies, Telephone	521.27
Bill Pmt -Check	04/18/2024	EFT	Verizon	Field Communication	421.35
Liability Check	04/18/2024	EFT	Western Health	Health Insurance	12,559.18
Bill Pmt -Check	04/18/2024	EFT	Voyager	Fuel	145.80
Check	04/18/2024	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	88,571.99
Check	04/18/2024	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	73,654.59
Check	04/18/2024	2976	ACWA JPIA	Workers Compensation	2,650.07
Bill Pmt -Check	04/18/2024	2977	ABS Direct	Printing & Postage	941.97
Bill Pmt -Check	04/18/2024	2978	Affordable Heating & Air	Building Maintenance	145.00
Bill Pmt -Check	04/18/2024	2979	DirectHit Pest Control	Building Maintenance	80.00
Bill Pmt -Check	04/18/2024	2980	ICONIX Waterworks	Distribution Supplies	543.22
Bill Pmt -Check	04/18/2024	2981	Johnson Controls Fire Protection	Safety	285.41
Bill Pmt -Check	04/18/2024	2982	Rio Linda Elverta Recreation & Park District	Meeting Expense	100.00
Bill Pmt -Check	04/18/2024	2983	Sacramento Metropolitan AQMD	Permits	1,722.00
Bill Pmt -Check	04/18/2024	2984	Sierra Chemical Company	Chemical Supplies	1,386.00
Bill Pmt -Check	04/18/2024	2985	Spok Inc.	Field Communication	15.24
Bill Pmt -Check	04/18/2024	2986	Two Brothers Cathodic Services	Tank Maintenance	3,750.00
Bill Pmt -Check	04/18/2024	2987	USA BlueBook	Pumping Maintenance, Shop Supplies	2,839.82
Bill Pmt -Check	04/18/2024	2988	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	04/18/2024	2989	White Brenner	Legal Services	762.20
Bill Pmt -Check	04/18/2024	2990	Ferguson Enterprises	Capital Improvement: Small Meter Replacements	18,146.72
Total 10020 - Operating Account Budgeted Expenditures					403,547.08

Liability Check	04/04/2024	2953	Teamsters	Union Dues	813.00
Liability Check	04/04/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	04/15/2024	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	04/18/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	04/30/2024	EFT	WageWorks	FSA Expenditures - Employee Funded	1,055.95
Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs					3,069.85



Executive Committee Agenda Item: 9

Date: June 12, 2024

Subject: Financial Statements

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the Financial Reports of the District for the month of April 2024, then forward the report onto the June 24, 2024 Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The financial reports are the District's balance sheet, profit and loss, budget performance, and capital improvements year to date. This report provides a snapshot of the District's fiscal health for the period covered.

Once each quarter (including this report) staff provides an expanded version of the Finance Reports to provide additional finance details to the Board and public.

Conclusion:

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform the Board Members and the public on the District's financial condition.

Balance Sheet
As of April 30, 2024

ASSETS

Current Assets

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,731,417.92
Total 10000 · Operating Account	<u>1,731,417.92</u>
10475 · Capital Improvement	
10480 · General	831,482.70
10485 · Vehicle Replacement Reserve	27,948.49
Total 10450 · Capital Improvement	<u>859,431.19</u>
Total 100 · Non-Restricted Cash & Cash Equivalents	2,590,849.11

102 · Restricted Assets	
102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	523,478.92
10300 · Surcharge 1 Account	1,089,399.57
10350 · Umpqua Bank - Revenue Bond	120,990.87
10380 · Surcharge 2 Account	462,707.93
Total 102.2 · Restricted for Debt Service	<u>2,196,577.29</u>
102.4 · Restricted Other Purposes	
10385 · Available Funding Cr6 Projects #1	476,668.52
10481 · Available Funding Cr6 Projects #2	505,000.00
10490 · Future Capital Imp Projects	1,237,435.19
10600 · LAIF Account - Capacity Fees	939,073.54
10650 · Operating Reserve Fund	337,484.77
Total 102.4 · Restricted Other Purposes	<u>3,495,662.02</u>
Total 102 · Restricted Assets	5,692,239.31

Accounts Receivable	0.00
Other Current Assets	
12000 · Water Utility Receivable	45,519.97
12200 · Accrued Revenue	150,000.00
12250 · Accrued Interest Receivable	2,997.89
15000 · Inventory Asset	49,574.32
16000 · Prepaid Expense	37,924.59
Total Other Current Assets	<u>286,016.77</u>
Total Current Assets	8,569,105.19

Fixed Assets	
17000 · General Plant Assets	685,384.68
17100 · Water System Facilites	25,221,550.97
17300 · Intangible Assets	383,083.42
17500 · Accum Depreciation & Amort	-11,848,271.81
18000 · Construction in Progress	873,029.55
18100 · Land	576,672.45
Total Fixed Assets	<u>15,891,449.26</u>

Other Assets	
18500 · ADP CalPERS Receivable	440,000.00
19000 · Deferred Outflows	1,106,047.00
19900 · Suspense Account	0.00
Total Other Assets	<u>1,546,047.00</u>

TOTAL ASSETS	<u>26,006,601.45</u>
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Balance Sheet
As of April 30, 2024

LIABILITIES & NET POSTION

Liabilities	
Current Liabilities	
Accounts Payable	18,312.24
Credit Cards	66.00
Other Current Liabilities	952,206.15
Total Current Liabilities	<u>970,584.39</u>
Long Term Liabilities	
23000 - OPEB Liability	37,482.00
23500 - Lease Buy-Back	508,777.27
25000 - Surcharge 1 Loan	2,708,943.73
25050 - Surcharge 2 Loan	2,085,040.16
26000 - Water Rev Refunding	1,349,516.00
26500 - ADP CalPERS Loan	410,000.00
27000 - AMI Meter Loan	85,138.71
29000 - Net Pension Liability	824,024.00
29500 - Deferred Inflows-Pension	97,916.00
29600 - Deferred Inflows-OPEB	44,171.00
Total Long Term Liabilities	<u>8,151,008.87</u>
Total Liabilities	9,121,593.26
Net Position	
31500 - Invested in Capital Assets, Net	9,494,326.46
32000 - Restricted for Debt Service	705,225.24
38000 - Unrestricted Equity	6,140,305.30
Net Income	545,151.19
Total Net Position	<u>16,885,008.19</u>
TOTAL LIABILITIES & NET POSTION	<u><u>26,006,601.45</u></u>

Accrual Basis

Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of April 30, 2024

	<u>Annual Budget</u>	<u>Apr 24</u>	<u>YTD Jul 23-Apr 24</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	3,146,600.00	160,245.99	2,364,755.18	75.15%	781,844.82
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.75	34.48	98.51%	0.52
Surcharge Total 41110 · Investment Revenue	35.00	3.75	34.48	98.51%	0.52
41120 · Property Tax	118,000.00	0.00	73,265.25	62.09%	44,734.75
Total 41000 · Nonoperating Revenue	118,035.00	3.75	73,299.73	62.10%	44,735.27
Total Income	<u>3,264,635.00</u>	<u>160,249.74</u>	<u>2,438,054.91</u>	<u>74.68%</u>	<u>826,580.09</u>
Gross Income	3,264,635.00	160,249.74	2,438,054.91	74.68%	826,580.09
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	159,848.00	5,762.00	73,878.20	46.22%	85,969.80
60100 · Personnel Services					
60110 · Salaries & Wages	831,113.00	63,893.52	648,939.57	78.08%	182,173.43
60150 · Employee Benefits & Expense	496,718.00	34,765.35	349,611.27	70.38%	147,106.73
Total 60100 · Personnel Services	<u>1,327,831.00</u>	<u>98,658.87</u>	<u>998,550.84</u>	<u>75.20%</u>	<u>329,280.16</u>
60200 · Administration	258,133.00	15,092.62	207,156.00	80.25%	50,977.00
64000 · Conservation	500.00	0.00	333.84	66.77%	166.16
65000 · Field Operations	601,900.00	28,438.49	401,148.98	66.65%	200,751.02
Total 60000 · Operating Expenses	2,348,212.00	147,951.98	1,681,067.86	71.59%	667,144.14
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	156,908.00	0.00	63,908.00	40.73%	93,000.00
69110 · Interest	44,087.00	0.00	22,521.04	51.08%	21,565.96
Total 69100 · Revenue Bond	<u>200,995.00</u>	<u>0.00</u>	<u>86,429.04</u>	<u>43.00%</u>	<u>114,565.96</u>
69125 · AMI Meter Loan					
69130 · Principle	139,741.00	0.00	139,726.82	99.99%	14.18
69135 · Interest	3,972.00	0.00	3,961.48	99.74%	10.52
Total 69125 · AMI Meter Loan	<u>143,713.00</u>	<u>0.00</u>	<u>143,688.30</u>	<u>99.98%</u>	<u>24.70</u>
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,628.00	0.00	0.00	0.00%	1,628.00
Total 69100 · PERS ADP Loan	<u>31,628.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>31,628.00</u>
Total 69010 · Debt Service	376,336.00	0.00	230,117.34	61.15%	146,218.66
69400 · Other Non-Operating Expense	2,300.00	0.00	1,430.00	62.17%	870.00
Total 69000 · Non-Operating Expenses	<u>378,636.00</u>	<u>0.00</u>	<u>231,547.34</u>	<u>61.15%</u>	<u>147,088.66</u>
Total Expense	<u>2,726,848.00</u>	<u>147,951.98</u>	<u>1,912,615.20</u>	<u>70.14%</u>	<u>814,232.80</u>
Net Ordinary Income	<u>537,787.00</u>	<u>12,297.76</u>	<u>525,439.71</u>		
Net Income	<u><u>537,787.00</u></u>	<u><u>12,297.76</u></u>	<u><u>525,439.71</u></u>		

Accrual Basis

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2023-24
 As of April 30, 2024

	GENERAL		VEHICLE & LARGE EQUIPMENT REPLACEMENT		FUTURE CAPITAL IMPROVEMENT PROJECTS		HEXAVALENT CHROMIUM MITIGATION	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES								
Fund Transfers								
Operating Fund Transfers In	611,800.00	509,840.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(362,645.00)	-	10,000.00	-	352,645.00	-	-	-
PERS ADP Loan Payment								
Principle					30,000.00	-	-	-
Interest					1,628.00	-	-	-
Investment Revenue	85.00	97.50	-	-	175.00	113.89	-	-
PROJECTS								
A · WATER SUPPLY								
A-1 · Miscellaneous Pump Replacements	40,000.00	-	-	-	-	-	-	-
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-	-	-
B · WATER DISTRIBUTION								
B-1 · Service Replacements	30,000.00	-	-	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	43,338.44	-	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	-	-	366,000.00	358,947.25	-	-
B-5 · Cathodic Protection Replacement - L Street Tanks	45,000.00	3,750.00	-	-	-	-	-	-
B-6 · Raising/Lowering Valve Covers	40,000.00	-	-	-	-	-	-	-
B-7 · Well 15 Cr6 Treatment-Design	-	-	-	-	-	-	75,000.00	-
Total B · WATER DISTRIBUTION	240,000.00	47,088.44	-	-	366,000.00	358,947.25	75,000.00	-
M · GENERAL PLANT ASSETS								
M-1 · Server Replacement	24,000.00	14,479.15	-	-	-	-	-	-
Total M · GENERAL PLANT ASSETS	24,000.00	14,479.15	-	-	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	304,000.00	61,567.59	-	-	366,000.00	358,947.25	75,000.00	-

Tim Shaw

From: Katie Worth <Katie.Worth@smud.org>
Sent: Friday, May 17, 2024 1:54 PM
To: Tim Shaw
Subject: SMUD News



Strategic Account Advisor Newsletter- Katie Worth

May 17th, 2024

Greetings Tim,

Hope you are doing well. We are all approaching the summer months and the middle of the year. I wanted to reach out to give you some utility updates and reminders about some of our programs and services so that you can make informed decisions for the remainder of the year. See below for the latest updates.

Projects

There are a lot of projects that are in the pipeline in Sacramento territory, and I want to best support you during those projects. If you are thinking of doing upgrades, repairs, or expanding, please reach out and let me help you with your planning process. Below are best practices:

- The best way to help support you is if you involve SMUD in the process as **early** as possible. We can help provide timing, guidance, and support on how to best approach project. (Sometimes incentives too!)
- We are having global supply chain issues, we are trying to mitigate those challenges the best we can, but there may be longer lead times.
- When submitting a project make sure to have your site plan, one line diagram and \$5,000 Deposit.
- Submit your project on the [SMUD Project Application Web Portal](#).

Programs

Lighting

Changing out old lighting to more efficient lighting, is a low hanging fruit that provides an easy low-cost way to save energy and money. Are you thinking of updating old, outdated lighting? This year is the year to do it, the incentive programs are affected by State Assembly Bill 2208 that prohibits the manufacture and sale of fluorescent lamps in California. Applications received in 2025 for any fluorescent lighting replacement with LED lighting will no longer be eligible for incentives. If you would like to change out old lighting your application for interest in lighting needs to be submitted before the end of the year. The install can happen next year, but we need to reserve the funds for this final year of lighting rebates. Please contact me, or submit an application [HERE](#).

Power Direct

[Power Direct](#) is an Automated Demand Response Program that can help your business control its energy use by integrating automated response capabilities into your energy management, lighting, and HVAC systems. Once the technology is installed, the systems automatically will scale back energy use when demand for energy is highest. This goes into effect only during peak hours on Conservation Days, from June 1 through September 30. Plus, you can choose how your facility will respond when a Conservation Day is called. When you reduce your energy consumption for at least two consecutive hours during peak hours, you'll receive an incentive of \$10.00/kW with a one-year commitment. If you want to learn more, please connect with me.

Rotating Outage Map

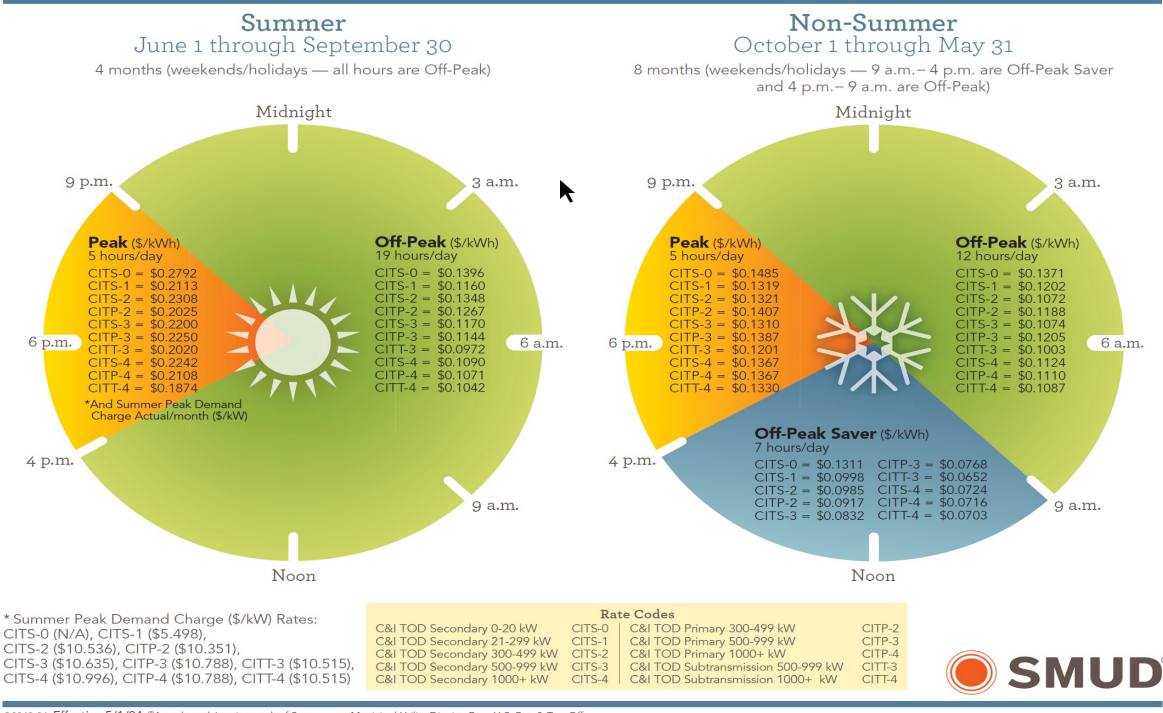
Due to a power emergency, we would have to implement rotating outages. We do not anticipate that happening this summer or during anytime, but we want you to be prepared. We will update our rotating outage page [HERE](#) to show who is impacted. Rotating outages help protect the stability of our power grid and lower the risk of widespread outages.

Each outage lasts approximately 1 hour, then rotates to another section(s). More than one section may experience an outage at the same time.

Time of Day Summer Rates

As of June 1st, we move into summer our summer rates. Summer rates are from June 1st to September 30th. Weekends and holidays are always off-peak rates. See time clocks below to find your rate.

Time-of-Day (TOD) Rate Clocks for commercial customers



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As always if you have any questions or concerns, I am here to support you. Please do not hesitate to call, email or text. Have a wonderful rest of the week.

Kind Regards,
Katie Worth *Safe Zone Advocate*
 Strategic Account Advisor, Customer Experience Delivery
 w.916-732-4914 | c. 916-208-5644 | Katie.Worth@SMUD.org

We're committed to 100% zero carbon by 2030 | Join the charge at CleanPowerCity.org

SMUD | Powering forward. Together.
 6301 S Street, Mail Stop A128, Sacramento, CA 95817
 P.O. Box 15830, Sacramento, CA 95852-0830

Upcoming out of office:
 Friday May 24th, 2024
 Friday June 7th, 2024
 Friday June 21st, 2024