

Agenda
Rio Linda / Elverta Community Water District
Executive Committee

Join Zoom Meeting

<https://us02web.zoom.us/j/82449999480?pwd=LzJZMHIhSkJPT3dmaHNRYjYwOGtiZz09>

Meeting ID: 824 4999 9480

Passcode: 350767

Dial by your location

408 638 0968 US

April 5, 2021

6:00 P.M.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT. THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE OR BY TELEPHONE

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 at the address listed above.

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. Update from Contract District Engineer.
2. Discuss the revised Request for Proposals (RFP) for annual pipe replacement projects.
3. Discuss the draft Proposition 218 Notice for proposed rates adjustment.
 - a. Discuss the relationship between the Water Forum Agreement, conservation commitment/matrices, and the rates designed to promote water use efficiency.
4. Discuss timing for resumption of in-person public meetings.
5. Discuss options for engaging an independent auditor.
6. Preliminary discussion of Urban Water Management Plan "2020".
7. Review the recently released Urban Residential Landscape Area Measurement (LAM) project for RLECWD (next stage for determining outdoor water use efficiency).
8. Review and discuss the expenditures of the District for the month of January 2021.
9. Review and discuss the financial reports for the month of January 2021.

Directors' and General Manager Comments:

Items Requested for Next Month's Committee Agenda

Adjournment

Next Executive Committee meeting: Monday, May 3, 2021 at 6:00 p.m. In person attendance to be determined.

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: April 5, 2021

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 16 Pump Station Construction
2. Development Reviews:
 - a. Electric Avenue Residential Development (7 Lots, between Cypress Street and Elverta Road)
 - b. Fox Hollow Residential Development (28 lots, 6th Street between Q Street and S Street)
 - c. 428 West Delano Street Residential Development (5 lots, between El Rio Avenue and Marindell Street)
 - d. 6515 & 6533 14th Street Residential Development (2 lots, between Elkhorn Boulevard and K Street)
 - e. Archway Avenue Extension (2 lots, at Paladin Way)
 - f. Shingle Wood Way Residential Development (24 lots, between O Street and Q Street)

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 April 19, 2021 Board of Directors Meeting agenda with recommendations as necessary.



Executive Committee Agenda Item: 2

Date: April 5, 2021

Subject: Discuss the revised RFP for the Annual Pipe Replacement Project

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

Recommended Committee Action:

Receive a report from the District Engineer on the new Request for Proposals (RFP) for the annual pipeline replacement project. It is requested that the Executive Committee review and discuss the RFP, and forward an item onto the April 19, 2021 Board of Directors Meeting agenda with the recommendation for Board approval to publicly advertise the RFP to receive construction bids from contractors.

Current Background and Justification:

As recommended by the Executive Committee on March 1, 2021 and approved by the Board of Directors on March 15, 2021, all responses to the 2020/2021 Pipe Replacement Project RFP were rejected and staff was directed to prepare a new RFP to solicit responses from contractors to perform construction services for a new Pipe Replacement Project by consolidating Capital Improvement Program (CIP) Annual Pipe Replacement Project budgets for fiscal years 2020/2021 and 2021/2022.

The new RFP is included in the Executive Committee's agenda package. The RFP requests respondents to submit qualifications, approach, work scope, budget, and schedule to install approximately 1,950 feet of 8" diameter water pipeline in Dry Creek Road between U Street and Q Street.

Conclusion:

I recommend the Executive Committee receive the report from the District Engineer. Then, as appropriate, forward this item onto the April 19, 2021 Board of Directors Meeting agenda with recommendations as necessary.



**RIO LINDA / ELVERTA COMMUNITY
WATER DISTRICT**

730 L Street
Rio Linda, California 95673
Phone: (916) 991-1000 • Fax: (916) 991-6616
www.rlecwd.com

DRAFT
REQUEST FOR PROPOSALS (RFP)

For Construction of the:

**2020/2021 & 2021/2022 CIP PIPELINE
REPLACEMENT PROJECT:
DRY CREEK ROAD**

April 19, 2021

RESPONSES DUE:

May 27, 2021
2:00 PM

CONTACT:

Mike Vasquez, PE, PLS
District Engineer
(650) 292-9112
mvasquez@ekiconsult.com

1. Introduction

The Rio Linda / Elverta Community Water District (District) Board of Directors has adopted a Capital Improvement Program (CIP) that includes annual replacement of existing water main pipeline. The District is now soliciting proposals from qualified construction firms for the construction and installation of approximately 2,000 feet of water main and all associated appurtenances and services for conveyance of potable water. The District CIP budget for this project shall be from the fiscal years 2020/2021 and 2021/2022

2. Background/Overview

The District is an independent special water district which serves the communities of Rio Linda and Elverta in Sacramento County and serves approximately 4,500 customers. The District is located north of the City of Sacramento in northwestern Sacramento County. The area within the District's boundary comprises about 12,415 acres (19.4 square miles).

The work to be performed under this RFP includes the furnishing of all labor, materials, tools, and equipment necessary for the completion of the 2020/2021 & 2021/2022 CIP Pipeline Replacement Project – Dry Creek Road. The work generally consists of the performance, construction, and installation of the following:

- Piping and Appurtenances
- Trench restoration, paving, and slurry seal
- Abandonment of Existing Water Facilities
- Flushing, Pressure Testing, and Disinfection

The proposed waterline will replace the use of the existing waterline in Dry Creek Road. The existing waterline will be abandoned in place. This RFP is intended to obtain an approach and cost from contractors to install a potable water pipeline as intended in the Project Plan (Exhibit A). Only the amount of project components actually installed will be compensated.

3. Proposal Schedule

The following schedule is tentative, and the District may amend the tentative schedule as necessary by addenda.

Schedule of Events:

Publicly advertise the Project:	4/20/2021
Pre-proposal conference:	11 AM, 5/11/2021
Last Day for Questions:	12 PM, 5/19/2021
Responses Due:	2 PM, 5/27/2021
Contract Award:	6/25/2021
Notice to Proceed:	7/12/2021

The target date for final acceptance of construction in September 30, 2021. Contractor shall pay to the District liquidated damages in the amount of \$500.00 per day for each calendar day after the date of Final Acceptance (pursuant to the agreed upon schedule) for which the contractor has not received Final Acceptance.

4. Pre-Proposal Conference

A pre-proposal conference via Zoom has been scheduled for May 11, 2021 at 11:00 AM at:

[LINK TBD](#)

Meeting ID: **TBD**

Passcode: **TBD**

By phone: **TBD**

It is highly encouraged that each prospective responder review the RFP, associated documents, and inspect the project location prior to the pre-proposal conference.

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

5. Scope of Services

The Contractor selected for this project will be required to provide the labor, equipment and materials to complete the scope of work as shown on the Project Plan (Exhibit A) for this project as described below:

- a. Installation of Piping and Appurtenances
- b. Trench restoration, paving, and slurry seal
- c. Flushing, Pressure Testing, and Disinfection
- d. Traffic Control
- e. SWPPP
- f. Abandonment of Existing Water Facilities
- g. The Contractor shall perform all work pursuant to the Project Plan (Exhibit A), and pursuant to the Rio Linda / Elverta Community Water District and Sacramento County Construction Standards.

The proposed waterline will replace the use of the existing waterline in Dry Creek Road. The existing waterline will be abandoned in place.

6. Required Submittals for Proposals

Hard copies of proposals are to be submitted no later than 2:00 pm on May 27, 2021 to:

Rio Linda / Elverta Community Water District
Attention: Mike Vasquez, PE, PLS, District Engineer
730 L Street
Rio Linda, CA 95673

The proposer is requested to submit three (3) hard copies and one (1) electronic copy (in PDF on CD, flash drive, or other electronic media) of the proposal that contains the items listed in the following section.

In light of the COVID-19 pandemic, electronic submittals in PDF format will be accepted via email transmittal to mvasquez@ekiconsult.com as an alternative to hard copies and electronic media devices. If utilizing the email submittal method, the proposer is requested to submit the proposal response and cost estimate in separate attachments to the email.

Proposals must be received by the date and time described above. The District reserves the right to reject any or all of the proposals submitted. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from any of the firms providing a proposal.

7. Proposal Requirements

The proposal shall display clearly and accurately the capability, knowledge, experience, and capacity of the construction firm to meet the requirements of this RFP. Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. The entire content of the proposal is limited to 6 pages (12 point font), excluding any appendices. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

The proposal submitted in response to this RFP shall include:

Cover Letter (1 Page)

A principal of the construction firm authorized to commit the firm to the requirements of the RFP must sign the letter. The cover letter shall include the following:

- Title of this RFP.
- Name and Mailing Address of Construction Firm (include physical location if mailing address is a PO Box).
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement committing personnel identified in the proposal to support the District when requested by the District.
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number)
- Statement of acceptance or objections to terms and conditions of the District's Construction Services Agreement (Exhibit C). If there are any comments on the terms and conditions, alternative language shall be included for consideration by the District.
- A statement that the Contractor will meet the insurance requirements stated in the attached Sample Agreement (Exhibit C).
- Statement of no conflict of interest if awarded this contract or how any potential conflicts will be addressed.

Qualifications (up to 2 Pages)

A statement of the firm's qualifications and ability to commit adequate resources to perform the scope of services and successfully complete the project in a timely manner. Identify any sub-Contractors

Award of this contract requires a valid California Contractor's Class A – General Engineering license.

Requirements: Contractor/subcontractor(s) shall meet the following requirements:

- Possess current licenses and insurance as required in the specifications
- Contractor's license shall not have been revoked at any time in the last ten (10) years
- No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
- Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the proposing or performance of a government contract
- Any other qualifications requirements included in contract documents

The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of potable water pipeline improvements. The required experience includes the following:

- The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 1,000 lineal feet of potable water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.

The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:

- Project name
- Contract/subcontract cost
- Construction time in months
- Owner's representative
- Owner's representative's telephone number
- Date of substantial completion

Project Approach (up to 2 Pages)

Provide a detailed discussion of the Contractor's approach towards the successful and timely completion of the scope described above. Identify any critical issues or potential problems and discuss how your firm will address them. Include a description of all work that will be subcontracted to others.

Also, include your expectations of work to be performed by District staff. The proposer is highly encouraged to propose an approach to complete the project in the most efficient way possible, potentially utilizing the experience of District staff in such ways that are beneficial to both the contractor and District operation and maintenance staff. Approaches utilizing a partnering strategy with District operation and maintenance staff to perform the work are highly desirable.

Schedule (1 Page)

Provide a proposed work schedule to accomplish all of the required tasks within the desired timeline.

Proposed Budget and Rate Schedule, SUBMITTED IN A SEPARATE, SEALED ENVELOPE

In a separate sealed envelope: Provide a cost estimate pursuant to Construction Cost Form (Exhibit B) on a task-by-task basis. The budget for the project must be presented as not-to-exceed, with all overhead/expenses included in the estimated costs. If transmitted via email, the District acknowledges not to view the cost proposal until after a respondent is deemed the most qualified.

It is expected that the cost estimate will remain in effect for the duration of the Agreement. If the District is unable to negotiate a construction services agreement with

the most qualified respondent, and/or finds the budget unreasonable for the needs of the District, the District will terminate discussions with the most qualified respondent and begin discussions with the second most qualified respondent and so on until a construction services agreement is executed with a reasonable budget meeting the District's needs.

Appendices

Include any appendices with any item the proposer feels to be relevant to the RFP submittal.

8. Pertinent Information

Addenda and Supplements

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided to all firms on the RFP distribution list. Copies of any addenda signed as received by the proposer shall be included in the proposal under an appendix.

Proposal Costs

All costs associated with the development of the proposal shall be the responsibility of the Contractor and shall not be chargeable in any manner to the District.

Use of Proposal Ideas

The District reserves the right to use any or all of the firms' ideas presented in the proposals. Selection or rejection of the proposal does not affect this right.

Any information submitted in a proposal which the Contractor considers proprietary must be identified as such, and the Contractor shall include the legal basis for a claim of confidentiality. The District will not assert the confidentiality of such information unless the Contractor executes and submits a written agreement prepared by the District, to defend and indemnify the District for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not the District will assert the claim of confidentiality on behalf of the proposer is in the sole discretion of the District.

Bonds

The successful proposer shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the Rio Linda / Elverta Community Water District, each for not less than one hundred percent (100%) of the contract price.

Pursuant to the California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the Rio Linda / Elverta Community Water District to ensure performance under this contract.

Claims

Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

Pursuant to Public Contract Code section 9204, all contracts entered into after January 1, 2017 must abide by the contract claims process described in this section and resolved in accordance to this section as summarized below:

- **District Review of Claim.** Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.
- **Meet and Confer Conference.** If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.
- **Non-Binding Mediation.** Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
- **Interest.** Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.
- **The foregoing is a summary of section 9204.** In the event of any conflict between the summary and section 9204, the statute will govern.

Labor Compliance

To be qualified to propose on this Project, proposers must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the California Labor Code. All subcontractors listed in a qualified proposal as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

The District affirmatively identifies this Project as a "public works project" as that term is defined by Labor Code Section 1720. Therefore, the Project is subject to prevailing wage requirements under Labor Code Section 1771. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site, and prohibitions

against discrimination. The prevailing wage rates may be obtained on the internet at: <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>. The prevailing wage rates obtained from the internet link are hereby incorporated in this Contract and made a part hereof.

No contractor or subcontractor may be listed on a proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for proposal purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

9. Proposal Evaluations

The proposals will be reviewed and evaluated by District staff. The District does not anticipate interviews.

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
1. Qualifications	35
2. Approach	50
3. Schedule	15
Total Possible Points:	100

Award of the RFP shall be made to the, responsive and responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the District after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP.

10. Award of Contract

The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive an informality or non-substantive irregularity as the interest of the District may require and to be the sole judge of the selection process. The District also reserves the right to negotiate separately in any manner to serve the best interest of the District.

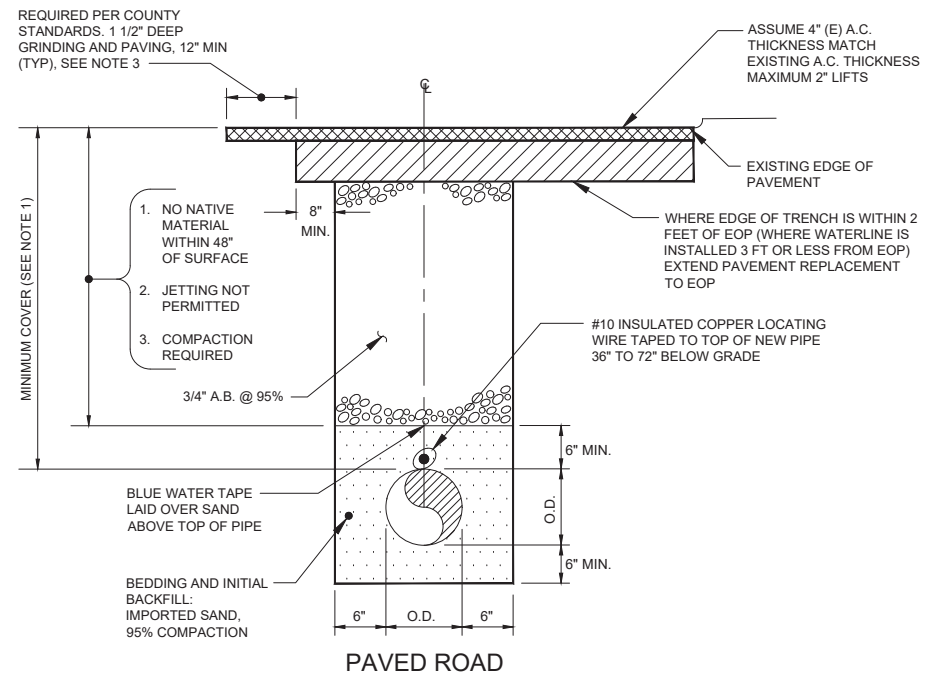
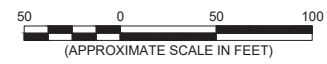
We appreciate your interest in providing construction services to the District and look forward to a successful relationship with the selected firm. If you have any questions, please contact District Engineer Mike Vasquez, PE, PLS at (650) 292-9112 or mvasquez@ekiconsult.com.



DRY CREEK ROAD WATER PIPELINE LAYOUT AT STA. 0+00 TO STA. 13+50

GENERAL NOTES:

- WORK INCLUDED (BUT NOT LIMITED TO):
 - ALL WORK SHALL CONFORM TO THE APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND SPECIFICATIONS INCLUDING OSHA.
 - EXCAVATIONS SHALL BE CARRIED OUT IN THE DRY AND PROVISIONS SHALL BE MADE TO PREVENT THE BOTTOM OF EXCAVATION FROM FLOODING AT ALL TIMES.
 - IT IS THE CONTRACTORS RESPONSIBILITY TO ASSURE JOB SAFETY. LOCAL, STATE AND FEDERAL, INCLUDING OSHA, LAWS AND RULES SHALL BE ENFORCED BY THE CONTRACTOR AT ALL TIMES.
 - THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA), (800) 642-2444, 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL ALSO NOTIFY ALL OTHER UTILITIES, NOT IN USA, 48 HOURS PRIOR TO ANY EXCAVATION.
 - ALL STRUCTURES AND FACILITIES DAMAGED BY CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
- THE TYPES LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE DISTRICT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL LOCATIONS.
- ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION OF RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT'S STANDARD CONSTRUCTION SPECIFICATIONS.
- PRIOR TO COMMENCEMENT OF ANY WORK SHOWN ON THESE PLANS LOCATED WITHIN EXISTING RIGHT-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM SACRAMENTO COUNTY PLANNING, INSPECTION, AND PERMITTING DEPARTMENT. THE CONTRACTOR WILL BE REQUIRED TO POST A PERFORMANCE BOND AND PROVIDE PROOF OF INSURANCE NAMING THE DISTRICT AS ADDITIONALLY INSURED.
- THE COMPLETED WATER SYSTEM MUST BE DISINFECTED, HDYO-TESTED, AND FLUSHED. THE CONTRACTOR SHALL PROVIDE ALL TESTING AND PAY FOR ALL DISTRICT INSPECTION COSTS.
- PIPELINES SHALL BE INSTALLED ON UNIFORM GRADES TO MINIMIZE HIGH SPOTS AND LOW SPOTS IN THE LINE.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL. TRAFFIC CONTROL AND PAVEMENT CUTTING AND RESTORATION ARE UNDER THE JURISDICTION OF SACRAMENTO COUNTY. A TRAFFIC PLAN SHALL BE SUBMITTED TO THE DISTRICT PRIOR TO SUBMITTING TO SACRAMENTO COUNTY.
- FOR LOCATIONS WHERE TUNNELING/TRENCHING OCCURS UNDER EXISTING STORM DRAIN PIPE, CONTROL DENSITY BACKFILL SHALL BE USED CONSISTENT WITH SECTION 50-15 OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS (SEPTEMBER 2001 REVISED MARCH 2004, REVISED JANUARY 1, 2016).
- SACRAMENTO COUNTY DEPARTMENT OF WATER RESOURCES REQUIRES A MINIMUM HORIZONTAL SEPARATION OF 36 INCHES AND A MINIMUM VERTICAL SEPARATION OF 18 INCHES FROM NEAREST SIDE OF STORM DRAIN FACILITY. ALL DRAINAGE FACILITIES SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
- ALL CONSTRUCTION WORK AND INSTALLATION SHALL CONFORM TO THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS AND ALL OF ITS DRAWINGS, DATED FEBRUARY 2017. ALL WORK IS SUBJECT TO THE APPROVAL OF THE ENGINEER.
- FOR ALL TRENCH EXCAVATIONS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM CAL OSHA (2424 ARDEN WAY, STE 165, (916) 263-2800) PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
- BASEMAP SOURCE: GOOGLE EARTH PRO, DATE OF IMAGERY 10 MAY 2018.



NOTES:

- MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 36 INCHES.
- CONTRACTOR TO PROVIDE SLURRY SEAL COAT FOR HALF WIDTH OF THE ROAD, PLUS A MINIMUM OF 24" ON EACH SIDE OF THE TRENCH OR TO THE EOP (WHERE WATERLINE IS INSTALLED 3 FT OR LESS FROM EOP) PER SACRAMENTO COUNTY STANDARDS.
- REQUIRED ONLY FOR PAVEMENT BETWEEN THREE AND FIVE YEARS OLD. SEE ENCROACHMENT PERMIT FOR ADDITIONAL INFORMATION.

WATER LINE T-TRENCH DETAIL 1
NOT TO SCALE

LEGEND:

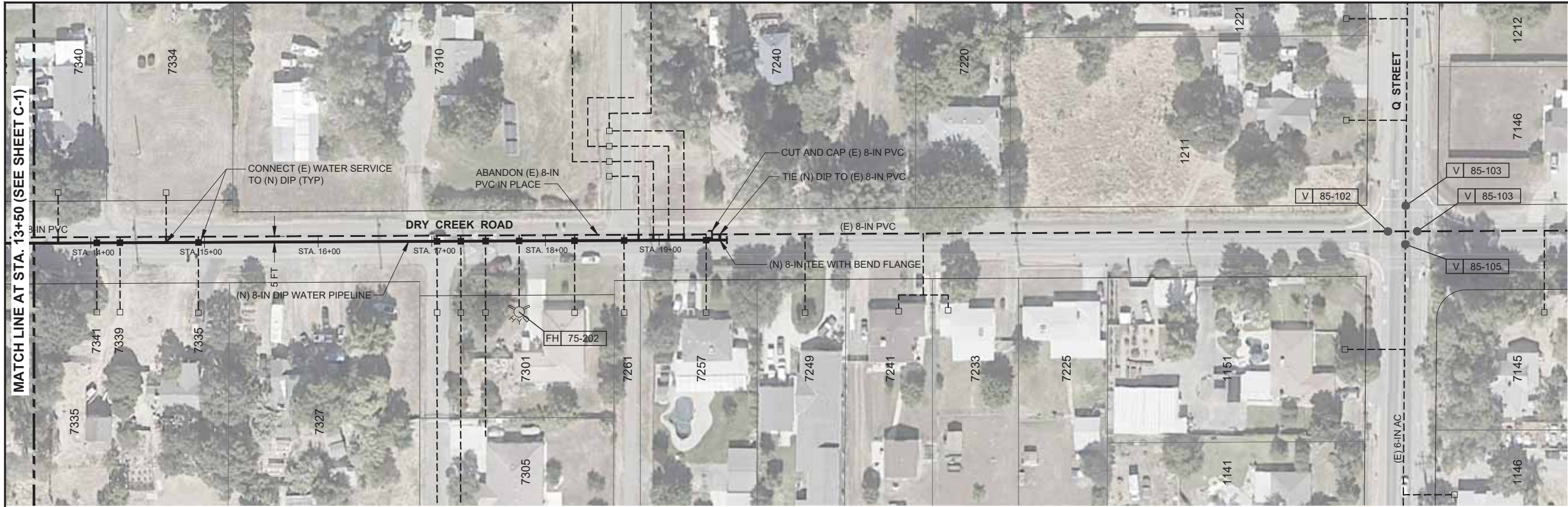
- (N) DIP WATER PIPELINE
- (N) WATER SERVICE CONNECTION
- CUT AND CAP
- (E) DISTRIBUTION SYSTEM PIPING
- (E) DISTRIBUTION SYSTEM VALVE
- (E) FIRE HYDRANT
- (E) WATER SERVICE
- (E) VALVE IDENTIFICATION PAGE NUMBER - UNIQUE NUMBER
- (E) FIRE HYDRANT IDENTIFICATION (PAGE NUMBER - UNIQUE NUMBER)
- 7401 ADDRESS NUMBER

ABBREVIATIONS:

- (E) = EXISTING
- (N) = NEW
- EOP = EDGE OF PAVEMENT
- DIP = DUCTILE IRON PIPE (CLASS 350, BITUMEN COATED MORTAR LINED DOUBLE WRAPPED)
- FT = FEET
- IN = INCH OR INCHES
- O.D. = OUTSIDE DIAMETER
- MIN. = MINIMUM
- PVC = POLYVINYL CHLORIDE
- STA. = STATION
- TYP = TYPICAL

DWC: C:\Users\vicarita\appdata\local\Temp\icPublish_92776\C-1 AND C-2.dwg Version: 22.06 (LMS Tech) User: ricarita DATE: Mar 23, 2021 - 4:17:34 pm

DATE	SCALE	DRAWN	DESIGNED	APPROVED	JOB NO.	REV	DESCRIPTION	APP'D	DATE
03/23/2021	AS SHOWN	CCR	GMV	GMV	C00085.00				
VERIFY SCALE: 1" = 100' BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, SCALE ACCORDINGLY.									
SHEET NUMBER									
C-1									
1 OF 2									



DRY CREEK ROAD WATER PIPELINE LAYOUT AT STA. 13+50 TO STA. 19+50



	
915 HIGHLAND POINTE DRIVE, SUITE 260 ROSEVILLE, CALIFORNIA 95778 (950) 282-9112 • FAX (950) 552-9012	
RIO LINDA / EL VERTA COMMUNITY WATER DISTRICT 2020/2022 CIP PIPELINE REPLACEMENT PROJECT - DRY CREEK ROAD RIO LINDA, CALIFORNIA	
EXHIBIT A PROPOSED WATER PIPELINE	
DATE:	03/23/2021
SCALE:	AS SHOWN
DRAWN:	CCR
DESIGNED:	GMV
APPROVED:	GMV
JOB NO.:	C00085.00
REV	DESCRIPTION
APPRD	DATE
SHEET NUMBER	
C-2	
1 OF 2	

Exhibit B
Construction Cost Form

ITEM NO.	ITEM	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization, Demobilization, Bonds, SWPPP	1	LS		
2	Potholing	15	EA		
3	Traffic Control	1	LS		
4	Furnish and Install 8" DIP Water Pipeline	1950	LF		
5	Connect New Pipeline to Existing Pipeline	2	EA		
6	Connect Existing Water Service to New Pipeline	30	EA		
7	Connect Existing Fire Hydrant to New Pipeline	2	EA		
8	Pressure Testing and Disinfection	1	LS		
9	Furnish and Install Asphalt Concrete	8000	SF		
10	Furnish and Install Slurry Seal	23500	SF		

TOTAL PRICE = _____

(NUMBERS)

TOTAL PRICE = _____

(WORDS)

Notes:

1. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the cost amount.
2. Mobilization and Demobilization shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided. Shall be no more than 5% of the total cost.
3. All other necessary construction work and services required for the successful completion of the project shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided.

LF = Linear Foot, EA = Each, LS = Lump Sum, SF = Square Foot

Exhibit C

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT:
PROJECT NO. _____ - _____**

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California ("District") and [Contractor Name], ("Contractor") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

- A.** Contractor represents to District that it is a duly qualified and licensed firm experienced in providing professional construction services in support of the [Project Name].
- B.** In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Contractor to perform construction services on the [Project Name] (the "Project").
- C.** Contractor has been selected as the most qualified to provide construction services resulting from their submitted Proposal dated [Month, Day,] 20___ in response to the District's Request for Proposals dated [Month, Day,] 20___, a description of such services is attached hereto as **Exhibit A** ("Services").

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and continue until the project is accepted by the District and a Notice of Completion is filed, provided that either Party may terminate the Agreement by providing thirty (30) days written notice to the other Party, or extend the agreement by mutual consideration.

Exhibit C

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date"). Contractor, however, shall not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services as described in **Exhibit A** and as provided in approved Task Orders. Contractor shall not receive additional compensation for the performance of any services unless they are approved by the District in writing.

(b) *Modification of Services.* Only the District's General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed, and shall conform to the requirements of the Services provided in **Exhibit A** or as provided in an approved Task Order. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 6. Payment. The District shall pay Contractor for all Services described in **Exhibit A**, which are performed and invoiced by Contractor.

Contractor shall submit monthly invoices to District for Services performed and expenses incurred during the preceding month. District shall pay Contractor within 30 days of receipt of each invoice. Each invoice shall identify all services performed and any expenses for which reimbursement is requested. Prior to payment, District may require Contractor to furnish supporting information and documentation for all charges for which payment is sought.

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services as described in this contract and that all of its services will be performed in accordance with the generally accepted Contractor practices and standards, in compliance with all applicable federal, state and local laws.

Exhibit C

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Authority.* Contractor represents that it possesses the necessary licenses, permits and approvals required to perform the Services or will obtain such licenses, permits or approvals prior to the time such licenses, permits or approvals are required. Contractor shall also ensure that all sub-Contractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered including registration for public works projects with the Department of Industrial Relations.

(d) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Sacramento County Clerk disclosing their financial interests.

(e) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers required as part of the construction services at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In

Exhibit C

cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's sub-Contractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 9. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 10. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 11. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, surveys, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however

Exhibit C

produced, that it received from District, its Contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 12. Termination by Default. If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Contractor.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the

Exhibit C

event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 14. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A. M. Best's rating of no less than A VII, and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *Professional Liability:* professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by sub-Contractor in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Contractor's prime agreement requires the sub-Contractor to carry additional Professional Liability insurance the sub-Contractor shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each Project or the general aggregate shall be no less than Two Million Dollars (\$2,000,000.00).

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

(e) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs

Exhibit C

advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 15. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its sub-Contractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect sub-Contractor, employee, Contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Section 16. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District:

Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, California 95673
Attention: Timothy R. Shaw, General Manager
Tel: (916) 991-8891

Exhibit C

With courtesy copy to: Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: Contractor Name
Address
City, State Zip
Attention:
Tel:

Section 17. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services

Section 18. General Provisions.

(a) *Modification.* No alteration, amendment, extension, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement by mutual consideration.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(e) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

Exhibit C

(f) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(h) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

DISTRICT: Rio Linda Elverta Community Water District, a county water district of the State of California

By: _____
Timothy R. Shaw, General Manager

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, District Counsel

CONTRACTOR:

Contractor Name

By: _____
Name, Title

Date: _____



Executive Committee Agenda Item: 3

Date: April 5, 2021

Subject: Rate Adjustment Proposition 218 Notice

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should provide feedback on the draft Prop 218 notice included with the Committee packets, then forward this item to the April 19th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

As discussed and directed at the March 15th Board meeting, where the Board approved the Rate Study / Cost of Service Analysis, the next step in the sequence of actions needed to implement a rate adjustment to be effective July 1, 2021 is to have the Board consider approving the Prop 218 notice at the April 19th regular meeting.

It is not necessary to determine the type of meeting (e.g. in-person option or virtual only) at the Committee meeting. However, dialog on pros and cons of each may be beneficial. If the Committee is so inclined, the Committee may make a recommendation on the type of meeting the Public Hearing described in the Prop 218 notice. Note, there have been several water agencies in our region who have performed rate adjustment public hearings via virtual meeting (e.g. Zoom) formats without any in-person public attendance.

Conclusion:

The Committee should discuss and forward this item onto the April 19th Board agenda with the Committee's recommendation for Board approval.



NOTICE OF PUBLIC HEARING TO ADJUST WATER SERVICE RATES AND FEES

**Monday, June 21st, 2021 at 6:30 pm
at **LOCATION****

Background & Purpose of this Notice

You are receiving this notice because you are a Rio Linda / Elverta Community Water District (RLECWD or District) water customer or you own property receiving District services. RLECWD will be considering the adoption of adjustments in the District's water service fees and changes in the water rate structure for the next five years. As described below, the Board of Directors will be holding a Public Hearing on **Monday, June 21, 2021 at 6:30 pm** to consider proposed rate adjustments. The District relies on rates paid by customers to fund the costs of operations, maintenance, and infrastructure improvements. The District provides water service to about 4,600 customers, including homes and businesses.

Why are rate changes necessary?

The District is regulated by the State. The State continues to implement mandates to manifest improved water use efficiency. Failing to achieve the State's water use efficiency mandates may result in the District being fined as much as \$10,000 per day. RLECWD's current rate structure is not compatible with State mandates. Additionally, the District is committed to providing quality service and the lowest possible rates for customers. To meet these standards and commitments, the District monitors customers' water consumption trends, the cost of providing water service, and the total operating costs associated with delivering drinking water which meets or exceeds all state and federal standards.

The District recently engaged an independent rate consultant who reviewed the comprehensive cost of providing service and the requirements of new State legislation (California Senate Bills 606 and 555 and Assembly Bill 1668) regarding water conservation and water loss reporting. The rate study report developed by the consultant is available on the District's website. Based on this evaluation, water system revenues must increase to: enable the District to recover current and projected costs of operations and maintenance, fund capital infrastructure maintenance, and maintain financial stability. Water rate structure adjustments are required to comply with: the substantive requirements of Proposition 218, water conservation mandates, and legal rulings. If adopted by the District's Board of Directors, the new rates would go into effect July 1 of each year. The first increase would occur July 1, 2021.

Proposed Water Rate Structure Changes

RLECWD bills for water service on a bimonthly basis such that each bill reflects two months of water usage. The District's current water service fees are comprised of three components: (1) a fixed charge that is determined based on the size of the meter serving the property; (2) a volume charge that is imposed for each hundred cubic foot (ccf; one ccf is 748 gallons) of water consumed above 6 ccf per billing period; and (3) two surcharges that fund capital improvements and are billed regardless of water consumption and meter size. Customers participating in the standby fire protection and backflow prevention programs are charged additional fixed bimonthly amounts for these services.

The District is proposing a rate structure that will be compliant with new water use efficiency regulations and will more fairly recover costs from customers. The proposed rate structure does not adjust existing capital surcharges. These surcharges have been obligated for servicing long-term debt for state mandated water capacity improvements and mitigation of Hexavalent Chromium. While the current rate structure features high fixed charges and a low volume rate, the proposed structure is designed with lower fixed charges and higher volume rates. Fixed charges primarily recover the District's fixed costs to maintain and improve infrastructure, including wells, water treatment, and pipelines. The volume rate charged per unit of water consumed primarily recovers the cost of supply and conveyance of water to customers.

RLECWD is proposing a two-tiered volume charge for single family residential customers. The first tier reflects efficient water use at a base level of demand. The second tier reflects water use above 17 ccf bimonthly, which is use in excess of the State's indoor conservation target for a four-person home. The second tier is higher cost because it reflects the increased expenses of providing water at peak demand, including higher pumping costs. Non-residential customers are proposed to have uniform volume rates that apply to all levels of water use. The non-residential volume rates recover the costs of supplying water at both base and peak demand. Previously, the first 6 ccf of water used per billing cycle was included in the fixed charge; however, the proposed adjustment will eliminate this allotment for all customers. Compared to existing rates, low water users will experience bill decreases while high water users will experience bill increases.

The proposed rate structure also includes a set of fees for single family residential inoperable meters. The fees are fixed charges that include the meter fee plus typical water use for cold weather periods (November to April) and warm weather periods (May to October).

Proposed Bimonthly Water Service Fees

The current and proposed rates for the District's water service fees are set forth in Table 1. Standby fire protection and backflow prevention charges will only apply to customers in these programs.

After the initial increase and rate structure change on July 1, 2021, water service fees are proposed to increase by about 4% per year each July 1, beginning in 2022 through 2025. Due to the rate structure adjustments, bill impacts will vary based on water meter size and bimonthly usage. High water users will have bill increases, while low water users will have bill decreases. For the average single family home using 29 ccf of water over two months, the rate adjustment would increase the bimonthly bill (including \$34.80 in existing surcharges) from \$113.29 to \$121.58 after July 1, 2021. For a single family customer with a 5/8" meter, usage up to 22 ccf per bimonthly period would result in a bill decrease, and usage above 22 ccf would result in a bill increase.

The proposed rate structure also includes drought rates, which are provided in Table 2. Drought rates reflect 30%, 40%, or 50% water cutbacks. The drought rates maintain the same rate structure as normal year water rates, with 2 tiers for single family residential customers and uniform tiers for commercial, institutional, and industrial (CII) and irrigation customers. Should a drought occur, customers will be billed the volume rates shown in Table 2 based on the necessary level of water cutback. Fixed charges would remain as shown in Table 1.

TABLE 1: Current and Proposed Bimonthly Water Rates (Non-drought)

Meter Size	Current	Proposed				
		July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
5/8"	\$59.86	\$33.65	\$35.11	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$33.65	\$35.11	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$53.11	\$55.42	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$101.76	\$106.18	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$160.14	\$167.10	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$345.01	\$360.02	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$617.45	\$644.31	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$33.65	\$35.11	\$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		\$65.88	\$68.73	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather		\$116.04	\$121.29	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather		\$65.88	\$68.73	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather		\$116.04	\$121.29	\$126.52	\$132.07	\$137.94
1" - Cold Weather		\$85.34	\$89.04	\$92.99	\$97.06	\$101.24
1" - Warm Weather		\$135.50	\$141.60	\$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		\$1.65	\$1.72	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf		\$2.09	\$2.19	\$2.28	\$2.38	\$2.49
CII ** (all use)		\$1.86	\$1.95	\$2.03	\$2.12	\$2.22
Irrigation (all use)		\$2.13	\$2.23	\$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)						
Per device	\$8.33	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14

* ccf – hundred cubic fee; one ccf = 748 gallons

**CII – commercial, institutional, and industrial

TABLE 2: Current and Proposed Bimonthly Drought Rates

	Current	Proposed				
		July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Stage 2 Drought: 30% Conservation		Volume Rates \$/ccf *				
Current Rate per ccf (over 6 ccf) \$0.92						
Single Family Residential						
Tier 1: 0-17 ccf		\$2.25	\$2.35	\$2.45	\$2.56	\$2.67
Tier 2: 17+ ccf		\$2.88	\$3.01	\$3.14	\$3.28	\$3.43
CII ** (all use)		\$2.66	\$2.78	\$2.90	\$3.04	\$3.17
Irrigation (all use)		\$3.04	\$3.18	\$3.32	\$3.47	\$3.63
Stage 3 Drought: 40% Conservation						
Current Rate per ccf (over 6 ccf) \$1.08						
Single Family Residential						
Tier 1: 0-17 ccf		\$2.58	\$2.69	\$2.81	\$2.94	\$3.07
Tier 2: 17+ ccf		\$3.32	\$3.46	\$3.62	\$3.78	\$3.95
CII (all use)		\$3.10	\$3.24	\$3.39	\$3.54	\$3.70
Irrigation (all use)		\$3.55	\$3.71	\$3.88	\$4.05	\$4.24
Stage 4 Drought: 50% Conservation						
Current Rate per ccf (over 6 ccf) \$1.29						
Single Family Residential						
Tier 1: 0-17 ccf		\$3.04	\$3.18	\$3.32	\$3.47	\$3.62
Tier 2: 17+ ccf		\$3.93	\$4.10	\$4.29	\$4.48	\$4.68
CII (all use)		\$3.72	\$3.89	\$4.07	\$4.25	\$4.44
Irrigation (all use)		\$4.26	\$4.45	\$4.65	\$4.86	\$5.08

* ccf – hundred cubic fee; one ccf = 748 gallons
 **CII – commercial, institutional, and industrial

Public Notice and Majority Protest Process

In 1996, California voters adopted Proposition 218. The provisions of Proposition 218 provide that certain types of “Property Related Fees” are subject to a “majority protest” process. Under the majority protest process, any property owner or customer of record may submit a written protest for the proposed rate adjustments; provided, however, that only one protest be counted per identified parcel. If protests are filed on behalf of a majority of the parcels subject to the rates before the end of the public hearing on June 21, the District’s Board of Directors cannot adopt the proposed rates.

Any written protest must: (1) state that the identified property owner or customer of record is in opposition to the proposed adjustments; (2) provide the location of the identified parcel (by assessor's parcel number or street address); and (3) include the name and signature of the property owner or customer of record submitting the protest. Written protests may be submitted **by mail addressed to _____, in person to _____**, or at the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted.

At the public hearing, the Board of Directors will review the amounts of the rates as well as the methodology for calculating the proposed rates. At the conclusion of the hearing, protests will be counted and validated. If protests are filed on behalf of a majority of the parcels subject to the rates before the end of the public hearing, the District's Board of Directors cannot adopt the proposed rates. If a majority of the parcels do not protest the proposed increase, the Board has the authority to adopt the proposed rates. If adopted, the rates will not exceed the rates presented in this notice. Any rate change, if enacted, will take effect no earlier than July 1, 2021.

DRAFT



Executive Committee Agenda Item: 3 a

Date: April 5, 2021

Subject: Water Forum Agreement Conservation Section

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

This item is intended to provide perspective and additional insight on the requirement to restructure the RLECWD rates in order to promote conservation (improve water use efficiency).

Current Background and Justification:

The Water Forum agreement was adopted in 2000 and remains in effect until 2030 unless it is replaced with a new agreement (Water Forum II) prior to 2030. The 2000 Water Forum agreement was achieved over a 5-year deliberation among a diverse group of stakeholders including interests of environmentalist, regulator/enforcement, flood control, and water purveyors. The intent of the Water Forum Agreement was to avoid a “train wreck” of litigation certain to befall our region if the over-drafting of groundwater, overuse of surface water, and environmental consequences continued unchecked.

Under the “worst-case scenario”, when overlying rights holders are ready to exercise their unexercised rights, or when the city, county, or other entity seeks to appropriate more groundwater for municipal purposes, basin-wide pumping will exceed sustainable yield. The lack of surplus water serves as a signal that overlying rights may be lost through prescription and that appropriative rights may begin to ripen into prescriptive rights. In short, the inability to maintain a sustainable yield creates the conditions that have historically given rise to litigation and groundwater basin adjudication. Under this worst-case scenario, the “train wreck” that the Water Forum was established to prevent — divisive, expensive, and protracted litigation and adjudication — will have occurred.

As shown in the Conservation and Groundwater Management sections of the Water Forum Agreement, the agreed upon goal to mitigate undesirable consequences and associated “train wreck” was an emphasis on water conservation. More particularly, the Water Forum agreement stipulates and incorporates by reference the heavily detailed and documentation-specific Best Management Practices (BMPs) stipulated in the California Urban Water Conservation Council (CUWCC) MOU.

The CUWCC MOU has been terminated (2018). The water use efficiency mandates in SB 606 and AB 1668 have obviated the purpose of Best Management Practices to achieve conservation goals. The “carrot” of State grants and low-interest loans eligibilities through compliance with all applicable Best Management Practices has been replaced with the “stick” of \$10,000 per day fines for failing to improve water use efficiency (residential indoor, residential outdoor and commercial-industrial-institutional or CII). Nevertheless, the Water Forum Agreement remains in-tact. Unfortunately, the definite trend of the District’s water use over the past 5-years has been the antithesis of conservation. **The District has gone from 130 gallons per day per person in 2015 to 180 gallons per day per person in 2020.**

The State has recently published a notice of water allocation which is reflective of the past two dry years. This will continue and amplify the need to resume conservation (water use efficiency) efforts. It is one thing to miss out on a carrot. It is quite another to ignore the writing on the wall and be beaten with a stick. RLECWD rate restructuring is imperative. The District ratepayers cannot afford to have its elected Board kick the can down the road.

Conclusion:

The Committee should discuss this item in context with item 3, the Prop 218 notice.

WATER FORUM AGREEMENT



January 2000
Updated October 2015

V. WATER CONSERVATION ELEMENT

AMENDMENT – This section has been changed to reflect the updated Water Conservation Element. These changes were the result of a multi-year negotiation among Water Forum members.

Water Forum Successor Effort approval: May 14, 2009

A. Introduction

The Water Conservation Element of the Water Forum Agreement is essential to meeting both of the co-equal objectives of the Water Forum. It helps meet the region's water-supply needs, and minimizes the need for increased groundwater pumping and increased use of surface water, including diversions from the American River. Each water supplier in the region is committed to implementing a comprehensive water conservation plan.

Continued commitment to water conservation will benefit water purveyors, customers, and the environment because it:

- Reflects growing public support for the conservation of limited natural resources and adequate water supplies.
- Allows water districts to optimize the use of existing facilities.
- Delays or reduces the capital investments required for capacity expansion of water and wastewater treatment facilities even though the service area may grow.
- Is essential for the state and federal agency approvals which will be required for specific projects.

MUNICIPAL AND INDUSTRIAL WATER CONSERVATION

B. Intent

Water Forum water signatories have generally agreed upon the following broad objectives for water conservation in the region:

- All parties seek to maximize water conservation in a way that is accountable, easy to monitor and track and are effective.
- A water conservation program has merit and all Water Forum purveyor signatories agree to implement a water conservation program that is consistent with the California Urban Water Conservation Council (CUWCC) Memorandum of Understanding (Council MOU).
- Recognizing that many of our purveyors are not yet fully metered, there may need to be flexibility in how purveyors implement certain water conservation actions.

- While we are seeking a broad “universal” solution that applies to all purveyors, we recognize that each purveyor has unique water sources, decision-makers and structures, and constraints/opportunities.

C. Key Elements

1. Water Forum signatories agree to update the Water Conservation Element of the *Water Forum Agreement* by replacing current water conservation plans with the “California Urban Water Conservation Council Memorandum of Understanding Regarding Urban Water Conservation in California,” (Council MOU) including its Best Management Practices (BMPs), schedules, targets, procedures and requirements. Variations from the Council practices are noted in the following text.
2. Water Forum signatories agree that in replacing their 2000 Water Conservation Plans with Council MOU, they are agreeing to changes and modifications to Council processes and BMPs as they evolve over time, including the 2008 revisions and subsequent revisions. Water Forum signatories further agree that signatory purveyors without land use authority can not be required to implement programs or processes that they do not have legal authority to implement (i.e. landscape requirements).
3. Water Forum signatories are encouraged to become members of the Council in order to be actively engaged in discussions regarding revisions to the MOU and the BMPs, and to take advantage of the Council’s resources and expertise.
4. Water Forum signatories recognize that the Council has existing procedures in place to enable members to request exemptions from BMPs. Water Forum signatories agree that this process does not result in a clear decision and does not ensure full compliance of BMPs. To address this shortcoming, the Water Forum will use its own procedure for considering BMP modifications known as deferrals.
5. Consistent with the Assurances and Caveats listed in [Chapter 4 Section Four](#) of the *Water Forum Agreement*, it is recognized that over time there will be changed circumstances that are not currently foreseen. Therefore, signatories agree when the need arises to meet and confer on how best to respond.

D. Pre-Determined Deferrals on Meter-Based BMPs

(The following apply regardless of which Council track is implemented)

1. For BMP 4 (metering), at a minimum we accept the pace of residential meter retro-fit by each of those Water Forum purveyors not yet fully metered, as stated in Appendix J of the 2000 *Water Forum Agreement*, or the pace required by State law, whichever controls. This deferral recognizes that several Water Forum water purveyors are not yet metered and are investing in water meter and retrofit programs at a pace that is feasible but which may not be the rate stated in the Council MOU.
2. For BMP 1 (Residential Audits), targets are based on the purveyor’s number of metered residential accounts; so, as an agency becomes more fully metered, its

“population” of potential audit customers increases. It is understood that this is a pre-determined “deferral.” Audit programs must still be in place, but targets are proportional to metered accounts.

E. Additional Deferral Requests

1. If a water purveyor wants to request any other deferral from a standard BMP target, or a change in schedule or practice, the following procedure will be followed:
 - a. Water Forum signatories will follow the Council analysis and modeling tool. The analysis will be submitted to the Water Forum Water Conservation Negotiation Team (WCNT) who will have a technical review completed by an independent third party. The WCNT is composed of one representative from each Water Forum caucus (business, environmental, water, and public) and from each size and type of water purveyor in the region (publicly owned, investor owned, etc.)
 - b. Water Forum staff would develop a list of water conservation professionals based on qualifications and criteria agreed upon by the WCNT. This list of qualified candidates will be vetted through the WCNT. The list needs to be long enough to ensure that purveyors have adequate choices and can maintain reasonable costs. The list could also include Council staff reviewers.
 - c. The water conservation professional and water purveyor staff will conduct a review of the analysis for adequacy and compliance with the Council BMP. The review/technical validation will include checking data adequacy and accuracy, and will explore whether or not changes or modifications to the program design, would affect the outcome. The water conservation professional may suggest new partners or funds that might be available to assist the purveyor in implementing the BMP. This analysis with suggested changes will then be forwarded to the WCNT for its review and discussion.
 - d. After completion of the review/technical validation, if the BMP is found to have a benefit-cost ratio of 1 or greater (there is a greater benefit to the program than the cost to implement it), no deferral will be allowed.
 - e. If a BMP is found to have a benefit-cost ratio of less than 1 (this is expected to be uncommon), then the purveyor will have the choice of continuing with the BMP or deferring that BMP and substituting an alternative program as described below. However, prior to selecting an alternative program, the purveyor will offer to meet with Water Forum stakeholders to discuss deferral/substitution options. The intent of the meeting will be to have an open discussion about the advantages and disadvantages of the deferral/substitution options, provide interested stakeholders with relevant information, and provide stakeholders an opportunity to weigh in on the deferral/substitution options. Deferral options under discussion at this meeting will include, among other things, methods for redesigning the potentially-deferred BMP. This open discussion is not intended to prolong the BMP planning process or second-guess the independent technical review.

- f. Water Forum signatories agree that for any program or BMP that is deferred, the water purveyor will apply the program costs that were reported in the BMP deferral analysis toward the implementation of another BMP with the intent of achieving as much if not more water savings through expanding one or more of the remaining BMPs. Water Forum signatories agree to take into account existing acceleration of a BMP on a case-by-case basis.
- g. Water Forum signatories agree that any benefit-cost analysis performed will include an environmental cost of water of \$75 per acre-foot, adjusted annually for inflation using the same method outlined in the *Water Forum Agreement* to adjust annual contributions to the HME. This \$75 amount was negotiated by members of the WCNT and is based on historical purchases of water from the region for the CALFED Environmental Water Account.
- h. Water Forum signatories agree that deferrals will be granted for a period of two years, in accordance with the reporting cycle of the Council. After this time, purveyors would either resume the BMP or seek another deferral using the same process outlined above.

F. Assurances and Reporting

- 1. Water Forum signatories recognize that some purveyors may need to seek support for certain conservation program by their boards and decision-makers. If requested, Water Forum signatories agree to publicly support conservation programs and any rate adjustments that are needed to implement the water conservation plans.
- 2. Reporting
 - a. Water purveyors will submit biennial reports on the implementation of water conservation activities pursuant to the reporting requirements of the Council. These reports will be shared with the Water Forum Successor Effort.
 - b. The biennial reports will include a comparison of total and per capita water use with original projections as published in the 2000 *Water Forum Agreement* Appendix J. In addition, the Water Forum will revisit the method used to estimate gallons per capita per day (GPCD) in the 2000 *Water Forum Agreement* so that it is consistent with approaches used by other agencies and organizations, including the Council, the Legislature, and the Department of Water Resources (DWR).
 - c. If there were any significant differences from what water conservation activities or results were planned, an explanation of the differences will be included. If water conservation results were significantly less than anticipated, an indication of how the results will be achieved in the future will be described. Water purveyors have the option of reporting this information in the Council database comment field
- 3. Assurances

The Water Forum Successor Effort will do the following in order to facilitate compliance with water conservation implementation:

- a. Publicize the biennial BMP implementation CUWCC reports that are submitted by Water Forum signatories. This can include distribution of the reports to all Water Forum signatories, boards, elected officials and the media.
- b. Water Forum signatory organizations may submit letters to the State Water Resources Control Board (SWRCB), DWR or other funding and/or regulatory agencies stating their support or opposition to requests or actions of other signatory organizations based upon progress of water conservation program implementation.
- c. Water Forum signatory water purveyors will notify their customers as to agency progress toward water conservation program implementation through already established means of communication such as newsletters, customer bill inserts or water purveyor web sites. This will be consistent with the biennial reporting timeframe of the water conservation report.

G. Other Agreements

1. Florin County Water District and Del Paso Manor Water District. It is recognized that residential water meter retrofit along with quantity based pricing are important tools for improving the efficiency of water use. This helps extend the supply while also reducing the need for increased groundwater pumping or diversions from the American River.

It is also recognized that these two relatively smaller water purveyors currently rely totally on groundwater and will not realize immediate water supply benefits from participating in the *Water Forum Agreement*. Therefore until such time as these two purveyors need discretionary approvals for new or expanded surface water supplies, an active voluntary meter retrofit with incentives is acceptable. Nothing in the *Water Forum Agreement* prevents purveyors from deciding to undertake a more rapid meter retrofit program.

At such time as any of these purveyors needs discretionary approvals for new or expanded surface water supplies they agree to annually retrofit at least 3.3% - 5% of the total number of un-metered residential connections and read and bill as set forth below.

If in the future any of these purveyors receives benefits from another agency's conjunctive use program, it agrees to discuss its meter retrofit program with the Water Forum Successor Effort.

2. Water Forum signatories would not implement local meter retrofit on resale, or any other requirements that would impose escrow or disclosure responsibilities on realtors. All purveyors would retain the ability to implement incentives for a voluntary meter retrofit at time of resale that would not impose escrow or disclosure requirements.

3. If requested, all signatories to the *Water Forum Agreement* will actively support the California Public Utilities Commission (CPUC) allowing investor-owned utilities to recover all costs of meter retrofit through rates.

4. A purveyor's agreed upon Water Forum water conservation plan shall be implemented for its entire service area including future changed boundaries.

VI. GROUNDWATER MANAGEMENT ELEMENT

Update – The Sacramento North Area Groundwater Management Authority became Sacramento Groundwater Authority on May 7, 2002.

This change is not considered an amendment to the Agreement and was made for clarity by staff.
June 2009

Developed jointly by the Sacramento Metropolitan Water Authority Groundwater Committee and the Sacramento Water Forum Groundwater Negotiation Team.

A. Intent

Our vital groundwater resource supplies about half the water used in the region. The purpose of a groundwater management plan is to protect the viability of that resource for both current and future users. To do so requires monitoring the amount of water withdrawn from the groundwater basin and promoting the use of groundwater in conjunction with surface water supplies to maximize the availability of both. This must be accomplished by creating publicly accountable governance structures which respect the rights of all groundwater users. Ideally, these structures should be established using existing authority and institutions.

This document contains recommendations by which to monitor the amount of groundwater which can be pumped from the basin over a long period without damaging the aquifer (sustainable yield). The ~~Sacramento Groundwater Authority (SGA) Sacramento North Area Groundwater Management Authority~~ was established in August 1998 using the existing authority of the ~~cities of Sacramento, Folsom, Citrus Heights City of Sacramento, the City of Folsom, City of Citrus Heights~~ and County of Sacramento through adoption of a joint powers agreement. In the ~~Central South~~ Area and the ~~South Galt~~ Area of the county, negotiations for specific groundwater management arrangements will continue employing the principles of interest-based negotiation to provide all community interests the opportunity to participate in tailoring a groundwater management plan to fit each area's unique needs. ~~The Sacramento Central Groundwater Authority (SCGA) was formed in September 2006 and approved its groundwater management plan in November 2006. The Southeast Sacramento County Agricultural Water Authority (SSCAWA) was formed in 2002 and published its groundwater management plan in 2011.~~

B. Recommendations Concerning Sustainable Yield

1. Background on Sustainable Yield and Conjunctive Use

Our vital groundwater resource must be protected. In addition, if managed in conjunction with the surface water available during wet years, the groundwater basin can provide storage capacity to bank water which can be used to meet demand in dry years. To achieve these objectives, recommendations must address two important factors, sustainable yield and conjunctive use.

Within the context of these recommendations, sustainable yield is defined as the amount of groundwater which can be safely pumped from the groundwater basin over a long period of time while maintaining acceptable groundwater elevations and avoiding undesirable effects which might include increased pumping costs, accelerated movement of underground pollutants, etc. Sustainable yield requires a balance between pumping and basin recharge and is expressed as the number of acre-feet of water per year which can be pumped from the basin on a long-term average annual basis.

Conjunctive use is the planned management and use of both groundwater and surface water in order to improve the overall reliability of a region's total water supply. For example, in wet years when surface water is plentiful, groundwater pumping may be reduced or eliminated and only surface water is used. The groundwater basin would be replenished in these wet years. In dry years when surface water is in short supply, the water that has been accumulating in the basin would be pumped for use and surface water diversions reduced or eliminated. Additional surface water diversions will be required to implement a conjunctive use program. Conjunctive use is expressed in acre-feet per year.

The following purveyors utilize the groundwater basin for some or all of their water supplies. There are also residents, businesses and agriculturalists that pump groundwater from the basin.

North Area: [Sacramento Suburban Water District](#) ~~[Arade Water District](#)~~, [Golden State Water Company](#) ~~[Arden Cordova Water Service](#)~~ (Arden area), Carmichael Water District, [California-American Water Company](#) ~~[Citizens Utilities Company of California](#)~~, Citrus Heights Water District, City of Sacramento, Del Paso Manor Water District, Fair Oaks Water District, McClellan Air Force Base, Sacramento International Airport, Orange Vale Water Company, Rio Linda/Elverta Community Water District, [Sacramento County Water Agency](#) ~~[Sacramento County WMD \(portion\)](#)~~.

Central ~~South~~ Area: [Golden State Water Company](#) ~~[Arden Cordova Water Service](#)~~ (Cordova area), [California-American Water Company](#) ~~[Citizens Utilities Company of California](#)~~, City of Sacramento, Elk Grove Water Works, Florin County Water District, Fruitridge Vista Water Company, Mather Air Force Base, Omochumne-Hartnell Water District (portion), Sacramento County Water Agency, Tokay Park Water Company.

South ~~Galt~~ Area: [City of Galt](#), Clay Water District, Galt Irrigation District, Omochumne-Hartnell Water District (portion).

2. Recommendation on Sustainable Yield: North Area

The recommended estimated average annual sustainable yield is 131,000 AF. This represents the year 1990 pumping amount. To help meet year 2030 demands, a program would be implemented to use the groundwater basin conjunctively with surface water supplies.

3. Recommendation on Sustainable Yield: [Central South](#) Area

The recommended estimated average annual sustainable yield is 273,000 AF. This represents the year 2005 projected pumping amount and is 23,000 AF more than the 1990 pumping amount. The projected 2005 pumping amount for the [Central South](#) Area took into consideration the cost of delivery of surface water and the impacts which occur due to the lower stabilized groundwater levels. To meet year 2030 demands, a program would be implemented to use the groundwater basin conjunctively with surface water diversions.

4. Recommendation on Sustainable Yield: [South Galt](#) Area

The recommended estimated average annual sustainable yield is 115,000 AF⁶. This represents the year 1990 pumping amount. Conjunctive use would be implemented, dependent upon the availability of surface water, to enhance groundwater levels.

C. Recommendations Concerning a Groundwater Management Governance Structure

1. BACKGROUND ON GROUNDWATER RIGHTS

There are fundamental differences between surface water rights and groundwater rights that require any groundwater management plan to be tailored to reflect those differences. For example, most appropriative surface-water rights are governed by a complex, statewide statutory system. Since 1914, surface-water appropriators have been required to obtain a permit from the SWRCB and abide by the permit conditions to use water. Surface-water rights may be forfeited by disuse, i.e., the failure to exercise those rights. Surface-water users must also be able to demonstrate reasonable and beneficial use of water, as these terms are defined in California water law, or run the risk of losing some or all of their water rights.

In contrast, there is no statewide statutory scheme for groundwater and no permit system. While groundwater must also be put to beneficial use, groundwater rights are not *per se* lost by disuse. The regulation of groundwater use is primarily a local government

⁶ In the [South Galt](#) Area, the development of surface water for conjunctive use and reduction in groundwater pumping due to conservation and modified agricultural practices may take several years to accomplish. During this interim period, the average annual usage may exceed the recommended sustainable yield. It should be recognized that this recommendation for the [South Galt](#) Area is a *long-term* goal.

responsibility. In Southern California, statutory and judicially mandated or authorized groundwater management is, in fact, the rule rather than the exception. In recent years, encouraged by state legislation and recent judicial decisions, areas of Northern California have increasingly viewed groundwater management as an appropriate means by which local areas can protect their groundwater resources. Under current legislation, the County of Sacramento as well as the cities of Sacramento, Folsom, and Citrus Heights have groundwater management authority.

Groundwater rights fall into one of three general categories. The first category of groundwater rights is “overlying rights”. An overlying right is the right of a land owner to take water from the basin underneath the land for reasonable, beneficial purposes on the land, thus the term overlying rights. Overlying rights exist by virtue of land ownership and are correlative to the overlying rights of other land owners. “Unexercised overlying rights” are those overlying water rights that are not currently being utilized. Because both exercised and unexercised overlying rights are held as part of the ownership of land, they are “vested” rights in the sense that they pass from owner to owner with the sale of the land; however, such rights are subject to reduction by prescription when no surplus water is available, as discussed below.

The second type of right to groundwater is an “appropriative right”. This right is gained through the extraction and utilization of water for reasonable, beneficial purposes. Because appropriative rights are not held as part of the ownership of the overlying land, the rights of an appropriator depend on the actual taking of water for reasonable, beneficial use. As between two appropriators, the relative priority system of “first in time, first in right” applies. Because California law favors the greatest number of beneficial uses of water, public entities may gain appropriative rights by pumping groundwater for “municipal” purposes without actually owning a substantial portion of the overlying land. So long as there is a surplus in the groundwater basin, appropriative rights are not adverse to overlying rights.

The third type of right to groundwater, known as a “prescriptive right”, comes into existence only if the groundwater basin has no “surplus” water available. Prescriptive rights in groundwater law are rights gained by appropriating non-surplus water for the statutorily prescribed period. A basin is in a state of “surplus” when the amount of water being extracted from it is less than the maximum amount that could be drawn without adverse effects on the basin’s long-term supply. An appropriative right can ripen into a prescriptive right if the appropriator takes non-surplus water for the statutorily prescribed period. While private individuals and entities may lose their groundwater rights to others who gain a prescriptive right against them, California law states that public entities cannot lose their water rights through prescription.

In determining whether a basin has surplus water, the courts have looked to the basin’s “sustainable yield.” Sustainable yield is the maximum amount of water which can be withdrawn annually from a groundwater supply under a given set of circumstances without causing an undesirable effect. Under the best-case scenario, when overlying

rights holders are ready to exercise their unexercised rights, or when the city, county, or other entity seeks to appropriate more groundwater for municipal purposes, the pumping in the basin will not exceed the basin's sustainable yield. As long as surplus water exists and the basin maintains sustainable yield, all groundwater rights are protected: overlying rights are not lost by prescription; appropriative rights may be fully exercised; and no user gains a prescriptive right against another.

Under the "worst-case scenario", when overlying rights holders are ready to exercise their unexercised rights, or when the city, county, or other entity seeks to appropriate more groundwater for municipal purposes, basin-wide pumping will exceed sustainable yield. The lack of surplus water serves as a signal that overlying rights may be lost through prescription and that appropriative rights may begin to ripen into prescriptive rights. In short, the inability to maintain a sustainable yield creates the conditions that have historically given rise to litigation and groundwater basin adjudication. Under this worst-case scenario, the "train wreck" that the Water Forum was established to prevent — divisive, expensive, and protracted litigation and adjudication — will have occurred.

As discussed in detail below, this groundwater element seeks to avoid the train wreck by calling for arrangements to manage the basin so as to prevent basin-wide pumping in excess of sustainable yield. Indeed, the primary purpose of these arrangements is to manage the limited groundwater resources such that the basin is never threatened by the inability to maintain sustainable yield.

Recognizing the unique and varied nature of groundwater rights, the surface water priority system of "first in time, first in right" does not apply to the policies and procedures effecting groundwater management. Instead, in establishing a groundwater management plan, the challenge is to create a framework that: (1) allows current users to continue to exercise their rights; (2) recognizes both exercised and unexercised overlying rights are vested rights in the sense that they pass from owner to owner with the sale of the land, as discussed above; (3) provides that similarly situated present and future groundwater users will be treated the same; and (4) creates certainty for all current and future users by ensuring that the basin is maintained at its sustainable yield. Ultimately, current groundwater users, future groundwater users, and those who rely on groundwater for conjunctive use must recognize that they all share a common interest — the protection, preservation, and enhancement of the groundwater basin.

2. FUNDAMENTAL ASSUMPTIONS

The recommendations contained in this document are based on the following thirteen assumptions:

- a. The purpose of groundwater management is to maintain access to a safe and reliable supply of water, either through continued use of groundwater, a conjunctive-use program or access to an alternative satisfactory source of supply.



Media Statement

Sacramento Region Ready to Address Grim Forecast

Sacramento, Calif. – *The following statement was released today by Jim Peifer, Executive Director of the [Regional Water Authority](#), and Jessica Law, Executive Director of the [Water Forum](#), in response to [announcements by the U.S. Bureau of Reclamation and California Department of Water Resources](#) about very low water allocations in 2021.*

“The announcements today sound the alarm about just how dry conditions are around the state.

“For the last several months, the Regional Water Authority, working with local water providers, and the Water Forum, which brings together water providers, environmental groups, and local government and business groups, have been coordinating with each other, as well as federal and state agencies, on the possibility of drought this year and what can be done to alleviate its effects. As we move toward April, it has become increasingly clear that this will be a serious dry year.

“We are continuing to work together to understand the scope of impacts on the Lower American River, and the region. Recognizing that this is the second dry year in a row, we are looking ahead, knowing that dry conditions in 2021 and beyond could have lasting impact.

“While managing a worsening water supply situation on top of an ongoing health crisis may seem daunting, it’s important to recognize that we’ve been here before—and frankly, we will be here again. The positive news is that the Sacramento region is in a stronger position to meet human and environmental needs in consecutive dry years, which are becoming a more frequent and intense part of life in California due to climate change.

“Since the last drought, when water levels in Folsom and the Lower American River dropped to historically low levels, local water providers have implemented nearly 20

projects—from new pipelines that move water across communities to pumps that can move water in new directions—all designed to strengthen the Sacramento region’s resiliency to drought conditions.

“The region is working together to identify additional actions that can be taken in the next few months to reduce the region’s reliance on Folsom Reservoir, protect the health of the Lower American River, and continue to serve the communities in our region.

“Plans include:

- **Shifting to using more groundwater:** Over the past several decades local water providers have been working together to strategically shift the region’s water use to surface water or groundwater according to availability. This has allowed more groundwater to be available for dry times. This approach was successful during California’s most recent drought. For example, the Sacramento region used more groundwater than typical in order to leave more in our waterways for fish and wildlife. We are planning to do the same in 2021.
- **Sharing water around the region:** Since the last drought, water providers have invested in new pipelines, interties, pumps and groundwater wells to move water where it’s needed. This system is ready to assist the communities most directly impacted by lower levels at Folsom.
- **Asking customers to be vigilant about stopping water waste:** We ask our customers to use water efficiently no matter the weather. Now, they must be even more focused on efficiency and stopping water waste. During the last drought, local residents reached some of the state’s highest conservation rates and ultimately contributed 12 percent of the state’s total water savings even with only 5 percent of the population. We know our customers will answer the call to conserve when needed.

“We appreciate the collaboration and partnership with the U.S. Bureau of Reclamation, which operates Folsom Reservoir, to help ensure sufficient storage in Folsom and adequate flows in the Lower American River for local drinking water and environmental needs while working to meet water needs elsewhere. We are also ready to work in coordination with state agencies to help make sure the state’s water needs can be met.

“Beyond this year or even next, we’re working hard to prepare for the more frequent and intense cycles of drought projected to come with climate change.

“The region’s water providers have developed a comprehensive water resilience portfolio called [WaterFuture](#), which encompasses our entire ‘supershed’ from the mountain tops of the American River watershed to the groundwater basin below the valley floor. You can learn more about this at rwah2o.org/WaterFuture.”

The Regional Water Authority (RWA) is a joint powers authority representing 20 water providers serving 2 million people in the greater Sacramento region. Formed in 2001, its primary mission is to help its members protect and enhance the reliability, availability, affordability and quality of water resources. Learn more at rwah2o.org.

The Sacramento Water Forum is a diverse group of business and agricultural leaders, citizen groups, environmentalists, water managers and local governments working together to balance two co-equal objectives: to provide a reliable and safe water supply for the Sacramento region’s long-term growth and economic health; and to preserve the fishery, wildlife, recreational, and aesthetic values of the lower American River. Learn more at waterforum.org.



Share



Tweet



Forward

The Regional Water Authority is a joint powers authority that serves and represents the interests of two dozen water providers and affiliated agencies in the greater Sacramento area. Its primary mission is to help members protect and enhance the reliability, availability, affordability and quality of water resources. Learn more at www.rwah2o.org.

Copyright © 2021 Regional Water Authority, All rights reserved.

[unsubscribe from this list](#) [update subscription preferences](#)

Regional Water Authority
5620 Birdcage Street, Suite 180
Citrus Heights, California 95610

[Add us to your address book](#)



Executive Committee Agenda Item: 4

Date: April 5, 2021

Subject: Discuss timing for resumption of in-person public meetings

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should continue the discussions on the timing for resuming the in-person option for public meetings.

Current Background and Justification:

The March 15th Board meeting discussion on this topic did not lead to a Board action. Instead, the consensus was to continue discussing with considerations for status changes associated with recommended practices associated with tiered restrictions, e.g. orange tier.

Conclusion:

The Committee should discuss, and if necessary and appropriate, forward an item onto the April 19th Board agenda.



Executive Committee Agenda Item: 5

Date: April 5, 2021

Subject: Discuss options for engaging an independent auditor.

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should select an option for engaging an independent auditor and further recommend such option be approved by the Board at the April 19th meeting.

Current Background and Justification:

The March 1st Executive Committee discussed the statutory limitations for the number of consecutive years a given auditor may perform the audit. The staff report included that the option for using the same auditing firm, with a different, properly license auditor was not available through our current auditor engagement. However, in performing due diligence (seeking recommendations from neighboring water districts) staff discovered that a neighboring agency who engages the same auditing firm did exactly that. Staff reached out to our current auditing firm and revealed a heretofore communication error. The District does have the option of continuing the engagement with the current auditing firm, but with a different, properly licensed auditor working at that firm.

As discussed at the March 5th meeting. Soliciting responses to an RFP, engaging a new auditing firm, and enabling the necessary familiarization with District circumstances (policies, practices etc.) are resource demands worthy of consideration. Options, where they exist, should be evaluated.

Staff, prior to the above-described discovery, have prepared an RPF for Board consideration. So, the Committee and the Board can still consider such. Alternatively, the Committee could recommend the Board extend the engagement with the current auditor with all the necessary documentation that the fiscal year 2020/2021 audit will be directed by a different auditor at the same firm.

Conclusion:

The Committee should discuss, select an option from those described above, and forward that option onto the April 19th Board agenda with the Committee's recommendation for Board approval.



REQUEST FOR PROPOSALS
AUDIT SERVICES

Release Date: April 19 , 2021

Submission Deadline: May 10, 2021

Contact Person: Deborah Denning, Accounting Specialist

RLECWD
730 L St.
Rio Linda, CA 95673
www.rlecwd.com
DDenning@RLECWD.COM

**Request for Proposals (RFP)
RLECWD Audit Service**

Release Date	Monday April 19, 2021
Closing Date	Monday, May 10, 2021, 300 PM, late proposals will not be considered.
Contact Person	Deborah Denning, Accounting Specialist Email: ddenning@rlecwd.com Phone (916) 991-1000 Ext. 205 RLECWD 730 L St. Rio Linda, CA 95673

PURPOSE:

Rio Linda Elverta Community Water District (District), the public agency responsible for water distribution in Rio Linda and Elverta, California, requests proposal responses from highly qualified and experienced independent certified public accounting firms (Proposing Firm) to audit and report on the financial position and internal controls of the District. Such firms must possess the required license(s) to practice in the State of California and regularly practice in local government audits (particularly special districts).

The District operates on a July 1 – June 30 fiscal year. The District anticipates a three-year audit service agreement, with the option to extend the agreement for two additional years, subject to annual review by the District beginning with the fiscal year ending June 30, 2021. Additional information about the District, including budgets and past audit reports can be found on the District website at www.RLECWD.com.

Please read this entire RFP package and include all requested information in your proposal.

SCOPE OF SERVICES: ANNUAL AUDIT

1. Perform Audit of Financial Statements and Prepare Auditor’s Report
 - a. Audit the District’s financial statements in accordance with Generally Accepted Accounting Principles, as set forth by AICPA, GASB, and in accordance with the “Minimum Audit Requirements and Reporting Guidelines for California Special Districts”, as required by the California State Controller’s Office.
 - b. Prepare Auditor’s Report that includes the following:
 - i. Statement of Net Position
 - ii. Statement of Revenues, Expenses, and Changes in Net Position
 - iii. Statement of Cash Flows
 - iv. All Financial Statements to include prior year for comparative purposes.
 - v. Required Footnotes to Financial Statements
 - vi. GASB 68 & 75 Required Supplementary Information
 - vii. Auditor’s opinion on the financial statements and required supplementary information.

**Request for Proposals (RFP)
RLECWD Audit Service**

~~2. State Controller's Report:~~

- ~~a. Pursuant to Government Code 53891, prepare Annual Audit Report of Financial Transaction of Special District and submit to the California State Controller's Office by State Deadline~~

~~3.2. Management Letter~~

- ~~a. Prepare letter that includes recommendations for improvements in internal controls, accounting procedures, and other significant observations that are non-reportable conditions. Management letter shall be addressed to the General Manager.~~

~~4.3. Management Report~~

- ~~a. Prepare a report of any reportable conditions, if any, discovered during the audit. A reportable condition shall be defined as a significant or material deficiency in the design or operation of the internal control structure that could materially adversely affect the District's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.~~

~~5.4. Staff Presentation~~

- ~~a. Prior to the preparation of the final audit report, the Auditor will meet with District staff to discuss the results of the audit and to review significant findings, if any.~~

~~6.5. Board Presentation:~~

- ~~a. Attend publicly noticed Board of Director's meeting and present the audit report and results of the audit.~~

~~7.6. The audits performed under the RFP shall cover periods a through c, with an option to extend to cover periods d and e:~~

- ~~a. July 1, 2020 – June 30, 2021~~
- ~~b. July 1, 2021 – June 30, 2022~~
- ~~c. July 1, 2022 – June 30, 2023~~
- ~~d. July 1, 2023 – June 30, 2024~~
- ~~e. July 1, 2024 – June 30, 2025~~

ORGANIZATION OF PROPOSALS

District requests that Proposing Firm's proposals be organized consisting of two sections: 1) Technical Proposal and 2) Cost Proposal, and formatted as follows:

Technical Proposal

1. Introduction: Proposal will state Auditor's understanding of the work tasks and products to be produced as a part of the audit. Proposal will state the firm's general experience, capabilities and approach or approaches generally used in audits similar to those items addressed in this RFP.

Request for Proposals (RFP)
RLECWD Audit Service

2. **Specific Audit Approach:** The proposal should set forth a work plan, including an explanation of the audit methodology to perform the services required in this RFP. In developing the work plan, reference should be made to such sources of information as District's budget and related materials, organization chart, prior financial statements, etc.. The proposal should include the following information about the firm's audit approach:
 - a. Proposed phases of the audit and staff hours assigned to each phase of the engagements.
 - b. Description of analytical procedures to be used in the engagement, including sampling.
 - c. Approach to be taken to understand, review, and make recommendations regarding the District's internal controls.
 - d. Description of any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be required of the District.
 - e. Additional work tasks and products the Auditor recommends in addition to those specified in the RFP Scope of Work.
3. **Description of Firm's Experience:** The Auditor shall provide a description of the audit firm's experience, including a brief history, types of services provided, and experience in providing similar services as those requested in this RFP. The description of experience shall include experience with local governments and special districts and shall highlight experience with agencies that are similar in size and structure to the District.
4. **Project Team:** Identify key personnel assigned to the project and describe their respective role(s) and responsibilities. Provide resumes for all key personnel assigned to the project.
5. **License to Practice in California:** Proposal must include an affirmative statement verifying that the firm and all assigned key professional staff are properly licensed to practice in California.
6. **Independence:** Proposal must include an affirmative statement that the firm and all assigned key professional state are independent of the District as defined by auditing standards generally accepted in the United States and the General Accounting Office's Government Auditing Standards.
7. **References:** This section shall consist of a list of at least three (3) current special district clients (include names of contact persons, email address, telephone numbers, and a brief description of the work performed) for whom the Consultant has performed services similar to those required in this RFP.
8. **Peer Review:** Proposing Firm to submit copy of a report on its most recent external quality control review (peer review), including a statement as to whether the external quality control review included a review of specific government engagements (required by Government Audit Standards).
9. List of all current public agency clients
10. Other pertinent information

Request for Proposals (RFP) RLECWD Audit Service

Cost Proposal

The cost of the proposal should contain all detailed pricing information relative to performing the audit engagement as described in this RFP. For each year, and in total, the total all-inclusive maximum price is to contain all direct and indirect cost, including all out-of-pocket expenses.

General Terms and Conditions

1. Consultant questions during Proposal Process: Proposing firms are encouraged to ask questions to strengthen proposals to the District. Please email your intention to respond and provide all inquiries in writing via email to Deborah Denning (DDenning@RLECWD.com). Questions will be accepted up to 3:00 pm Pacific Time on Monday, May 3, 2021. All inquiries and responses will be emailed to all Proposing Firms who indicate their intention to respond to the RFP. **Please email your intention to respond to Deborah Denning.** You will receive confirmation of receipt of your email. Inquiry sources will remain anonymous.
2. Limitation: The Request for Proposals (RFP) does not commit the District to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with any/all qualified sources or to cancel all or part of this RFP.
3. Award: The firm/entity chosen may be required to participate in negotiations and to submit such revisions of its proposals as may result from negotiations. The District reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.
4. Signature: The consultant's RFP response shall provide the following information: name, title, address, and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant.

Special Terms and Conditions

1. District staff will be available during the audit to assist the audit firm with providing information, documentation, and explanations. In addition, the District will provide the auditor with reasonable workspace, desks, chairs, access to internet connectivity, and photocopying machines. Report preparation, editing, printing and binding shall be the responsibility of the auditor.
2. All material submitted in response to this RFP shall be considered the property of the District and may be used by the District for any purpose.
3. Proposals received by the District will not be returned to the Proposing Auditor.

**Request for Proposals (RFP)
RLECWD Audit Service**

4. The District reserves the right to reject any and all proposals, to waive informalities and minor irregularities in the proposals received, to discuss proposal details with respondents, and to accept other than the lowest bid proposal.
5. Proposing Firms will not be compensated for any expenses incurred in the process for responding to this RFP or, if requested, in submitting further information or appearing for an interview.
6. Proposing Firm must provide certificates for Worker's Compensation insurance and liability insurance for auditors performing onsite auditing services, to District standards.

Selection Criteria (not necessarily in order of priority)

1. Experience and qualification of assigned staff.
2. References and relevant work performed (particularly public agencies/special districts).
3. Firm/entity key personnel assigned to the engagement.
4. Demonstrated ability to competently implement the scope of services.
5. Demonstrated understanding of the issues raised by the District in this RFP and the completeness of addressing the scope of work.
6. Proposed Cost of Services.

Selection Procedure

District staff will evaluate each proposal against the Selection Criteria and bring recommendations to the Board of Directors, who will in turn make a final decision on the selection of the Proposing Firm and authorize the District General Manager's execution of a contract with the selected Proposing Firm to perform the requested services.

District staff anticipates that the Proposing Auditor selection will be awarded at the May 17, 2021 Board of Directors meeting. The selection will be awarded to the respondent whose proposal conforms to this RFP and which will be, in the opinion of the District, the most beneficial to the District.

Selection Process and Time Frame:

Monday April 19, 2021	Release of RFP
Monday May 3, 2021	Written questions due (optional)
Monday May 10, 2021	RFP Responses due
Monday May 17, 2021	Selection of Auditor by Board of Directors
Friday, May 21, 2021	Auditor to provide draft engagement letter.
Friday, May 28, 2021	General Manager to approve engagement letter (approximate)
Tuesday, June 1, 2021	Services Begin (approximate)

Proposal Submittal

Email submission of proposals must be received by the District not later than 3:00 pm on Monday, May 10, 2021. Proposals and all inquiries relating to this RFP should be emailed to: Deborah Denning, Accounting Specialist, DDenning@RLECWD.com



Executive Committee Agenda Item: 6

Date: April 5, 2021

Subject: Preliminary discussion of Urban Water Management Plan “2020”.

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should discuss the statute of adopting a Urban Water Management Plan then direct staff as deemed appropriate.

Current Background and Justification:

Department of Water Resources (DWR) statutes require the District to adopt an updated Urban Water Management Plan (UWMP) every 5-years. There are no penalties for failing to adopt an UWMP, except the eligibility for State grants and low-interest loans. Such a relationship between eligibility for grants and loans was previously more consistent with the integration of URMP demand management measures or best management practices contained in the URMPs and California Urban Water Conservation Council MOU. The MOU was terminated between the 2015 cycle and the 2020 cycle. The incentive for grant /loan eligibility has been supplanted with the deterrent of \$10,000 per day fines for failing to achieve water use efficiency. It no longer matters how urban water purveyors achieve water use efficiency, i.e. which Best Management Practices a District deploys. It only matters if the water purveyor achieves water use efficiency.

Even though the requirement and the title of the document advances 5-years (e.g., 2010, 2015, 2020 etc.), urban water purveyors are precluded from plan adoption until the state completes its cycle on revisions to the guide for plans. Obviously, it is now 2021 and the state is just now nearing completion of the “2020” UWMP guide.

If the District intends to adopt a 2020 UWMP, it may be appropriate to begin the Request for Proposals process soon. Alternatively, the District could direct staff to more thoroughly explore the pros and cons of intentionally declining to adopt a 2020 UWMP. For example, evaluate the amount and potential for receiving grants/loans compared to the costs for adopting another UWMP.

Conclusion:

The Committee should discuss, and if necessary and appropriate, forward an item onto the April 19th Board agenda.

Tim Shaw

From: Campagna, James@DWR <James.Campagna@WATER.CA.GOV>
Sent: Friday, March 5, 2021 3:44 PM
To: DWR_URBAN_WATER_MGT_PLAN_ANNCMNT@LISTSERVICE.CNRA.CA.GOV
Subject: Revised Draft Guidance Materials Available – Urban Water Management Plan (UWMP) 2020

This message is a notification that the Department of Water Resources has posted revised draft versions of all guidance materials for preparing the Urban Water Management Plans on the Stakeholder SharePoint site. The materials are updated from the August 2020 public draft versions. These resources will be updated to *final* versions upon approval by the DWR Executive Team.

Materials can be downloaded from [Stakeholder SharePoint Site](#) (in UWMP Guidebook, see folder: Revised Draft Guidance Materials - 2020 UWMP (March 2021))

- If the link above does not work, please paste this link into your browser:
<https://cawater.sharepoint.com/sites/dwr-wusw/SitePages/Home.aspx>
- This site requires a login. If you do not yet access to this site, please send a request to wue@water.ca.gov

Posted materials included:

1. Revised Draft Guidebook
2. Revised Drafts of all Appendices A-P
3. Revised Drafts of Excel Templates and other tools
4. Summary of changes (draft) made to the guidebook, appendices, and excel templates

Please note there is a **new workbook** added to the Excel templates since August 2020 (SB X7-7 Compliance Form). This workbook includes the newly required set of tables to show compliance with the goals of the Water Conservation Act of 2009, also known as the SB X7-7, to reduce urban per capita water use by 20-percent by December 2020.

Recordings of all nine UWMP Training Sessions are posted on the DWR YouTube [UWMP Playlist](#). A final webinar will be announced upon completion of the update to WUE Data Portal later this Spring.

If you have further questions or other needs, please contact us at UWMPhelp@water.ca.gov.

Have a nice weekend.

Sincerely,
James Campagna



Executive Committee Agenda Item: 7

Date: April 5, 2021

Subject: Review the recently released Urban Residential Landscape Area Measurement (LAM) project for RLECWD (next stage for determining outdoor water use efficiency).

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Review and discuss the Dept. of Water Resources (DWR) report on Landscape Area measurements (LAM), then direct staff as deemed appropriate.

Current Background and Justification:

The District has monitored and staff has reported on the progress for the State implementation of outdoor efficient water use as required by SB 606 and AB 1668. A part of that process is the State's determination of the irrigable acres within the District's service area. The LAM report was emailed to the District on March 30th and is included in the Committee packet of documents.

The instructions included with the document direct the District to review the report and respond to DWR with any corrections or disputes. Unfortunately, it requires only a few minutes of reviewing the report to determine the subject matter is substantively technical in nature. It is not uncommon for laypersons to become overwhelmed in attempting to understand the subject matter. To wit, ACWA and others have conducted training in efforts to understand what water purveyors are supposed to do with the information (see excerpt of ACWA slide show included with Committee packets).

Conclusion:

The Committee should discuss, and if necessary and appropriate, forward an item onto the April 19th Board agenda.

Rio Linda Elverta Community Water District

California Department of Water Resources
Landscape Area Estimates Project

*Prepared by: Quantum Spatial, Inc., an NV5 Company
March 30, 2021*

Contract Number: EA-133C-16-CQ-0044
Water District ID: RIOLINDAELVE290
Imagery Year: 2018
Geodatabase Date: 2021-03-29



Introduction

In August of 2018, the California Department of Water Resources (CADWR) contracted Quantum Spatial, Inc., an NV5 company, with support from Eagle Aerial Solutions, to provide landscape area estimates for single-family and multi-family residential parcels for all urban retail water suppliers in California. The results of this endeavor will aid in the designation of urban retail water use efficiency standards and objectives under Assembly Bill (AB) 1668 and Senate Bill (SB) 606. This report, specific to Rio Linda Elverta Community Water District, briefly outlines some key summary statistics about the water district area of interest (AOI), the parcels included in the analysis, as well as key results of the analysis.

Note: Results for water districts completed during the Phase 2B pilot stage were generated using one-foot resolution, 4-band imagery collected in 2016. Results for water districts completed during Phase 3 were generated using one-foot resolution, 4-band imagery collected in 2018. The imagery for Rio Linda Elverta Community Water District was collected in 2018.

Additionally, due to the presence of overlap in the original parcel layers (the ‘A’ layer), a topologically corrected version of the parcel layer (the ‘B’ layer) is created in order to summarize landscape area estimates at the district level without duplicating areas. The parcels selected for training and validating the district model were selected from the topologically corrected parcel layer and then related back to the original layer using the crosswalk table provided in the file geodatabase deliverable.

For reference, the Rio Linda Elverta Community Water District is shown in Figure 1, along with its location in the state of California.

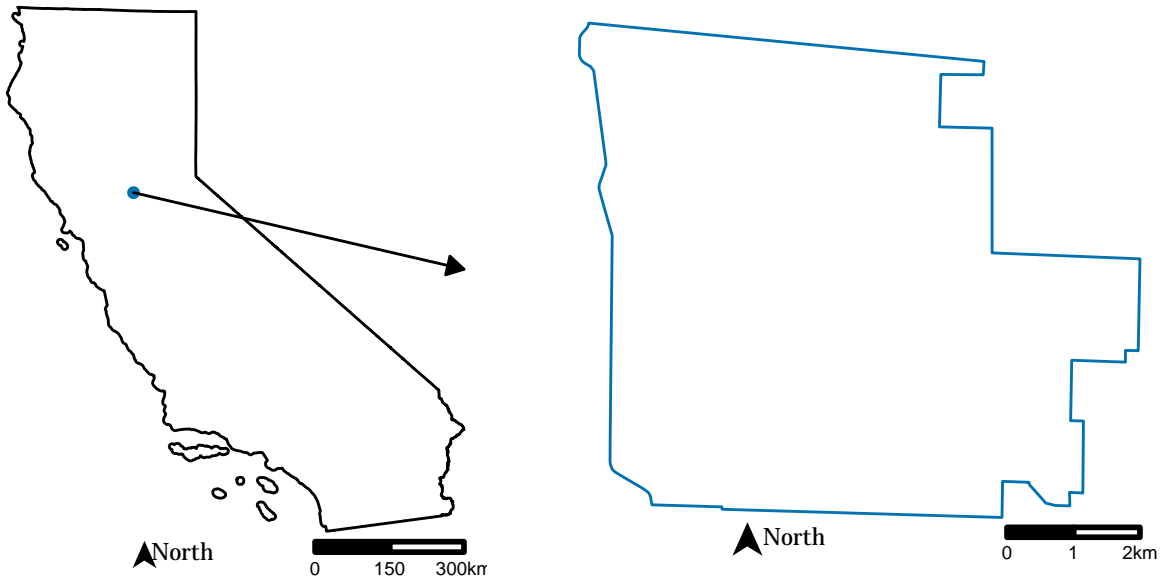


Figure 1: Location of the water district in California (left) and area of interest of the water district (right)

Landscape Area Estimates Process Overview

In the Landscape Area Estimates Project, remote sensing and advanced machine learning techniques are leveraged in order to measure the landscaped areas of Rio Linda Elverta Community Water District. Here, we briefly describe a high-level overview of the modeling procedure.

For each water district, four band, one-foot resolution imagery is utilized to model land cover and land use across the parcel areas. In the initial stages, water district imagery is segmented into objects by grouping zones of like-valued pixels called super-pixels. These super-pixels become the foundational classification unit for this project. After the imagery has been segmented, a unique model is trained for each water district using parcel similarity relationships and reference parcel data that are manually digitized by human photo interpreters. A graphic showing the primary phases of imagery classification is shown in Figure 2.

Additionally, manually derived land masks that identify large and challenging to model areas are created by Quantum Spatial’s digitizing team and reviewed by the California Department of Water Resources. Three land masks are used to classify undeveloped lands, agricultural lands, and horse corrals (an example of the derived land masks is shown in Figure 4). These masks are used to ensure that correct land use classifications are captured across the entire water district.

Throughout the modeling process, rigorous internal checks are used to ensure satisfactory model performance. Once modeling has been completed, an independent validation is performed using manually digitized parcel data that were withheld from the modeling process. An example of the final classification for Rio Linda Elverta Community Water District is shown in Figure 5.

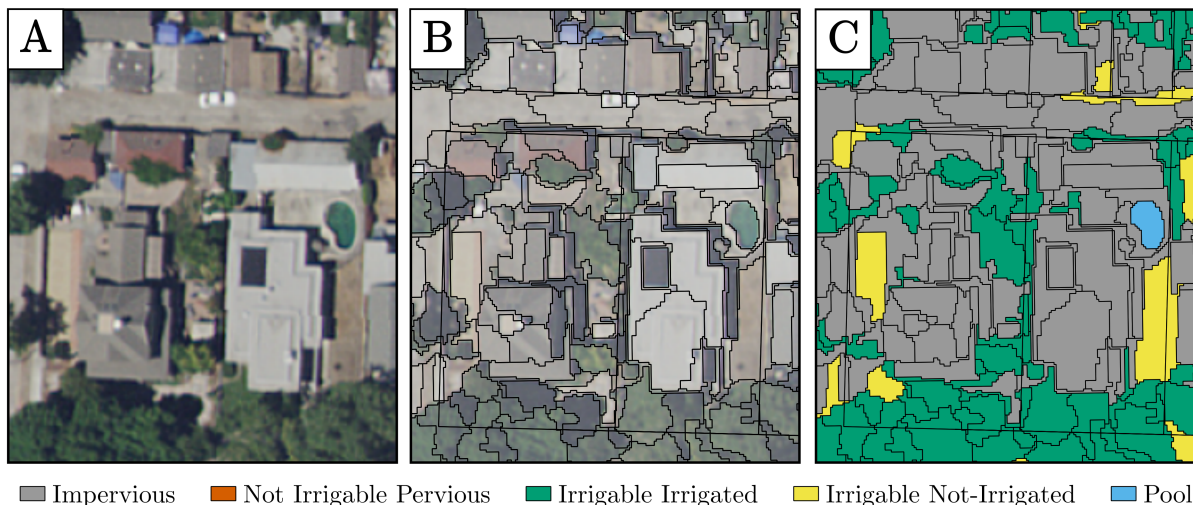


Figure 2: High level modeling process in the Landscape Area Estimates Project. (A) Water district imagery. (B) Imagery segmentation into super-pixel objects. (C) Classified super-pixel objects.

District Summary Statistics

The area of interest for Rio Linda Elverta Community Water District is 11,403.98 acres in area. The district as a whole contains 6,586 parcels; 5,577 of these parcels are single-family or multi-family residential. Parcel summary statistics for each land use code (LUC) are provided in Table 1.

Table 1: Per-LUC summary statistics for district and parcel areas. For LUC definitions, please see Table A19 of the appendix.

LUC	Count	Percent of area in analysis	Total area (acres)	Mean parcel size (acres)	Median parcel size (acres)
0010	1	0.0	0.28	0.28	0.28
1001	3,534	21.1	1,334.03	0.38	0.19
1006	192	7.4	466.17	2.43	1.77
1008	1,561	60.8	3,844.13	2.46	1.88
1100	1	0.0	1.75	1.75	1.75
1101	216	8.9	565.23	2.62	1.88
1102	10	0.6	37.87	3.79	3.48
1103	10	0.4	27.52	2.75	1.71
1106	7	0.4	25.69	3.67	3.19
1108	1	0.0	2.40	2.40	2.40
1112	7	0.1	8.30	1.19	0.79
1999	34	0.1	7.78	0.23	0.11
2044	2	0.0	1.82	0.91	0.91
9106	1	0.0	0.47	0.47	0.47

In addition, histograms for the distributions of single-family and multi-family residential parcel sizes and their summaries are provided in Figure 3 and Table 2, respectively. Single-family residential parcels are defined as those with land use codes between 1000 and 1019. Multi-family residential parcels are defined as those with land use codes between 1100 and 1114, or equal to 1901, 1902, or 1999.

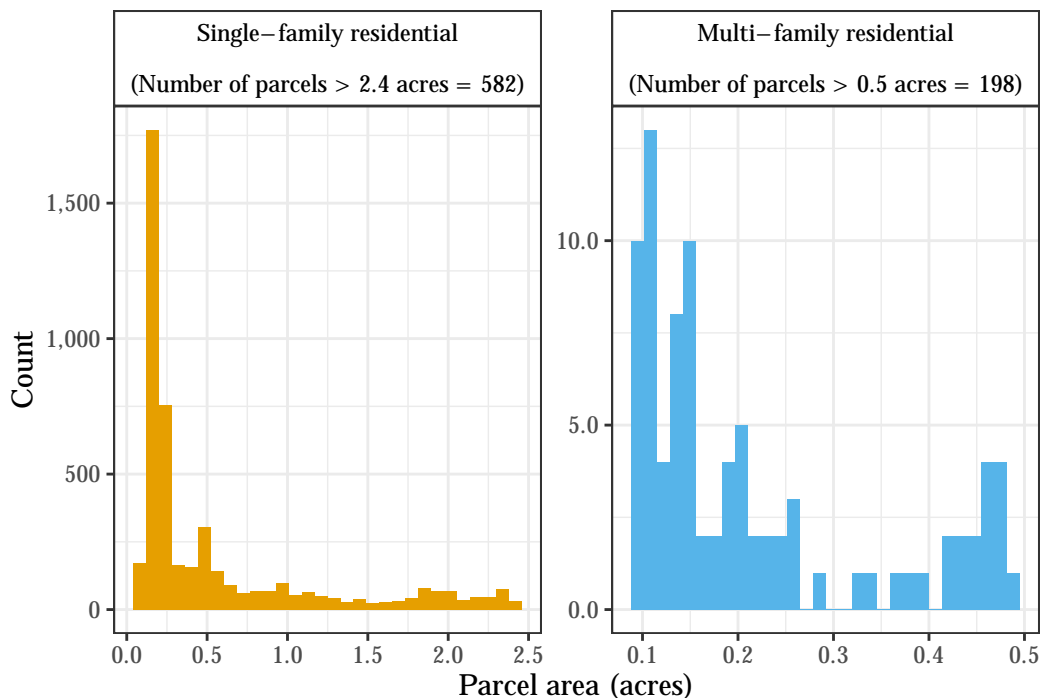


Figure 3: Distribution of parcel sizes for single- and multi-family residential parcels.

Table 2: Distributional summaries for the sizes (in acres) of residential parcels.

Parcel type	Min	Q1	Median	Q3	Max
Single-family residential	0.06	0.16	0.27	1.16	67.33
Multi-family residential	0.09	0.38	1.67	3.02	33.71

Rio Linda Elverta Community Water District contains 1 disputed single-family or multi-family parcels. Disputed parcels are identified as parcels that fall within the boundary of two or more water districts. Landscape area estimates for disputed parcels are not included in the parcel or district level summaries of the Landscape Area Estimates product. Table 3 identifies the disputed parcels by disputing water district, count, and total parcel area.

Table 3: Summary of disputed parcels by disputing water district, area, and count.

Disputing Water District	Contract Number	Parcel Count	Area (sq. ft.)
California American Water Company - Sacramento District	39	1	1,685.057

Derived Land Masks

The derived land masks created as a part of this analysis are used to manually capture regions of undeveloped land, agriculture, and horse corrals due to their visual similarity to other irrigated or irrigable not-irrigated landscapes throughout the water district. When applied to the Landscape Area Estimates product, they classify the covered regions of super-pixels as not-irrigable landscapes. Of the parcels in the analysis, 51 (0.91%) contain some amount of horse corral, 1,652 (29.62%) contain some amount of undeveloped lands, and 78 (1.4%) contain some amount of agricultural lands. In total, the AOI contains 6.16 acres, of horse corral, 2,544.89 acres of undeveloped lands, and 163.45 acres of agricultural lands. Examples of both horse corral and undeveloped lands identification are provided in Figure 4.

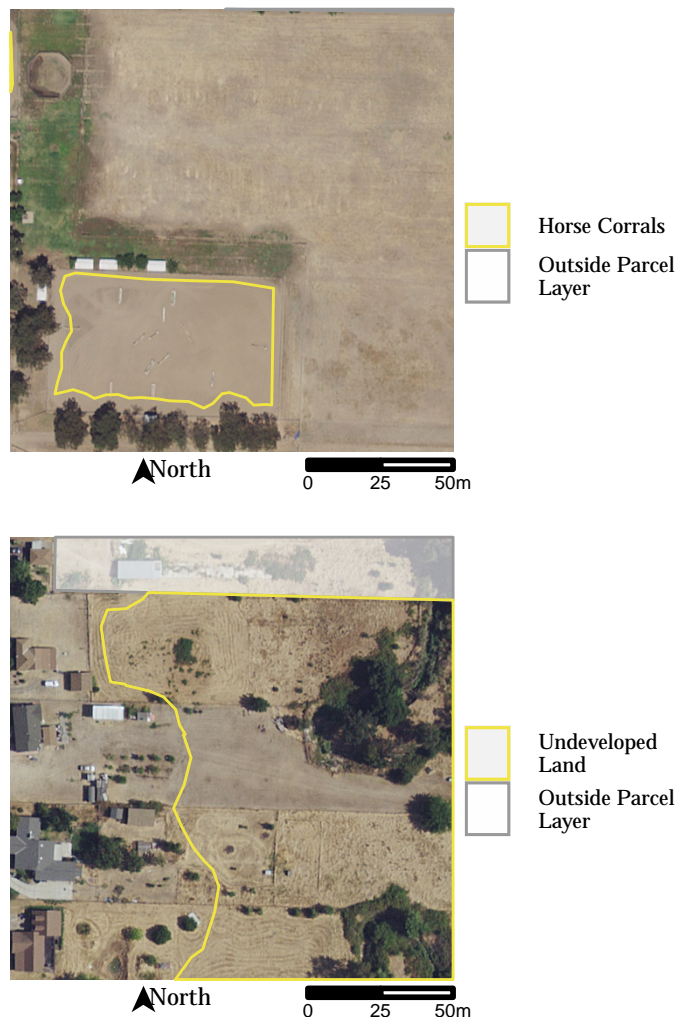


Figure 4: Example of horse corral (top) and undeveloped lands (bottom) identification.

Classification example

Figure 5 shows an example of model classification for an image tile in the Rio Linda Elverta Community Water District, to showcase model performance.

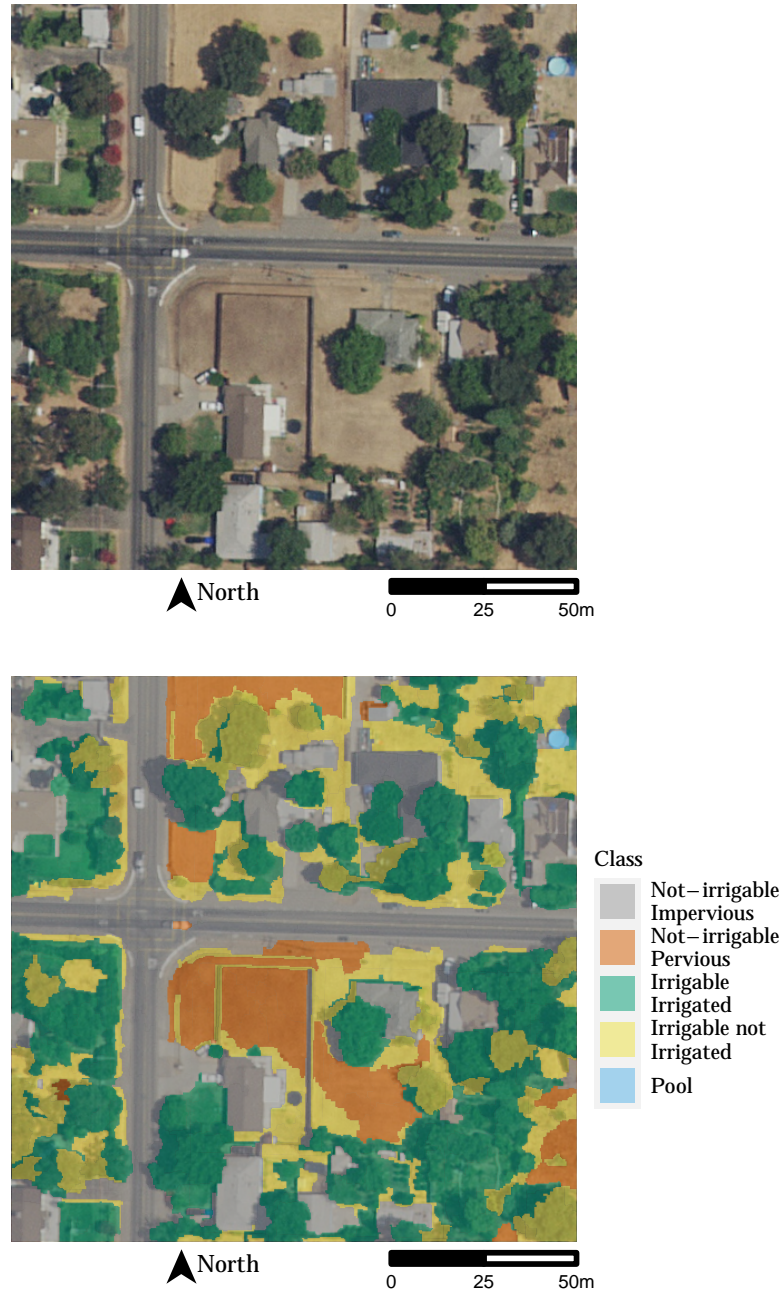


Figure 5: Example of modeling (bottom) on a selected image tile (top). This visualization represents the 8 classes being delivered to DWR. For 8-class definitions, please see Table A2 of the appendix.

Summary of Results

The 5,577 single-family and multi-family residential parcels in Rio Linda Elverta Community Water District are composed of 71.9 percent not irrigable, 14.6 percent irrigated, and 13.5 percent irrigable not-irrigated landscapes. The district-level weighted accuracy of the classification is 96.04% with a confidence interval of [95.99%, 96.08%]. Table 10 shows the water district accuracy statistics at the point, parcel, and district level. The total area at the three-class level for the whole district is provided in Table 4. In addition, the irrigation status summary and mean and median percent of irrigation classes found in parcels of each LUC are provided in Tables 5 and 6. The average class coverage by parcel size and a summary of canopy cover by parcel size are included in Table 7 and Table 8.

Table 4: Total predicted area for the district by irrigation status level. For irrigation status definitions, please see Table A1 of the appendix.

Class	Percent of area in analysis	Total area (sq. ft.)	95% confidence interval (sq. ft.)
Not-irrigable	71.9	198,156,151.39	1,004,103.82
Irrigable irrigated	14.6	40,166,956.64	1,262,338.75
Irrigable not-irrigated	13.5	37,126,056.67	1,409,230.85

Table 5: Total predicted area by LUC at the irrigation status level in square feet. For irrigation status definitions, please see Table A1 of the appendix. For LUC definitions, please see Table A19 of the appendix.

LUC	Total NI area (sq. ft.)	Total II area (sq. ft.)	Total INI area (sq. ft.)
0010	8,337.34	2,083.38	1,675.97
1001	33,675,424.69	14,241,680.11	10,193,374.44
1006	16,684,572.11	1,754,711.10	1,867,363.17
1008	126,008,021.61	20,169,255.26	21,273,649.67
1100	56,304.41	5,783.59	14,103.25
1101	18,291,861.24	3,209,347.52	3,120,167.06
1102	1,246,748.14	193,498.23	209,487.16
1103	786,641.99	215,914.30	196,100.45
1106	749,679.17	200,853.94	168,456.54
1108	81,405.35	18,023.86	5,195.06
1112	223,725.17	104,932.85	32,914.41
1999	271,356.52	38,573.14	28,802.82
2044	60,724.50	8,987.23	9,371.30
9106	11,488.32	3,369.94	5,473.76

Table 6: Percent coverage of LUC at the irrigation status level. For irrigation status definitions, please see Table A1 the appendix. For LUC definitions, please see Table A19 of the appendix.

LUC	NI		II		INI	
	Median (%)	Mean (%)	Median (%)	Mean (%)	Median (%)	Mean (%)
0010	68.9	68.9	17.2	17.2	13.9	13.9
1001	52.0	52.1	30.7	31.4	14.3	16.4
1006	68.2	66.4	13.0	19.6	11.7	14.0
1008	67.3	63.7	14.2	18.3	16.0	17.9
1100	73.9	73.9	7.6	7.6	18.5	18.5
1101	64.2	62.1	17.1	20.8	16.5	17.1
1102	72.2	69.6	15.2	15.7	12.5	14.8
1103	56.5	58.0	10.3	18.2	19.2	23.8
1106	59.1	59.6	26.3	23.0	20.7	17.3
1108	77.8	77.8	17.2	17.2	5.0	5.0
1112	59.8	64.4	30.0	26.1	9.5	9.5
1999	65.4	64.0	19.3	21.8	14.4	14.2
2044	60.9	60.9	19.4	19.4	19.7	19.7
9106	56.5	56.5	16.6	16.6	26.9	26.9

Table 7: Mean percent class coverage for 8-Class system by parcel size in acres. For 8-Class status definitions, please see Table A2 of the appendix.

Parcel size (acres)	Not-irrigable impervious (%)	Not-irrigable pervious (%)	Irrigable irrigated (%)	Irrigable not-irrigated (%)	Pool (%)	Horse corral (%)	Undeveloped lands (%)	Agricultural lands (%)	Parcel count
0 - 0.15	57.5	0.9	29.0	12.1	0.4	0.0	0.1	0.0	1159
0.15 - 0.25	47.0	1.8	34.6	16.1	0.4	0.0	0.1	0.0	1448
0.25 - 0.5	33.7	8.2	32.9	21.8	0.3	0.0	3.0	0.1	759
0.5 - 1	24.7	13.5	26.0	24.6	0.2	0.0	10.9	0.0	593
1 - 3	15.2	13.6	16.7	17.5	0.1	0.1	35.7	1.1	1176
3+	8.0	10.0	9.3	10.5	0.0	0.2	58.7	3.3	442

Table 8: Percent canopy coverage by parcel size in acres.

Parcel size (acres)	Mean canopy cover (%)	Median canopy cover (%)	Standard deviation (%)	Parcel count
0 - 0.15	23.2	21.5	14.5	1159
0.15 - 0.25	27.0	25.7	15.0	1448
0.25 - 0.5	28.6	27.3	15.6	759
0.5 - 1	25.5	23.0	14.7	593
1 - 3	18.8	15.1	13.4	1176
3+	12.9	9.2	11.6	442

Validation Reporting & Methods

In order to ensure that Rio Linda Elverta Community Water District was modeled accurately, an independent validation exercise was performed using a set of reference parcels that were manually classified by Quantum Spatial personnel. The reference parcels were selected randomly from parcels greater than 100 square feet in the topologically corrected parcel layer and were not included in any level of modeling. The correct land cover and land use classification, as determined by Quantum Spatial digitizers, was selected for each super-pixel object in the reference parcels to match the water district imagery. These parcels went through multiple review phases to ensure quality and consistency. For detailed information on digitization quality control and Quantum Spatial digitizer agreement, please refer to the Digitizer Agreement section of the Appendix.

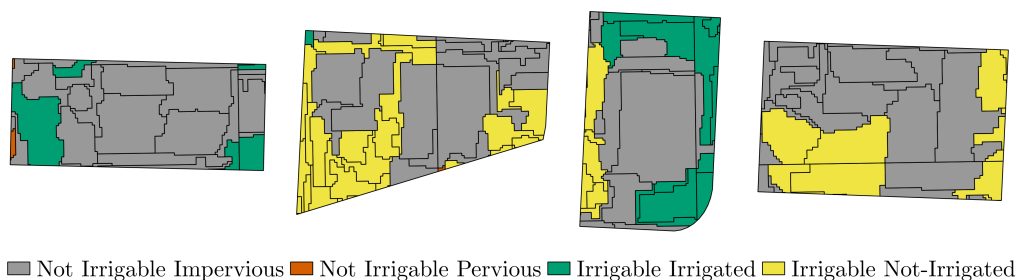


Figure 6: Examples of reference parcels created by Quantum Spatial, Inc., an NV5 company.

Once district modeling was complete, model predictions of irrigation status were compared to the manually classified reference parcels using confusion matrices. Confusion matrices are a powerful way to visualize and measure the performance of a classification model. They are a tabular representation of the correct and incorrect classifications across a predicted space. The column values of the confusion matrices represent the reference data classifications from the manually digitized parcels. The row values of the confusion matrices represent the model predicted classifications. Correct class predictions are shown along the main diagonal of the confusion matrix, where the predicted class matches the reference class. Erroneous classifications are shown in confusion matrix cells off the main diagonal where the predicted class does not equal the reference class. The district-level confusion matrix for the irrigation status classification is shown in Table 9, where values are shown in square feet.

Table 9: District-level model classification confusion matrix for irrigation status classification, by area. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	451,932	5,696	15,462
II	0	438,075	0
INI	0	104,047	663,767

Table 10: Accuracy assessments at the district, parcel, and point level. For accompanying confusion matrices and statistics, please see Tables A6 - A11 in the appendix.

	Area-weighted accuracy (%)	Unweighted overall accuracy (%)
District	96.04	96.37
Parcel	91.48	92.13
Point	85.57	86.6

Multiple confusion matrix statistics are reported in Table 10 in order to fully describe the classification model performance. The variation in these metrics is the result of the cancellation of confusion within different units of observation (point, parcel, or district). When predictions are summarized to a more generalized unit, errors cancel. For example, if 10 square feet of turf is called canopy and 8 square feet of canopy is called turf, at the parcel level, 8 square feet of confusion cancels, with 2 square feet of turf remaining misclassified as canopy. When calculating accuracy at the point level, no cancellation of errors occurs. When calculating the parcel and district-level accuracies, errors are cancelled at the parcel and district levels, respectively. Confusion matrices of classification errors for the water district classification at the 10-class and irrigation status levels are provided in Tables A4-A8 and Tables A12-A14 along with the full confusion matrix statistics in Tables A9-A11 and Tables A15-A17 of the appendix.

The primary metric used to determine whether the district modeling has performed appropriately is the area-weighted accuracy. This accuracy metric utilizes the by-class positive predictive value (PPV) (Equation 3) of the un-masked super-pixel objects and the class rates of prevalence across the district to weight the overall accuracy of the Landscape Area Estimates product (equation shown in Equation 1). The positive predictive value used to weight the area of the masked super-pixel objects is considered to be 100% due to the heads-up digitization of the derived land masks, multiple phases of quality control, and final review by the California Department of Water Resources. The unweighted overall accuracy is also reported and is calculated after the derived land masks have been burned into the reference parcels and the model classification (overall accuracy equation shown in Equation 2). All masked super-pixel objects are given the irrigation status of ‘not-irrigable’. The district-level weighted accuracy of Rio Linda Elverta Community Water District is 96.04% with a confidence interval of [95.99%, 96.08%]. Table 10 shows the water district accuracy statistics at the point, parcel, and district level, and Table 11 shows the class positive predictive values and prevalence rates at the irrigation status level.

As part of the pilot phase of the Landscape Area Estimates Project, Phase 2B water districts went through an additional independent validation exercise using reference data generated by the California Department of Water Resources and their consulting team. The results of this exercise shaped the model quality standards and external validation metrics used for the Phase 3 water districts. These standards are set in place in order to ensure that the data generated in this project are “reasonably accurate for the data’s intended uses” as directed by AB 1668 and SB 606.

Table 11: District-wide class prevalence rates and positive predictive values derived from confusion matrices at the district, parcel, and point level. Values shown indicate percentages. For accompanying confusion matrices and statistics, please see Tables A5, A6, and A7 in the appendix.

	Level	II (%)	INI (%)	NI (%)	Mask (%)
Positive Predictive Value (PPV)	District	95.53	100	86.45	100.00
	Parcel	88.74	84.34	80.5	100.00
	Point	75.56	64.59	75.06	100.00
District Prevalence	District	14.58	13.48	24.44	47.5

Equations

$$WeightedAccuracy = (PPV_{II} * Rate_{II}) + (PPV_{INI} * Rate_{INI}) + (PPV_{NI} * Rate_{NI}) + (1.0 * Rate_{Mask}) \quad (1)$$

$$OverallAccuracy = \frac{CorrectPredictions}{TotalPredictions} = \frac{TP + TN}{P + N} \quad (2)$$

$$PositivePredictiveValue = PPV = \frac{TP}{TP + FP} \quad (3)$$

PPV: Positive predictive value / Rate: Class prevalence rate / P: Positive condition / N: Negative condition / TP: True positive / FP: False positive / TN: True negative

		Reference (Validation) Class	
		A	B
Model Prediction	A	True Positive	False Positive
	B	False Negative	True Negative

Figure 7: Example of a two class confusion matrix to label equation variables.

Appendices

Table A1: Irrigation status identification codes.

ID	Class	Included classes from 10-class	Codes for included 10-class classes
NI	Not-irrigable	Impervious, Not-irrigable pervious, Undeveloped lands, Horse corrals, Open water, Artificial turf, Agricultural lands	1, 5, 6, 7, 8, 9, 10
II	Irrigable irrigated	Pools, Irrigated pervious	2, 3
INI	Irrigable not-irrigated	Irrigable not-irrigated pervious	4

Table A2: 8-class identification codes (as seen in the Classification Example).

Class	Included classes from 10-class	Codes for included 10-class classes
Not-irrigable impervious	Impervious, Artificial turf	1, 9
Not-irrigable pervious	Not-irrigable pervious, Open water	5, 8
Irrigable irrigated	Irrigated pervious	3
Irrigable not-irrigated	Irrigable not-irrigated pervious	4
Pools	Pools	2
Undeveloped lands	Undeveloped lands	6
Horse corrals	Horse corrals	7
Agricultural lands	Agricultural lands	10

Table A3: 10-class identification codes.

Number	Class
1	Impervious
2	Pools
3	Irrigated pervious
4	Irrigable not-irrigated pervious
5	Not-irrigable pervious
6	Undeveloped lands
7	Horse corrals
8	Open water
9	Artificial turf
10	Agricultural lands

Digitization Quality Control

The model training data, validation data, and the derived land masks represent the manually interpreted aspects of the Landscape Area Estimates project. In recognition of the potential for variation in land cover and land use interpretations, multiple quality control checks were used throughout the creation of these layers.

The derived land masks are generated through an iterative quality control process that starts with the initial creation of the land mask by a human photo interpreter. Once the initial masking effort is completed, a senior editor from Quantum Spatial reviews and adjusts the mask using auxiliary layers and complementary information. Additionally, the mask shapefile is checked for geometry errors and complete parcel coverage. After the mask layers are created and reviewed, they are sent to the California Department of Water Resources for final review and approval.

Every manually classified parcel that was used to train or validate this district's model underwent three phases of interpretation and classification review. Parcel classification began with an intermediate model classifying the super-pixel objects of a parcel. Once complete, three independent digitizers would consecutively review the parcel classification. The changes made in each quality control phase were recorded in order to monitor the level of agreement between digitizers and flag particularly challenging districts that required additional digitization effort. Figure A1 shows the percentage of change in each quality control phase by irrigation status class. The first pass describes the percent change from the initial model classification in the first round of digitizing. The second and final passes describe the percent change during the two subsequent quality assurance checks.

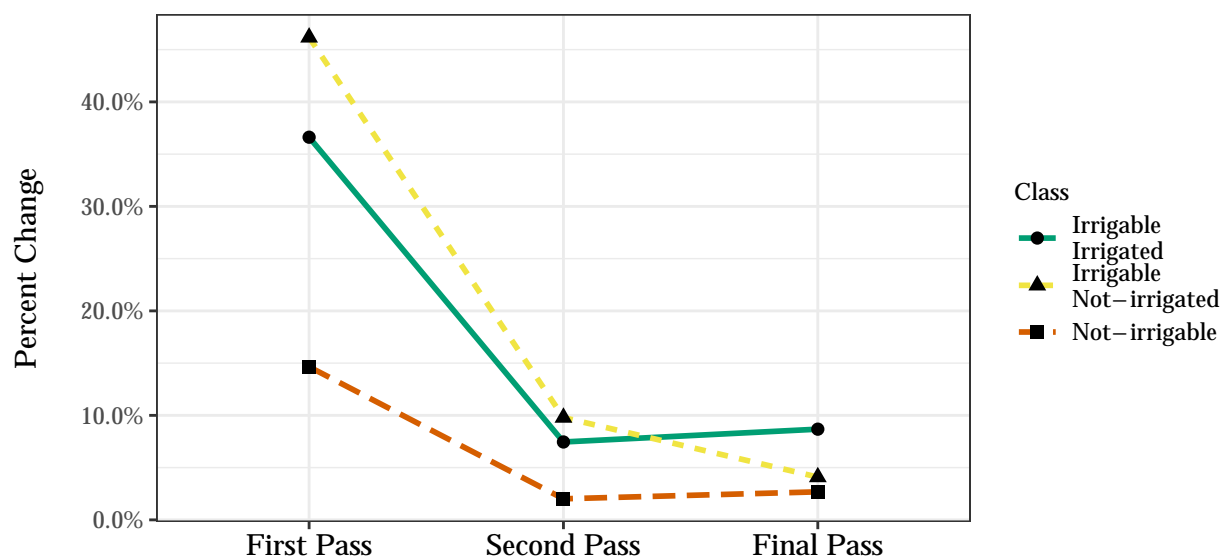


Figure A1: Digitizer disagreement through each quality control phase. This chart shows the percent change in object irrigation status by irrigation class for the three digitization phases of the reference parcels used in this analysis.

Classification Confusion Matrices

In this section, full confusion matrices and their summary statistics are provided for the classification of Rio Linda Elverta Community Water District. Tables A4 and A5 show the confusion matrix and its accompanying statistics for the 10-class classification scheme in order to display the model performance in the expanded classification. Tables A6-A8 show the irrigation status class performance on the unmasked super-pixel objects at the point, parcel, and district level, respectively. The accompanying confusion matrix statistics are shown in Tables A9-A11. Additionally, Tables A12-A14 show the irrigation status class performance at the point, parcel, and district level, including the masked super-pixel objects. The accompanying confusion matrix statistics are shown in Tables A15-A17.

Table A4: Point-level model classification confusion matrix for 10-class classification, by area. Values shown represent square feet. For 10-class definitions, please see Table A3 of the appendix.

Prediction	Reference									
	1	2	3	4	5	6	7	8	9	10
1	435,544	226	5,209	16,422	8,144	0	0	3,384	145	0
2	13	1,713	0	0	0	0	0	0	0	0
3	6,773	0	355,756	86,747	22,088	0	0	0	0	0
4	9,665	0	81,051	282,969	63,972	0	0	0	418	0
5	5,535	0	7,977	161,680	248,717	0	0	0	0	0
6	0	0	0	0	0	1,641,770	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	4,211	0	0
9	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0

Table A5: Confusion matrix statistics for the point level accuracy assessment at the irrigation status level.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
1	95.19	98.88	92.85	99.26	94.01	13.26	97.04
2	88.34	100.00	99.25	99.99	93.48	0.06	94.17
3	79.06	96.15	75.47	96.84	77.22	13.04	87.60
4	51.65	94.66	64.59	91.21	57.40	15.88	73.15
5	72.53	94.36	58.67	96.89	64.87	9.94	83.45
6	100.00	100.00	100.00	100.00	100.00	47.59	100.00
7	NA	100.00	NA	NA	NA	0.00	NA
8	55.44	100.00	100.00	99.90	71.34	0.22	77.72
9	0.00	100.00	NaN	99.98	NA	0.02	50.00
10	NA	100.00	NA	NA	NA	0.00	NA

Table A6: Point-level model classification confusion matrix for the unmasked super-pixels at the irrigation status level, by area. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	357,469	86,747	28,874
II	81,051	282,969	74,055
INI	13,412	178,102	576,300

Table A7: Parcel-level model classification confusion matrix for the unmasked super-pixels at the irrigation status level, by area. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	419,820	33,223	20,047
II	27,527	369,464	41,084
INI	4,585	145,131	618,098

Table A8: District-level model classification confusion matrix for the unmasked super-pixels at the irrigation status level, by area. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	451,932	5,696	15,462
II	0	438,075	0
INI	0	104,047	663,767

Table A9: Confusion matrix statistics for the point-level accuracy assessment of the unmasked super-pixels at the irrigation status level.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	79.10	90.58	75.56	92.17	77.29	26.92	84.84
INI	51.65	86.29	64.59	78.66	57.40	32.63	68.97
II	84.85	80.84	75.06	88.70	79.65	40.45	82.85

Table A10: Confusion matrix statistics for the parcel-level accuracy assessment of the unmasked super-pixels at the irrigation status level.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	92.89	95.66	88.74	97.34	90.77	26.92	94.28
INI	67.44	93.93	84.34	85.63	74.95	32.63	80.69
II	91.00	85.02	80.50	93.29	85.43	40.45	88.01

Table A11: Confusion matrix statistics for the district-level accuracy assessment of the unmasked super-pixels at the irrigation status level.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	100.00	98.28	95.53	100.00	97.71	26.92	99.14
INI	79.97	100.00	100.00	91.16	88.87	32.63	89.98
II	97.72	89.59	86.45	98.30	91.74	40.45	93.66

Table A12: Point-level model classification confusion matrix at the irrigation status level, including masked super-pixels, by area. Used to assess unweighted overall accuracy. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	357,469	86,747	28,874
II	81,051	282,969	74,055
INI	13,412	178,102	2,347,450

Table A13: Parcel-level model classification confusion matrix at the irrigation status level, including masked super-pixels, by area. Used to assess unweighted overall accuracy. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	419,820	33,223	20,047
II	27,527	369,464	41,084
INI	4,585	145,131	2,389,248

Table A14: District-level model classification confusion matrix at the irrigation status level, including masked super-pixels, by area. Used to assess unweighted overall accuracy. Values shown represent square feet. For irrigation status definitions, please see Table A1 of the appendix.

Prediction	Reference		
	NI	II	INI
NI	451,932	5,696	15,462
II	0	438,075	0
INI	0	104,047	2,434,917

Table A15: Confusion matrix statistics for the point-level accuracy assessment at the irrigation status level, including masked super-pixels.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	79.10	96.14	75.56	96.83	77.29	13.10	87.62
INI	51.65	94.66	64.59	91.21	57.40	15.88	73.15
II	95.80	80.84	92.46	88.70	94.10	71.02	88.32

Table A16: Confusion matrix statistics for the parcel-level accuracy assessment at the irrigation status level, including masked super-pixels.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	92.89	98.22	88.74	98.92	90.77	13.10	95.56
INI	67.44	97.64	84.34	94.08	74.95	15.88	82.54
II	97.51	85.02	94.10	93.29	95.77	71.02	91.26

Table A17: Confusion matrix statistics for the district-level accuracy assessment at the irrigation status level, including masked super-pixels.

Class	Sensitivity	Specificity	Positive predictive value	Negative predictive value	F1	Prevalence	Balanced accuracy
NI	100.00	99.29	95.53	100.00	97.71	13.10	99.65
INI	79.97	100.00	100.00	96.36	88.87	15.88	89.98
II	99.37	89.59	95.90	98.30	97.60	71.02	94.48

Error Analysis

After modeling was concluded, an error analysis was conducted to examine the effects of model misclassification. The goal of this exercise was to visually represent the individual class errors identified in the validation procedure at the 10-class level. Figure A2 shows a set of histograms representing the error for each class. The y-axis represents the percentage of the total validation super-pixel objects that contain the error; therefore, having the majority of the histogram bins at or near 0 indicates low levels of error. Negative values along the x-axis indicate under-predictions and positive values indicate over-predictions in that class.

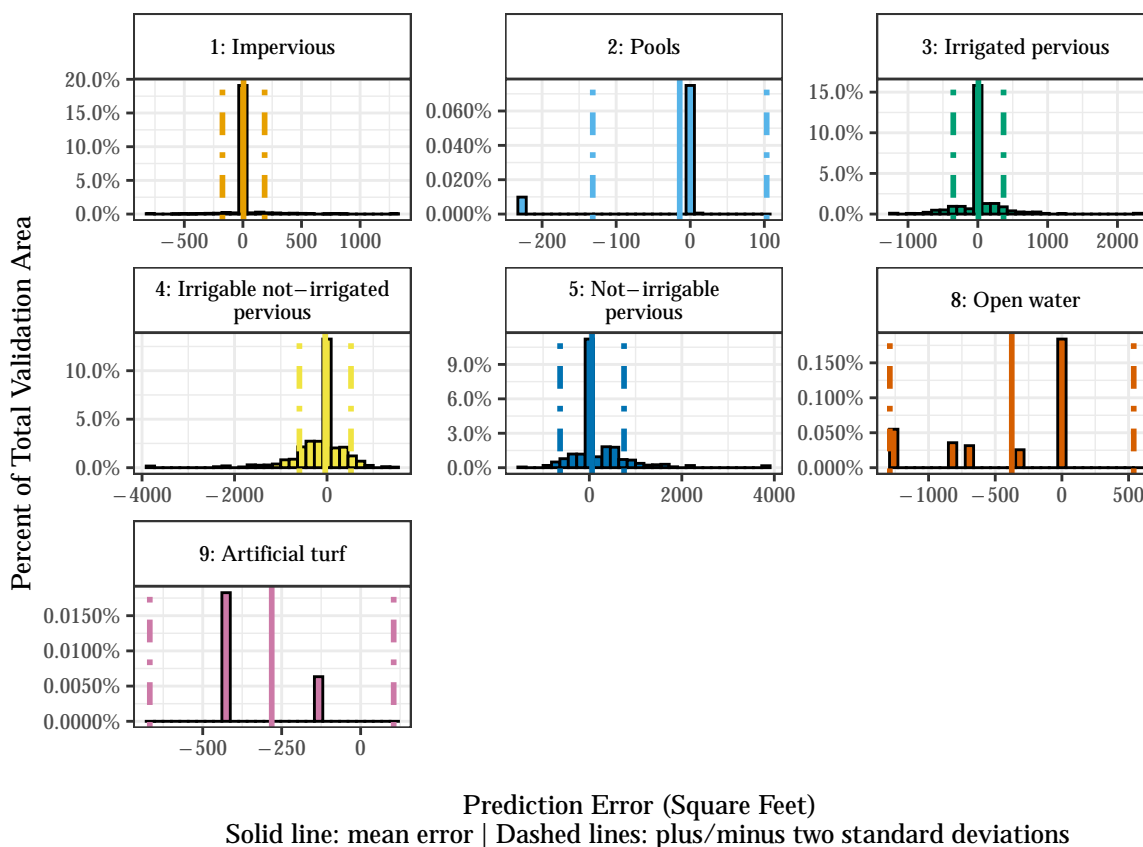


Figure A2: Model prediction error by area, 10-class level. The y-axis represents the percentage of total validation parcel area. The x-axis represents the class error observed, in square feet. All 10 classes may not be present if they were not predicted or present in the reference data. The masking classes (6, 7, and 10) are not present because they are manually digitized and not included in the modeling effort. For 10-class definitions, please see Table A3 of the appendix.

This information is further broken into percentiles in Table A18. The percentiles represent the distribution of error within each class across the validation parcels. Negative values indicate under-predictions and positive values represent over-predictions. The ‘5%’ percentile indicates that 5% of the parcels will have values for that class lower than that listed. For example, 90% of predictions for class 1: Impervious area between -23.5 and 35.2

square feet of error (‘5%’ and ‘95%’) and the median prediction error by parcel is 1.8 square feet.

Table A18: Modeled error percentiles by parcel and class. All values are expressed in square feet. All 10 classes may not be present if they were not predicted or present in the reference data. The masking classes (6, 7, and 10) are not present because they are manually digitized and not included in the modeling effort. For 10-class definitions, please see Table A3 of the appendix. Definitions for the table below are as follow, Class: Class in 10 class system | Mean Area: average object size | SD: standard deviation of object size.

Class	Mean Area	SD	0.5%	2.5%	5%	50%	95%	97.5%	99.5%
1	196.3	51.1	-80.5	-35.4	-23.5	1.8	35.2	42.7	47.5
2	135.8	80.1	-72.3	-60.3	-45.2	0.0	3.9	5.2	6.2
3	191.5	50.6	-76.1	-49.6	-40.3	-3.9	93.0	99.9	139.6
4	195.5	71.9	-242.0	-233.6	-163.9	-8.8	142.8	210.4	278.6
5	254.7	144.9	-137.3	-121.8	-112.8	114.1	335.5	389.7	459.5
8	843.9	NA	-376.0	-376.0	-376.0	-376.0	-376.0	-376.0	-376.0
9	281.5	193.0	-416.6	-411.2	-404.3	-281.5	-158.7	-151.8	-146.4

Table A19: Land use code (LUC) data dictionary.

Code	Code Description
0010	Miscellaneous
0010	NA
0010	Miscellaneous (General)
0011	Pipeline or Right-of-Way
0012	Rail (Right-of-way & track)
0013	Road (Right-of-way)
0014	Utilities (Right-of-way ONLY)
0015	Sub-Surface Rights (mineral)
0016	Surface Rights (Grazing, timber, coal, etc.)
0017	Leasehold Rights (misc.)
0018	Possessory Interest (misc.)
0019	Petroleum & Gas Wells (misc.)
0020	Water Rights (misc.)
0021	Right-of-Way (not rail, road or utility)
0022	Easement (misc.)
0023	Homestead (Misc.)
0024	Common Area (misc.)
0025	Royalty Interest
0026	Working Interest
0027	Vacant parcels with improvements
0500	Personal Property
0500	NA
0500	Personal property (general)
0510	Vehicles (general)
0511	Motor vehicles (cars, trucks, etc.)
0512	Travel trailers
0513	Watercraft (ships, boats, PWCs, etc.)
0514	Aircraft
0515	Rolling stock (railroad)
0516	Spacecraft
0519	Misc vehicles not otherwise classed (antiques, etc.)
0520	Business personal property (general)
0521	Equipment / supplies
0522	Inventory
0523	Goods in transit
0524	Livestock (animals, fish, birds, etc.)
0525	Crops (in ground)
0526	Crops (harvested)
0529	Misc Business Personal Property not otherwise classed
0530	Structures (general)
0532	Structures on leased land (may include Mobile Homes – see "MH Land Use")
0533	Temporary structures
0539	Misc structures not otherwise classed (billboards, etc.)
0540	Intangible personal property
0599	Misc personal property not otherwise classed
1000	Residential (Single)
1000	NA
1000	Residential (General) (Single)
1001	Single Family Residential
1002	Townhouse (Residential)
1003	Cluster home (Residential)
1004	Condominium (Residential)
1005	Cooperative (Residential)
1006	Mobile home
1007	Row house (Residential)
1008	Rural Residence (Agricultural)
1009	Planned Unit Development (PUD) (Residential)
1010	Residential Common Area (Condo/PUD/etc.)
1011	Timeshare (Residential)
1012	Seasonal, Cabin, Vacation Residence
1013	Bungalow (Residential)
1014	Zero Lot Line (Residential)
1015	Misc Residential Improvement

Table A19: Land use code (LUC) data dictionary. (*continued*)

Code	Code Description
1016	Manufactured, Modular, Pre-Fabricated Homes
1017	Patio Home
1018	Garden Home
1019	Landominium
1100	Residential Income (Multi-Family)
1100	NA
1100	Residential Income (General) (Multi-Family)
1101	Duplex (2 units, any combination)
1102	Triplex (3 units, any combination)
1103	Quadruplex (4 units, any combination)
1104	Apartment house (5+ units)
1105	Apartment house (100+ units)
1106	Garden Apt, Court Apt (5+ units)
1107	Highrise Apartments
1108	Boarding House, Rooming House, Apt Hotel, Transient Lodgings
1109	Mobile Home Park, Trailer Park
1110	Multi-Family Dwellings (Generic, any combination 2+)
1111	Fraternity House, Sorority House
1112	Apartments (generic)
1113	Dormitory, Group Quarters (Residential)
1114	Residential Condominium Development (Association Assessment)
1901	Residential Parking Garage
1902	Residential Storage Space
1999	Single Family Residential
2000	Commercial
2000	NA
2000	Commercial (General)
2001	Retail Stores (Personal Services, Photography, Travel)
2002	Store (multi-story)
2003	Store/Office (mixed use)
2004	Department Store (apparel, household goods, furniture)
2005	Department Store (multi-story)
2006	Grocery, Supermarket
2007	Regional: Shopping Center, Mall (w/Anchor)
2008	Community: Shopping Plaza, Shopping Center, Mini-Mall
2009	Neighborhood: Shopping Center, Strip Center, Enterprise Zone
2010	Shopping Center COMMON AREA (parking, etc.)
2011	Veterinary, Animal Hospital
2012	Restaurant
2013	Drive-thru Restaurant, Fast Food
2014	Take-out Restaurant (food preparation)
2015	Bakery
2016	Bar, Tavern
2017	Liquor Store
2018	Convenience store (7-11)
2019	Convenience Store (w/fuel pump)
2020	Service station (full service)
2021	Service station w/convenience store (food mart)
2022	Truck stop (fuel and diner)
2023	Vehicle Rentals, Vehicle Sales (auto/truck/RV/boat/etc.)
2024	Auto repair (& related), Garage
2025	Car wash
2026	Dry Cleaner, Laundry
2027	Service Shop (TV, radio, electric, plumbing)
2028	Florist, Nursery, Greenhouse (retail/wholesale)
2029	Wholesale Outlet, Discount Store (Franchise)
2030	Printer - Retail (PIP, QwikCopy, etc.)
2031	Mini-Warehouse, Storage
2032	Day care, Pre-school (Commercial)
2033	Motel
2034	Hotel
2035	Parking Garage, Parking Structure

Table A19: Land use code (LUC) data dictionary. (*continued*)

Code	Code Description
2036	Parking Lot
2037	Funeral Home, Mortuary (Commercial)
2038	Casino
2039	Hotel-Resort
2040	Hotel/Motel
2041	Gas Station
2042	Stores & Apartments
2043	Commercial Building, Mail Order, Show Room (non-auto), Commercial Whse
2044	Comm/Ofc/Res Mixed Use
2045	Appliance Store (Circuit City, Good Guys, Best Buy)
2046	Kennel
2047	Laundromat (self-service)
2048	Nightclub (Cocktail Lounge)
2050	Farm Supply & Equipment (Commercial)
2051	Garden Center, Home Improvement (Do-It-Yourself)
2052	Commercial Condominium (not offices)
2053	Drug Store / Pharmacy
2054	Bed & Breakfast
3000 Commercial Office	NA
3000	Commercial Office (General)
3001	Professional Bldg (legal; insurance; real estate; business)
3002	Professional Bldg (multi-story)
3003	Office Bldg (General)
3004	Office Bldg (multi-story)
3005	Dental Bldg
3006	Medical Bldg
3007	Financial Bldg (Bank, S&L; Mtge; Loan; Credit)
3008	Condominium Offices
3009	Skyscraper/Highrise (Commercial Offices)
3010	Mixed Use (Commercial/Industrial)
3011	Common Area (commercial, not shopping center or Association Asmnt.)
3012	Mobile Commercial Units
4000 Recreational/Entertainment	NA
4000	Recreational/Entertainment (General)
4001	Recreation Center
4002	Public Swimming Pool
4003	Boat slips, Marina, Yacht Club (recreation/pleasure), Boat Landing
4004	Bowling Alley
4005	Arcades (Amusement)
4006	Skating rink, Ice Skating, Roller Skating
4007	Clubs, Lodges, Professional Associations
4008	Museums, Library, Art Gallery (Recreational)
4009	Country Club
4010	Stadiums
4011	Arenas, Convention Center
4012	Auditoriums
4013	Driving Range (Golf)
4014	Race track (auto; dog; horse)
4015	Gym, Health Spa
4016	Dance Hall
4017	Riding Stable, Trails
4018	Campground, RV Park
4019	Fairgrounds
4020	Theater (movie and legitimate)
4021	Drive-In Theater
4022	Amusement Park, Tourist Attraction
4023	Piers, Wharf (Recreation)
4024	Fish Camps, Game Club, Target Shooting
4025	Outdoor Recreation: Beach, Mountain, Desert
4026	Pool Hall, Billiard Parlor

Table A19: Land use code (LUC) data dictionary. *(continued)*

Code	Code Description
4027	Park, Playground, Picnic Area
4028	Golf Course
4029	Racquet Court, Tennis Court
4030	Zoo
4031	Go-carts, Miniature Golf, Water slides
5000 Industrial	NA
5000	Industrial (General)
5001	Manufacturing (light)
5002	Light Industrial (10% improved office space; Machine Shop)
5003	Warehouse (Industrial)
5004	Storage yard, Open Storage (light equipment, material)
5005	Food Packing, Packing Plant (fruit; vegetable; meat, dairy)
5006	Assembly (light industrial)
5007	Food Processing (candy; bakery; potato chips)
5008	Recycling (metal; paper; glass; etc.)
5009	Communications (see 6500 series)
5010	Condominiums (Industrial)
5011	R&D Facility, Laboratory, Research Facility, Cosmetics, Pharmaceutical
5012	Industrial Park
5013	Multi-Tenant Industrial Bldg.
5014	Marine Facility/Boat Repairs (small craft or sailboat)
5015	Lumber & Wood Product MFG (including furniture)
5016	Paper Product MFG & related products
5017	Printing & Publishing (Light Industrial)
5018	Industrial Loft Building, Loft Building
5019	Construction/Contracting Services (Industrial)
5020	Common Area (Industrial)
6000 Heavy Industrial	NA
6000	Heavy Industrial (General)
6001	Transportation
6002	Distribution Warehouse (Regional)
6003	Mining (oil; gas; mineral, precious metals)
6004	Storage yard (junk; auto wrecking, salvage)
6005	Distillery, Brewery, Bottling
6006	Refinery, Petroleum Products
6007	Mill (feed; grain; paper; lumber; textile; pulp)
6008	Factory (apparel, textile products, leather, medium mfg.)
6009	Processing Plant (minerals; cement; rock; gravel; glass; clay)
6010	Lumberyard, Building Materials
6011	Shipyards/Storage - Built or Repaired (seagoing vessels)
6012	Slaughter House, Stockyard
6013	Waste Disposal, Sewage (processing; disposal; storage; treatment)
6014	Quarries (sand; gravel; rock)
6015	Heavy Manufacturing
6016	Labor Camps (Industrial)
6017	Winery
6018	Chemical
6019	Foundry, Industrial Plant (metal; rubber; plastic)
6020	Cannery
6021	Bulk Storage, Tanks (gasoline, fuel, etc.)
6022	Grain Elevator
6023	Dump Site
6024	Cold Storage
6025	Sugar Refinery
6500 Transportation & Communications	NA
6500	Transportation & Communications (General)
6501	Airport & related
6502	Railroad & related
6503	Freeways, State Hwys
6504	Roads, Streets, Bridges

Table A19: Land use code (LUC) data dictionary. *(continued)*

Code	Code Description
6505	Bus Terminal
6506	Telegraph, Telephone
6507	Radio or TV Station
6508	Truck Terminal (Motor Freight)
6509	Cable TV Station
6510	Harbor & Marine Transportation
6511	Microwave
6512	Commercial Auto Transportation/Storage
6513	Pollution Control
7000 Agricultural / Rural	NA
7000	Agricultural / Rural (General)
7001	Farm (Irrigated or Dry)
7002	Ranch
7003	Range land (grazing)
7004	Crop land, Field Crops, Row Crops (all soil classes)
7005	Orchard (fruit; nut)
7006	Vineyard (Agricultural)
7007	Poultry Farm (chicken; turkey; fish; bees; rabbits)
7008	Dairy Farm
7009	Timberland, Forest, Trees (Agricultural)
7010	Wildlife (Refuge)
7011	Desert or Barren Land
7012	Pasture, Meadow
7013	Misc. Structures - Ranch, Farm, Fixtures
7014	Grove (Agricultural)
7015	Feedlots
7016	Livestock
7017	Horticulture, Growing Houses, Ornamental (Agricultural)
7018	Well Site (Agricultural)
7019	Truck Crops
7020	Reservoir, Water Supply
7021	Irrigation, Flood Control
7022	Natural Resources
7023	Rural Improved / Non-Residential
8000 Vacant Land	NA
8000	Vacant Land (General)
8001	Residential-Vacant Land
8002	Commercial-Vacant Land
8003	Industrial-Vacant Land
8004	Private Preserve, Open Space-Vacant Land (Forest Land, Conservation)
8005	Institutional-Vacant Land
8006	Government-Vacant Land
8007	Multi-Family-Vacant Land
8008	Agricultural-Unimproved Vacant Land
8009	Waste Land, Marsh, Swamp, Submerged-Vacant Land
8010	Recreational-Vacant Land
8011	Water Area (Lakes; River; Shore)-Vacant Land
8012	Unusable Land (Remnant, Steep, etc.)
8013	Abandoned Site, Contaminated Site
8014	Under Construction
8500 Special Purpose	NA
8500	Special Purpose
8501	SBE - Special Assessments
8502	Regulating Districts & Assessments; Tax Abatement
8503	Redevelopment Agency or Zone
8504	Centrally Assessed
9000 Exempt (full or partial)	NA
9000	Exempt (full or partial)
9001	Indian Lands
9100 Institutional	NA

Table A19: Land use code (LUC) data dictionary. *(continued)*

Code	Code Description
9100	Institutional (General)
9101	Religious, Church, Worship (Synagogue, Temple, Parsonage)
9102	Parochial School, Private School
9103	College, University, Vocational school-PRIVATE
9104	Hospital-PRIVATE
9105	Medical Clinic
9106	Homes (retired; handicap, rest; convalescent; nursing)
9107	Children's Home, Orphanage
9108	Cemetery (Exempt)
9109	Crematorium, Mortuary (Exempt)
9110	Charitable organization, Fraternal
9111	Recreational Non-Taxable (Camps, Boy Scouts)
9112	Private Utility (Electric; Water; Gas; etc.)
9200	Governmental/Public Use
	NA
9200	Governmental/Public Use (General)
9201	Military (office; base; post; port; reserve; weapon range; test sites)
9202	Forest (park; reserve; recreation, conservation)
9203	Public School (administration; campus; dorms; instruction)
9204	Colleges, University-PUBLIC
9205	Post Office
9206	Cultural, Historical (monuments; homes; museums; other)
9207	Govt. Administrative Office (Federal; State; Local; Court House)
9208	Emergency (Police; Fire; Rescue; Shelters, Animal Shelter)
9209	Other exempt property
9210	City, Municipal, Town, Village Owned (Exempt)
9211	County Owned (Exempt)
9212	State Owned (Exempt)
9213	Federal Property (Exempt)
9214	Public Health Care Facility (Exempt)
9215	Community Center (Exempt)
9216	Public Utility (Electric; Water; Gas; etc.)
9217	Welfare, Social Service, Low Income Housing (Exempt)
9218	Correctional Facility, Jails, Prisons, Insane Asylum
9219	Hospital-PUBLIC
9300	Historical-Private
	NA
9300	Historical-PRIVATE (General)
9301	Historical Residence
9302	Historical Retail
9303	Historical Warehouse
9304	Historical Office
9305	Historical Transient Lodging (hotel/motel)
9307	Historical Recreation, Entertainment
9308	Historical Park, Site, Misc.
9309	Historical District

**YOU GOT YOUR LANDSCAPE AREA
DATA FROM DWR...**

Now What?

**Part I: Unpacking the data, using the DWR
verification portal, and what to look for**



**CALIFORNIA
WATER EFFICIENCY
PARTNERSHIP**



**EAGLE AERIAL
SOLUTIONS**



Background

- Landscape area for residential and commercial/ industrial/ institutional will be used to establish an agency's outdoor water use standard (June 2022).
- To-date most agencies should have received their LAM data for *residential* accounts from DWR
- Each agency is responsible for:
 1. Reviewing the *residential* landscape area results for their service area
 2. Verifying that all *residential* parcels were included in the analysis



Executive Committee Agenda Item: 8

Date: April 5, 2021

Subject: Expenditure Summary

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

It is recommended that the Executive Committee review the expenditures for February 2021, then forward the item to the April 19th Board agenda, consent section, with a recommendation for approval.

Current Background and Justification:

These expenditures were necessary and prudent for operation of the District and consistent with the policies and budget adopted by the Board of Directors. The Expenditure Summary provides the listing of expenditures which have occurred since the last regular meeting of the Board.

Conclusion:

Consistent with the District policies, the Expenditure Summary is to be reviewed by the Executive Committee and approved by the Board of Directors.

Rio Linda Elverta Community Water District
Expenditure Report
Feburary 2021

Type	Date	Num	Name	Memo	Amount
Liability Check	02/10/2021	EFT	QuickBooks Payroll Service	For PP Ending 02/06/21 Pay date 02/11/21	17,864.29
Liability Check	02/11/2021	EFT	CalPERS	For PP Ending 02/06/21 Pay date 02/11/21	2,912.57
Liability Check	02/11/2021	EFT	CalPERS	For PP Ending 02/06/21 Pay date 02/11/21	1,119.77
Liability Check	02/11/2021	EFT	Internal Revenue Service	Employment Taxes	7,048.64
Liability Check	02/11/2021	EFT	Employment Development	Employment Taxes	1,403.61
Bill Pmt -Check	02/11/2021	EFT	Adept	Computer Maintenance	1,208.00
Bill Pmt -Check	02/11/2021	EFT	Comcast	Phone/Internet	276.06
Liability Check	02/11/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,854.56
Bill Pmt -Check	02/11/2021	EFT	PG&E	Utilities	174.12
Bill Pmt -Check	02/11/2021	EFT	Republic Services	Utilities	87.97
Bill Pmt -Check	02/11/2021	EFT	Umpqua Bank CC	Computer, Distribution, Office, Postage, Shop Supplies, Transportation Maint	2,342.09
Transfer	02/11/2021	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,500.00
Transfer	02/11/2021	EFT	RLECWD - Capital Improvement	Funds Transfer-RWA-DWR Grant for Well 16	454,500.00
Liability Check	02/11/2021	1589	Teamsters Local	Union Dues-Employee Paid	686.00
Check	02/11/2021	1590	Customer	Final Bill Refund	91.67
Check	02/11/2021	1591	Customer	Final Bill Refund	106.00
Check	02/11/2021	1592	Customer	Final Bill Refund	27.61
Bill Pmt -Check	02/11/2021	1593	USA BlueBook	Capital Improvement: Well 16	203.31
Bill Pmt -Check	02/11/2021	1594	ABS Direct	Postage & Printing	844.74
Bill Pmt -Check	02/11/2021	1595	ACWA/JPIA Powers Insurance Authority	EAP	25.70
Bill Pmt -Check	02/11/2021	1596	Continental Utility Solutions	Annual Maintenance Service	4,180.00
Bill Pmt -Check	02/11/2021	1597	CoreLogic Solutions	Metro Scan	134.75
Bill Pmt -Check	02/11/2021	1598	DirectHit Pest Control	Building Maintenance	75.00
Bill Pmt -Check	02/11/2021	1599	Intermedia.net	Phone/Internet	81.65
Bill Pmt -Check	02/11/2021	1600	Kirby's Pump & Mechanical	Pumping Maintenance	758.56
Bill Pmt -Check	02/11/2021	1601	O'Reilly Automotive	Transportation Maintenance	353.55
Bill Pmt -Check	02/11/2021	1602	Rio Linda Elverta Recreation & Park	Meeting Fee	50.00
Bill Pmt -Check	02/11/2021	1603	Rio Linda Hardware & Building Supply	Shop Supplies	183.13
Bill Pmt -Check	02/11/2021	1604	Rio Linda Messenger	Annual Maintenance Service	948.00
Bill Pmt -Check	02/11/2021	1605	Sacramento Suburban Water District	Professional Fees	691.46
Bill Pmt -Check	02/11/2021	1606	SMUD	Utilities	13,630.10
Bill Pmt -Check	02/11/2021	1607	Spok, Inc.	Field Communication	15.40
Bill Pmt -Check	02/11/2021	1608	State Water Resources Control Board	Licensing	60.00
Bill Pmt -Check	02/11/2021	1609	Tesco Controls	Pumping Maintenance	357.30
Bill Pmt -Check	02/11/2021	1610	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	02/11/2021	1611	Rio Linda Hardware & Building Supply	Capital Improvement: Well 16	44.64
Liability Check	02/12/2021	EFT	QuickBooks Payroll Service	For PP Ending 02/12/21 Pay date 02/16/21	756.91
Liability Check	02/16/2021	EFT	Internal Revenue Service	Employment Taxes	186.12
Liability Check	02/16/2021	EFT	Employment Development	Employment Taxes	22.34
Bill Pmt -Check	02/16/2021	EFT	WageWorks	FSA Administration Fee	76.25
Bill Pmt -Check	02/17/2021	EFT	ARCO	Transportation Fuel	638.85

**Rio Linda Elverta Community Water District
Expenditure Report
Feburary 2021**

Type	Date	Num	Name	Memo	Amount
Liability Check	02/24/2021	EFT	QuickBooks Payroll Service	For PP Ending 02/20/21 Pay date 02/25/21	15,977.04
Liability Check	02/25/2021	EFT	CalPERS	For PP Ending 02/20/21 Pay date 02/25/21	2,760.09
Liability Check	02/25/2021	EFT	CalPERS	For PP Ending 02/20/21 Pay date 02/25/21	1,119.77
Liability Check	02/25/2021	EFT	Internal Revenue Service	Employment Taxes	6,417.40
Liability Check	02/25/2021	EFT	Employment Development	Employment Taxes	1,290.77
Liability Check	02/25/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,807.33
Liability Check	02/25/2021	EFT	Kaiser Permanente	Health Insurance	1,275.76
Liability Check	02/25/2021	EFT	Principal	Dental & Vision Insurance	1,380.73
Liability Check	02/25/2021	EFT	Western Health Advantage	Health Insurance	9,491.61
Bill Pmt -Check	02/25/2021	EFT	Verizon	Field Communication, Field IT	604.97
Bill Pmt -Check	02/25/2021	EFT	Voyager	Transportation Fuel	69.76
Check	02/25/2021	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	45,750.00
Check	02/25/2021	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	87,760.41
Check	02/25/2021	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	72,974.43
Check	02/25/2021	1612	Customer	Hydrant Meter Deposit Refund	992.00
Bill Pmt -Check	02/25/2021	1613	BSK Associates	Lab Fees	240.00
Bill Pmt -Check	02/25/2021	1614	Buckmaster Office Solutions	Office Equipment Expense	60.51
Bill Pmt -Check	02/25/2021	1615	Churchwell White	Legal Fees	1,641.60
Bill Pmt -Check	02/25/2021	1616	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	02/25/2021	1617	Sierra Chemical Company	Chemical Supplies	861.30
Bill Pmt -Check	02/25/2021	1618	SMUD	Utilities	15,048.99
Bill Pmt -Check	02/25/2021	1619	Staples	Office Expense	36.94
Bill Pmt -Check	02/25/2021	1620	USA BlueBook	Pumping Maintenance; Distribution Supplies	2,569.27
Bill Pmt -Check	02/25/2021	1621	Anvil Builders	Capital Improvement: Well 16	155,207.15
Total 10000 - Bank - Operating Account					<u>963,053.55</u>

**Rio Linda Elverta Community Water District
Expenditure Report
February 2021**

Type	Date	Num	Payee	Memo	Amount
Transfer	02/25/2021	EFT	RLECWD	CIP Expense Transfer: Refer to operating check numbers: 1593, 1611, 1621, & Water Rite \$17.71	155,455.10
10385 - Pacific Premier Bank Checking					<u>155,455.10</u>



Executive Committee Agenda Item: 9

Date: April 5, 2021

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the Finance Reports of the District for the month of February 2021, then forward the report onto the April 19th 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, and capital improvements year to date. This report provides the snapshot of the District's fiscal health for the period covered.

Conclusion:

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform them of the District's current financial situation.

Rio Linda Elverta Community Water District

Balance Sheet

As of February 28, 2021

ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 896,435.43

Total 10000 · Operating Account 896,435.43

10475 · Capital Improvement

10480 · General 367,071.62

10481 · Cr6 Mitigation 454,500.00

10485 · Vehicle Replacement Reserve 15,000.00

Total 10450 · Capital Improvement 836,571.62

10490 · Future Capital Imp Projects 1,397,062.18

Total 100 · Cash & Cash Equivalents 3,130,069.23

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 526,151.16

10300 · Surcharge 1 Account 783,266.91

10350 · Umpqua Bank Debt Service 80,799.36

10380 · Surcharge 2 Account 356,835.60

10385 · OpusBank Checking 720,905.98

Total 102.2 · Restricted for Debt Service 2,467,959.01

102.4 · Restricted Other Purposes

10600 · LAIF Account 335,435.40

10650 · Operating Reserve Fund 301,769.22

Total 102.4 · Restricted Other Purposes 637,204.62

Total 102 · Restricted Assets 3,105,163.63

Total Checking/Savings 6,235,232.86

Accounts Receivable 50,700.00

Other Current Assets

12000 · Water Utility Receivable 94,155.22

12200 · Accrued Revenue 150,000.00

12250 · Accrued Interest Receivable 987.62

15000 · Inventory Asset 68,727.94

16000 · Prepaid Expense 60,927.23

Total Other Current Assets 374,798.01

Total Current Assets 6,660,730.87

Fixed Assets

17000 · General Plant Assets 709,029.25

17100 · Water System Facilites 22,564,097.62

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -9,894,836.59

18000 · Construction in Progress 2,498,738.27

18100 · Land 576,673.45

Total Fixed Assets 16,826,745.42

Other Assets

19000 · Deferred Outflows 227,638.00

19900 · Suspense Account 0.00

Total Other Assets 227,638.00

TOTAL ASSETS 23,715,114.29

Rio Linda Elverta Community Water District

Balance Sheet

As of February 28, 2021

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable -6,778.38

Credit Cards 60.00

Other Current Liabilities 844,145.81

Total Current Liabilities 837,427.43

Long Term Liabilities

23000 · OPEB Liability 115,693.00

23500 · Lease Buy-Back 656,542.27

25000 · Surcharge 1 Loan 3,833,912.47

25050 · Surcharge 2 Loan 2,790,040.16

26000 · Water Rev Refunding 1,806,855.00

27000 · Community Business Bank 244,415.94

29000 · Net Pension Liability 1,055,771.00

29500 · Deferred Inflows-Pension 20,431.00

29600 · Deferred Inflows-OPEB 82,332.00

Total Long Term Liabilities 10,605,992.84Total Liabilities 11,443,420.27

Equity

31500 · Invested in Capital Assets, Net 8,842,880.46

32000 · Restricted for Debt Service 705,225.24

38000 · Unrestricted Equity 2,121,845.12

Net Income 601,743.20Total Equity 12,271,694.02TOTAL LIABILITIES & EQUITY 23,715,114.29

Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of February 28, 2021

	<u>Annual Budget</u>	<u>Feb 21</u>	<u>Jul 20-Feb 21</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	2,719,575.00	172,412.91	1,791,952.63	65.89%	927,622.37
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	400.00	14.45	688.17	172.04%	-288.17
Surcharg Total 41110 · Investment Revenue	400.00	14.45	688.17	172.04%	-288.17
41120 · Property Tax	88,500.00	0.00	60,478.30	68.34%	28,021.70
Total 41000 · Nonoperating Revenue	88,900.00	14.45	61,166.47	68.80%	27,733.53
Total Income	<u>2,808,475.00</u>	<u>172,427.36</u>	<u>1,853,119.10</u>	<u>65.98%</u>	<u>955,355.90</u>
Gross Income	2,808,475.00	172,427.36	1,853,119.10	65.98%	955,355.90
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	135,000.00	12,488.93	73,427.68	54.39%	61,572.32
60100 · Personnel Services					
60110 · Salaries & Wages	729,867.00	53,866.39	461,559.83	63.24%	268,307.17
60150 · Employee Benefits & Expense	489,145.00	30,702.04	269,544.21	55.11%	219,600.79
Total 60100 · Personnel Services	<u>1,219,012.00</u>	<u>84,568.43</u>	<u>731,104.04</u>	<u>59.98%</u>	<u>487,907.96</u>
60200 · Administration	205,010.00	9,614.72	135,324.79	66.01%	69,685.21
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	436,400.00	26,150.58	264,906.82	60.70%	171,493.18
Total 60000 · Operating Expenses	1,995,722.00	132,822.66	1,204,763.33	60.37%	790,958.67
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	145,736.00	0.00	59,736.00	40.99%	86,000.00
69110 · Interest	57,490.00	0.00	29,191.24	50.78%	28,298.76
Total 69100 · Revenue Bond	<u>203,226.00</u>	<u>0.00</u>	<u>88,927.24</u>	<u>43.76%</u>	<u>114,298.76</u>
69125 · AMI Meter Loan					
69130 · Principle	48,281.00	0.00	49,788.94	103.12%	-1,507.94
69135 · Interest	10,233.00	0.00	8,724.98	85.26%	1,508.02
Total 69125 · AMI Meter Loan	<u>58,514.00</u>	<u>0.00</u>	<u>58,513.92</u>	<u>100.00%</u>	<u>0.08</u>
Total 69010 · Debt Service	<u>261,740.00</u>	<u>0.00</u>	<u>147,441.16</u>	<u>56.33%</u>	<u>114,298.84</u>
69400 · Other Non-Operating Expense	2,000.00	0.00	0.00	0.00%	2,000.00
Total 69000 · Non-Operating Expenses	<u>263,740.00</u>	<u>0.00</u>	<u>147,441.16</u>	<u>55.90%</u>	<u>116,298.84</u>
Total Expense	<u>2,259,462.00</u>	<u>132,822.66</u>	<u>1,352,204.49</u>	<u>59.85%</u>	<u>907,257.51</u>
Net Ordinary Income	<u>549,013.00</u>	<u>39,604.70</u>	<u>500,914.61</u>		
Net Income	<u><u>549,013.00</u></u>	<u><u>39,604.70</u></u>	<u><u>500,914.61</u></u>		

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2020-21
 As of February 28, 2021

	GENERAL		VEHICLE REPLACEMENT		FUTURE CAPITAL IMPROVEMENT PROJECTS	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES						
Fund Transfers						
Operating Fund Transfers In	549,013.00	366,000.00	-	-	-	-
CIP Fund Intrafund Transfers	(456,670.00)	-	75,000.00	-	381,670.00	-
Beginning Balance Redistribution	(1,396,338.00)	(1,396,338.00)	-	-	1,396,338.00	1,396,338.00
Surcharge 2 Surplus Repayment	107,171.00	-	-	-	-	-
Investment Revenue	-	131.02	-	-	3,500.00	724.18
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	9,114.98	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	67,932.39				
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
Total B · WATER DISTRIBUTION	155,000.00	77,047.37	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	195,000.00	77,047.37	-	-	-	-