

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS**

**February 26, 2024 (6:30 p.m.)**

Visitors / Depot Center  
6730 Front Street  
Rio Linda, CA 95673

*Our Mission is to provide a safe and reliable water supply in a cost-effective manner.*

**AGENDA**

The Board may discuss and take action on any item listed on this agenda, including items listed as information items. The Board may also listen to the other items that do not appear on this agenda, but the Board will not discuss or take action on those items, except for items determined by the Board pursuant to state law to be of an emergency or urgent nature requiring immediate action. The Board may address any item(s) in any order as approved by the Board.

The public will be given the opportunity to directly address the Board on each listed item during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or any majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District office at 730 L Street, Rio Linda, CA 95673. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, 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.

**1. CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE**

**2. PUBLIC COMMENT**

*Members of the public are invited to speak to the Board regarding items within the subject matter jurisdiction of the District that are not on the agenda or items on the consent agenda. Each speaker may address the Board once under Public Comment for a limit of 2 minutes. (Policy Manual § 2.01.160).*

**3. CONSENT CALENDAR (Action items: Approve Consent Calendar Items)**

**3.1. Minutes**

*The Board is being asked to approve the Minutes from the January 22, 2024 Regular Board Meeting.*

**3.2. Expenditures**

*The Executive Committee recommends the Board approve the December 2023 Expenditures.*

**3.3. Financial Reports**

*The Executive Committee recommends the Board approve the December 2023 Financial Report.*

**4. REGULAR CALENDAR**

**ITEMS FOR DISCUSSION AND ACTION**

**4.1. GM Report. Page 12**

*4.1.1. The General Manager will provide his monthly report to the Board of Directors*

**4.2. Public Works Projects Report. Page 14**

*4.2.1. The Contract District Engineer will provide his monthly report to the Board of Directors.*

**4.3. Consider Approving a Professional Services Agreement for Cathodic Protection Maintenance. Page 16**

- 4.4. **Consider Providing Direction to Staff for Method of Procuring Engineering Design Services for Well 15 Hexavalent Chromium Treatment. *Page 22***
- 4.5. **Consider Authorizing Revisions to the District Policy on Board Member Email Accounts. *Page 29***
- 4.6. **Informational Item to Enable Discussion on the Associations of California Water Agencies (ACWA) Conference in Sacramento. *Page 31***
- 4.7. **Consider Authorizing Board Member Late Compensation. *Page 32***
- 4.8. **Consider Alternate Dates for the May 2021 Regular Board Meeting. *Page 33***
- 4.9. **Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**

**5. INFORMATION ITEMS**

**5.1. District Activities Reports**

- 5.1.1. Water Operations Report
- 5.1.2. Completed and Pending Items Report
- 5.1.3. Leak Repair Report
- 5.1.4. Conservation Report
- 5.1.5. Revised FPPC Form 806
- 5.1.6. Revised Operating Budget (Early Payoff of AMI Meter Loan).

**5.2. Board Member Reports**

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Harris (primary)
- 5.2.3. Executive Committee – Garrison, Cline
- 5.2.4. ACWA/JPIA – Cline

**6. DIRECTORS' AND GENERAL MANAGER COMMENTS**

**7. ADJOURNMENT –**

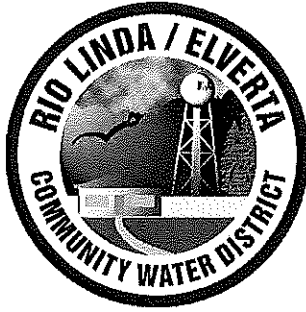
Upcoming meetings:

Executive Committee Meeting

March 13, 2024, Wednesday, 6:00 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA

Board Meeting

March 25, 2024, Monday, 6:30 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA



**Consent Calendar  
Agenda Item: 3.1**

**Date:** February 26, 2024

**Subject:** Minutes

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

N/A -Minutes of Board meetings are not reviewed by committees.

**Current Background and Justification:**

These minutes are to be reviewed and approved by the Board of Directors.

**Conclusion:**

I recommend the Board review and approve (as appropriate) the minutes of meetings provided with your Board packets.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_

(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

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**MINUTES OF THE JANUARY 22, 2024  
BOARD OF DIRECTORS REGULAR MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

The Link below provides access the video of this meeting.

<https://vimeo.com/894564747?share=copy>

The numbers in parentheses next to each action item correlate to time marks on the video of the meeting.

**1. CALL TO ORDER, ROLL CALL**

The January 22, 2024 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor's/Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting was physically open to the public.

General Manager Tim Shaw took roll call of the Board of Directors. Director Jason Green, Director Chris Gifford, Director Anthony Cline, Director Vicky Young, Director Mary Garrison, General Manager Tim Shaw, Mike Vasquez, Vasquez Engineering, and Legal Counsel were present. Director Cline led the pledge of allegiance.

**2. PUBLIC COMMENT**—No public member comment.

**3. CONSENT CALENDAR (1:15)**

**3.1. December 13, 2023 Minutes**

**3.2 November Expenditures**

**3.3 November Financials**

Comments/Questions —No public comment.

*(1:27) It was moved by Director Gifford and seconded by Director Cline to approve the Consent Calendar. Directors Green, Young, Garrison, Cline and Gifford voted yes. The motion passed with a roll call vote of 5-0-0.*

**4. REGULAR CALENDAR  
ITEMS FOR DISCUSSION AND ACTION**

**4.1 GM Report (2:00)**

The General Manager, Tim Shaw provided his monthly report to the Board of Directors.

Comments/Questions — No public comment.

*The Board took no action on this item.*

**4.2 Public Works Projects Report (6:40)**

Mike Vasques, Vasquez Engineering report provided, General District Engineering.

Comments/Questions — Directors had general discussion on the report provided.

*The Board took no action on this item.*

**4.3 Consider Finding of Special Circumstances Applies for Engagement of Professional Services Provider to Design Hexavalent Chromium Treatment. (9:40)**

Comments/Questions — General discussion by the Board regarding the qualifications of the company being proposed, whether or not to go out to bid on a designer or go with the District's Contract Engineers recommendation. The cost associated with the design. General Counsel reiterated that if the Board decided to skip the bidding process based on District policy the Board would have a professional services agreement at the next meeting with the company's qualifications and the Board would then vote on whether to engage in that agreement.

Comments/Questions — Public member asked about if there are any supply chain issues for the manufacturing of the pipes for this project.

*(48:55) It was moved by Director Young and seconded by Director Cline to table the item until next month so that the Board could review a Statement of Qualifications and references of Provost and Pritchard Consulting Group. Directors Green, Young, Cline, Garrison, and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.4 Consider Authorizing Replacement of the District's File Server. (52:00)**

Comments/Questions – Discussion by the Board members included software questions, costs, onsite and cloud storage. The Board concurred the District's current system from 2017 was in need of replacement.

Comments/Questions – No public comment.

*(1:04:10) It was moved by Director Cline and seconded by Director Gifford to authorize staff to move forward with the replacement of the District's File Server and budget revision. Directors Green, Young, Cline, Garrison, and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.5 Consider Authorizing Early Payoff of the District's 2015 Meter Loan. (1:04:32)**

Comments/Questions – Board inquired about the funds available to payoff the Meter Loan. District funds are available from underspending on salaries budgeted and operating costs to treat Chromium 6. Paying the loan off early, would help the District's financial position.

Comments/Questions – No public comment.

*(1:08:25) It was moved by Director Young and seconded by Director Cline to authorize staff to payoff the District's 2015 Meter Loan. Directors Green, Young, Cline, and Gifford voted yes. Director Garrison voted no. The motion carried with a roll call vote of 4-1-0.*

#### **4.6 Consider Declaring Specified Assets to be Surplus. (1:08:45)**

Comments/Questions – General discussion by a Board on this item.

Comments/Questions – Public member had a question on the bidding for this item

*(1:09:45) It was moved by Director Young and seconded by Director Gifford to declare the Samsung Office Phone system to be surplus and direct staff to disposition surplus assets pursuant to District policy. Directors Green, Young, Cline, Garrison, and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.*

#### **4.7 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065 (1:11:30)**

*(1:12:24) It was moved by Director Young and seconded by Director Gifford to appoint Director Gifford and remove Director Garrison to the Executive Committee. Directors Green, Young, and Cline voted yes. Director Garrison and Gifford abstained. The motion carried with a roll call vote of 3-0-2.*

Comments/Questions – No public or Board comments.

### **5. INFORMATION ITEMS**

#### **5.1 District Activities Reports (1:13:40)**

- 5.1.1 Water Operations Report – Written report provided.
- 5.1.2 Completed and Pending Items Report – Written report provided.
- 5.1.3 Leak Repair Report – Report provided.
- 5.1.4 Conservation Report – Report Provided.
- 5.1.5 Fair Political Practices Commission Form 806 for Calendar Year 2024
  - 5.1.5.1.1 Report of Board Member Compensation for Calendar Year 2023
- 5.1.6 Email Confirming Submittal of Preliminary Water Use Efficiency Objectives.
- 5.1.7 Fully Executed Settlement Agreement for 2023 Cost of Living Adjustment.

Comments/Questions – No public comments.

**5.2 Board Member Report (1:18:22)**

- 5.2.1 Report any ad hoc committees dissolved by requirements in Policy 2.01.065 – No action.
- 5.2.2 Sacramento Groundwater Authority – Harris (primary) – Agenda and Letter to Grandpark provided.
- 5.2.3 Executive Committee – Garrison, Cline – Minutes provided.
- 5.2.4 ACWA/JPIA – Cline – Nothing to report.

**6. DIRECTORS’ AND GENERAL MANAGER COMMENTS – Nothing to report.**

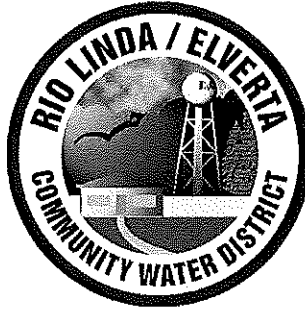
**7. ADJOURNMENT** - The meeting was adjourned at 7:57 pm.

Respectfully submitted,

\_\_\_\_\_  
Timothy R. Shaw, Secretary

\_\_\_\_\_  
Vicky Young, President of the Board

DRAFT



**Consent Calendar  
Agenda Item: 3.2**

**Date:** February 26, 2024

**Subject:** Expenditures

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee forwarded the December 2023 Expenditures report to the February 26th Board agenda.

**Current Background and Justification:**

These expenditures have been completed since the last regular meeting of the Board of Directors.

**Conclusion:**

I recommend the Board approve the Expenditures for December 2023.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Harris \_\_\_\_\_ Young \_\_\_\_\_

**(A) Yea (N) Nay (Ab) Abstain (Abs) Absent**

**Rio Linda Elverta Community Water District  
Expenditure Report  
December 2023**

Type	Date	Num	Name	Memo	Amount
Liability Check	12/13/2023	EFT	QuickBooks Payroll Service	For PP Ending 12/9/23 Pay date 12/14/23	20,616.55
Liability Check	12/14/2023	EFT	CalPERS	For PP Ending 12/9/23 Pay date 12/14/23	3,549.14
Liability Check	12/14/2023	EFT	CalPERS	For PP Ending 12/9/23 Pay date 12/14/23	1,324.49
Liability Check	12/14/2023	EFT	Internal Revenue Service	Employment Taxes	7,712.12
Liability Check	12/14/2023	EFT	Employment Development	Employment Taxes	1,482.48
Liability Check	12/14/2023	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,183.83
Bill Pmt -Check	12/14/2023	EFT	Adept Solutions	Computer	1,340.72
Bill Pmt -Check	12/14/2023	EFT	Comcast	Telephone	105.63
Bill Pmt -Check	12/14/2023	EFT	PG&E	Utilities	147.98
Bill Pmt -Check	12/14/2023	EFT	Ramos Oil Inc.	Transportation Fuel	770.12
Bill Pmt -Check	12/14/2023	EFT	Republic Services	Utilities	130.67
Bill Pmt -Check	12/14/2023	EFT	Umpqua Bank Credit Card	Computer, Office, Telephone, Transportation Repairs, Uniform	1,517.34
Bill Pmt -Check	12/14/2023	EFT	Verizon	Field Communication, Field IT	508.76
Transfer	12/14/2023	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	12/14/2023	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	50,984.00
Check	12/14/2023	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	88,332.58
Check	12/14/2023	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	73,455.52
Check	12/14/2023	2831	VOID	VOID	0.00
Paycheck	12/14/2023	2832	Employee	Signing Bonus	1,036.86
Paycheck	12/14/2023	2833	Employee	For PP Ending 12/9/23 Pay date 12/14/23	2,320.17
Check	12/14/2023	2835	Customer	Final Bill Refund	80.28
Check	12/14/2023	2836	Customer	Final Bill Refund	128.62
Check	12/14/2023	2837	Customer	Final Bill Refund	16.04
Bill Pmt -Check	12/14/2023	2838	ABS Direct	Printing & Postage	121.52
Bill Pmt -Check	12/14/2023	2839	ACWA/JPIA Powers Insurance Authority	EAP	24.80
Bill Pmt -Check	12/14/2023	2840	BSK Associates	Lab Fees	534.50
Bill Pmt -Check	12/14/2023	2841	Continental Utility Solutions	Computer Expense	2,000.00
Bill Pmt -Check	12/14/2023	2842	Corelogic Solutions	Subscription	103.00
Bill Pmt -Check	12/14/2023	2843	County of Sacramento	Permit Fees	308.00
Bill Pmt -Check	12/14/2023	2844	Direct Hit Pest Control	Building Maintenance	80.00
Bill Pmt -Check	12/14/2023	2845	Ferguson Enterprises	Distribution Supplies	1,600.00
Bill Pmt -Check	12/14/2023	2846	GW Demolition	Distribution Supplies	3,500.00
Bill Pmt -Check	12/14/2023	2847	Intermedia.net	Phone	84.31
Bill Pmt -Check	12/14/2023	2848	Rawles Engineering	Contract Repairs	2,000.00
Bill Pmt -Check	12/14/2023	2849	Rio Linda Hardware & Building Supply	Shop Supplies	166.68
Bill Pmt -Check	12/14/2023	2850	RW Trucking	Distribution Supplies	761.90
Bill Pmt -Check	12/14/2023	2851	SMUD	Utilities	17,334.50
Bill Pmt -Check	12/14/2023	2852	Spok Inc.	Field Communication	15.27
Bill Pmt -Check	12/14/2023	2853	State Water Resources Control Board	Permit Fees	60.00
Bill Pmt -Check	12/14/2023	2854	State Water Resources Control Board	Permit Fees	868.00
Bill Pmt -Check	12/14/2023	2855	Vasquez Engineering	Engineering	5,000.00





Rio Linda Elverta Community Water District  
Expenditure Report  
December 2023

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	12/14/2023	2856	White Brenner	Legal Services	752.40
Liability Check	12/14/2023	EFT	QuickBooks Payroll Service	Signing Bonuses	8,147.51
Liability Check	12/18/2023	EFT	Internal Revenue Service	Employment Taxes	2,219.40
Liability Check	12/18/2023	EFT	Employment Development	Employment Taxes	239.43
Check	12/27/2023	EFT	Wageworks	FSA Administration Fee	76.25
Liability Check	12/27/2023	EFT	QuickBooks Payroll Service	For PP Ending 12/23/23 Pay date 12/28/23	22,008.54
Liability Check	12/28/2023	EFT	CalPERS	For PP Ending 11/25/23 Pay date 11/30/23	3,704.06
Liability Check	12/28/2023	EFT	CalPERS	For PP Ending 11/25/23 Pay date 11/30/23	1,410.78
Liability Check	12/28/2023	EFT	Internal Revenue Service	Employment Taxes	8,884.40
Liability Check	12/28/2023	EFT	Employment Development	Employment Taxes	1,846.86
Liability Check	12/28/2023	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,265.10
Liability Check	12/28/2023	EFT	Kaiser Permanente	Health Insurance	2,387.06
Liability Check	12/28/2023	EFT	Principal	Dental & Vision Insurance	1,779.83
Liability Check	12/28/2023	EFT	Western Health	Health Insurance	12,559.18
<b>Total 10020 - Operating Account Budgeted Expenditures</b>					<b><u>377,587.18</u></b>

Liability Check	12/15/2023	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	12/14/2023	2834	Teamsters	Union Dues	748.00
Liability Check	12/14/2023	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	12/28/2023	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	12/31/2023	EFT	WageWorks	FSA Expenditures - Employee Funded	422.86
<b>Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs</b>					<b><u>2,371.76</u></b>



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## Consent Calendar Agenda Item: 3.3

**Date:** February 26, 2024

**Subject:** Financial Reports

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee forwarded the Financial Report onto the February 26th Board agenda.

### **Current Background and Justification:**

The financial reports are for the District's balance sheet, profit and loss, and capital improvements year to date.

These financials are to be presented to the Board of Directors to inform them of the District's current financial condition.

### **Conclusion:**

I recommend the Board approve the Financial Reports for December 2023.

### **Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_  
Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**Rio Linda Elverta Community Water District**  
**Balance Sheet**  
 As of December 31, 2023

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**ASSETS**

**Current Assets**

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,978,249.83
Total 10000 · Operating Account	1,978,249.83
10475 · Capital Improvement	
10480 · General	678,760.89
10485 · Vehicle Replacement Reserve	27,948.49
Total 10450 · Capital Improvement	706,709.38
Total 100 · Non-Restricted Cash & Cash Equivalents	2,684,959.21

102 · Restricted Assets	
102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	534,707.54
10300 · Surcharge 1 Account	1,137,946.53
10350 · Umpqua Bank - Revenue Bond	52,987.82
10380 · Surcharge 2 Account	471,723.02
Total 102.2 · Restricted for Debt Service	2,197,364.91
102.4 · Restricted Other Purposes	
10385 · Available Funding Cr6 Projects #1	476,652.75
10481 · Available Funding Cr6 Projects #2	505,000.00
10490 · Future Capital Imp Projects	1,237,394.17
10600 · LAIF Account - Capacity Fees	826,957.18
10650 · Operating Reserve Fund	337,473.58
Total 102.4 · Restricted Other Purposes	3,383,477.68
Total 102 · Restricted Assets	5,580,842.59

Accounts Receivable	0.00
Other Current Assets	
12000 · Water Utility Receivable	70,364.11
12200 · Accrued Revenue	150,000.00
12250 · Accrued Interest Receivable	2,586.93
15000 · Inventory Asset	49,574.32
16000 · Prepaid Expense	76,179.85
Total Other Current Assets	348,705.21
Total Current Assets	8,614,507.01

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

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

<b>TOTAL ASSETS</b>	<b>26,052,003.27</b>
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**Rio Linda Elverta Community Water District**

**Balance Sheet**

As of December 31, 2023

**LIABILITIES & NET POSTION**

**Liabilities**

**Current Liabilities**

Accounts Payable 70,312.77

Credit Cards 66.00

Other Current Liabilities 955,110.72

**Total Current Liabilities** 1,025,489.49

**Long Term Liabilities**

23000 · OPEB Liability 37,482.00

23500 · Lease Buy-Back 508,777.27

25000 · Surcharge 1 Loan 2,708,943.73

25050 · Surcharge 2 Loan 2,085,040.16

26000 · Water Rev Refunding 1,349,516.00

26500 · ADP CalPERS Loan 410,000.00

27000 · AMI Meter Loan 85,138.71

29000 · Net Pension Liability 824,024.00

29500 · Deferred Inflows-Pension 97,916.00

29600 · Deferred Inflows-OPEB 44,171.00

**Total Long Term Liabilities** 8,151,008.87

**Total Liabilities** 9,176,498.36

**Net Position**

31500 · Invested in Capital Assets, Net 9,494,326.46

32000 · Restricted for Debt Service 705,225.24

38000 · Unrestricted Equity 6,140,305.30

Net Income 535,647.91

**Total Net Position** 16,875,504.91

**TOTAL LIABILITIES & NET POSTION** 26,052,003.27

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
December 2023**



	<u>Annual Budget</u>	<u>Dec 23</u>	<u>YTD Jul 23-Dec 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 · Operating Revenue</b>					
<b>40100 · Water Sales</b>					
40101 · Basic Service Charge	1,160,731.00	118.76	466,380.65	40.18%	694,350.35
40102 · Usage Charge	1,832,569.00	28.80	917,887.46	50.09%	914,681.54
40105 · Backflow Charge	30,500.00	0.00	11,836.73	38.81%	18,663.27
40106 · Fire Prevention	24,300.00	0.00	10,235.23	42.12%	14,064.77
40110 · Bi-Monthly Accrual	0.00	150,000.00	150,000.00	100.00%	-150,000.00
<b>Total 40100 · Water Sales</b>	<u>3,048,100.00</u>	<u>150,147.56</u>	<u>1,556,340.07</u>	<u>51.06%</u>	<u>1,491,759.93</u>
<b>40200 · Water Services</b>					
40201 · Application Fees	6,500.00	550.00	3,000.00	46.15%	3,500.00
40202 · Delinquency	65,000.00	11,013.00	36,317.76	55.87%	28,682.24
40209 · Misc. Charges	7,000.00	80.00	3,369.32	48.13%	3,630.68
<b>Total 40200 · Water Services</b>	<u>78,500.00</u>	<u>11,643.00</u>	<u>42,687.08</u>	<u>54.38%</u>	<u>35,812.92</u>
<b>40300 · Other Water Service Fees</b>					
40301 · New Construction QC	4,000.00	400.00	1,400.00	35.00%	2,600.00
40302 · Service Connection Fees	10,000.00	8,300.00	14,100.00	141.00%	-4,100.00
40304 · Other Operating Revenue	6,000.00	0.00	0.00	0.00%	6,000.00
<b>Total 40300 · Other Water Service Fees</b>	<u>20,000.00</u>	<u>8,700.00</u>	<u>15,500.00</u>	<u>77.50%</u>	<u>4,500.00</u>
<b>Total 40000 · Operating Revenue</b>	<u>3,146,600.00</u>	<u>170,490.56</u>	<u>1,614,527.15</u>	<u>51.31%</u>	<u>1,532,072.85</u>
<b>41000 · Nonoperating Revenue</b>					
<b>41110 · Investment Revenue</b>					
41112 · Interest Revenue	35.00	3.25	20.24	57.83%	14.76
<b>Total 41110 · Investment Revenue</b>	<u>35.00</u>	<u>3.25</u>	<u>20.24</u>	<u>57.83%</u>	<u>14.76</u>
41120 · Property Tax	118,000.00	1,203.83	4,624.90	3.92%	113,375.10
<b>Total 41000 · Nonoperating Revenue</b>	<u>118,035.00</u>	<u>1,207.08</u>	<u>4,645.14</u>	<u>3.94%</u>	<u>113,389.86</u>
<b>Total Income</b>	<u>3,264,635.00</u>	<u>171,697.64</u>	<u>1,619,172.29</u>	<u>49.60%</u>	<u>1,645,462.71</u>
<b>Gross Income</b>	3,264,635.00	171,697.64	1,619,172.29	49.60%	1,645,462.71
<b>Expense</b>					
<b>60000 · Operating Expenses</b>					
<b>60010 · Professional Fees</b>					
60011 · General Counsel-Legal	30,000.00	752.40	5,630.80	18.77%	24,369.20
60012 · Auditor Fees	21,300.00	0.00	21,300.00	100.00%	0.00
60013 · Engineering Services	115,000.00	5,000.00	25,000.00	21.74%	90,000.00
60015 · Other Professional Fees	0.00	0.00	0.00	0.00%	0.00
<b>Total 60010 · Professional Fees</b>	<u>166,300.00</u>	<u>5,752.40</u>	<u>51,930.80</u>	<u>31.23%</u>	<u>114,369.20</u>
<b>60100 · Personnel Services</b>					
<b>60110 · Salaries &amp; Wages</b>					
60111 · Salary - General Manager	125,278.00	12,437.46	63,012.85	50.30%	62,265.15
60112 · Staff Regular Wages	676,585.00	64,668.69	318,639.85	47.10%	357,945.15
60114 · Staff Standby Pay	18,250.00	1,400.00	9,100.00	49.86%	9,150.00
60115 · Staff Overtime Pay	11,000.00	389.99	4,665.26	42.41%	6,334.74
<b>Total 60110 · Salaries &amp; Wages</b>	<u>831,113.00</u>	<u>78,896.14</u>	<u>395,417.96</u>	<u>47.58%</u>	<u>435,695.04</u>
<b>60150 · Employee Benefits &amp; Expense</b>					
60151 · PERS Retirement	126,177.00	9,991.13	59,638.14	47.27%	66,538.86
60152 · Workers Compensation	8,293.00	1,205.23	900.36	10.86%	7,392.64
60153 · Group Insurance	227,568.00	16,132.42	93,488.52	41.08%	134,079.48
60154 · Retirees Insurance	36,200.00	3,150.00	6,794.70	18.77%	29,405.30
60155 · Staff Training	5,000.00	0.00	0.00	0.00%	5,000.00
60157 · Uniforms	6,750.00	595.62	4,624.13	68.51%	2,125.87
60158 · Payroll Taxes	66,230.00	5,952.46	30,227.29	45.64%	36,002.71
60159 · Payroll Service	1,400.00	180.45	674.60	48.19%	725.40
60160 · 457 Employer Contribution	19,100.00	1,537.11	8,852.12	46.35%	10,247.88
<b>Total 60150 · Employee Benefits &amp; Expense</b>	<u>496,718.00</u>	<u>38,744.42</u>	<u>205,199.86</u>	<u>41.31%</u>	<u>291,518.14</u>
<b>Total 60100 · Personnel Services</b>	<u>1,327,831.00</u>	<u>117,640.56</u>	<u>600,617.82</u>	<u>45.23%</u>	<u>727,213.18</u>

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
December 2023**

	Annual Budget	Dec 23	YTD Jul 23-Dec 23	% of Annual Budget	YTD Annual Budget Balance
<b>60200 · Administration</b>					
60205 · Bank & Merchant Fees	1,850.00	72.10	1,063.02	57.46%	786.98
60207 · Board Meeting Fee	13,900.00	1,100.00	3,650.00	26.26%	10,250.00
<b>60210 · Building Expenses</b>					
60211 · Office Utilities	7,261.00	454.45	3,131.53	43.13%	4,129.47
60212 · Janitorial	2,340.00	195.00	1,170.00	50.00%	1,170.00
60213 · Maintenance	2,500.00	80.00	2,422.32	96.89%	77.68
60214 · Security	336.00	0.00	168.00	50.00%	168.00
<b>Total 60210 · Building Expenses</b>	<b>12,437.00</b>	<b>729.45</b>	<b>6,891.85</b>	<b>55.41%</b>	<b>5,545.15</b>
<b>60220 · Computer &amp; Equipment Maint.</b>					
60221 · Computer Systems	32,000.00	1,985.38	12,388.99	38.72%	19,611.01
60222 · Office Equipment	875.00	57.84	422.50	48.29%	452.50
<b>Total 60220 · Computer &amp; Equipment Maint.</b>	<b>32,875.00</b>	<b>2,043.22</b>	<b>12,811.49</b>	<b>38.97%</b>	<b>20,063.51</b>
60230 · Office Expense	4,725.00	413.19	3,906.90	82.69%	818.10
60240 · Postage and Delivery	21,000.00	3,430.46	10,604.35	50.50%	10,395.65
60250 · Printing	8,500.00	1,207.04	4,007.64	47.15%	4,492.36
60255 · Meetings & Conferences	100.00	50.00	50.00	50.00%	50.00
60260 · Publishing	1,500.00	0.00	712.00	47.47%	788.00
60270 · Telephone & Internet	4,250.00	316.24	1,630.08	38.36%	2,619.92
<b>60430 · Insurance</b>					
60431 · General Liability	31,403.00	2,616.92	16,146.84	51.42%	15,256.16
60432 · Property	14,391.00	1,199.24	7,506.12	52.16%	6,884.88
<b>Total 60430 · Insurance</b>	<b>45,794.00</b>	<b>3,816.16</b>	<b>23,652.96</b>	<b>51.65%</b>	<b>22,141.04</b>
<b>60500 · Water Memberships</b>					
60503 · SGA	30,926.00	0.00	30,926.00	100.00%	0.00
60504 · ACWA	11,697.00	0.00	11,140.00	95.24%	557.00
60507 · CRWA	1,507.00	0.00	1,507.00	100.00%	0.00
<b>Total 60500 · Water Memberships</b>	<b>44,130.00</b>	<b>0.00</b>	<b>43,573.00</b>	<b>98.74%</b>	<b>557.00</b>
60550 · Permits & Fees	55,000.00	39,174.02	44,144.54	80.26%	10,855.46
60555 · Subscriptions & Licensing	2,120.00	103.00	756.00	35.66%	1,364.00
60560 · Elections	0.00	0.00	0.00	0.00%	0.00
60565 · Uncollectible Accounts	3,000.00	0.00	0.00	0.00%	3,000.00
60570 · Other Operating Expenses	500.00	0.00	0.00	0.00%	500.00
<b>Total 60200 · Administration</b>	<b>251,681.00</b>	<b>52,454.88</b>	<b>157,453.83</b>	<b>62.56%</b>	<b>94,227.17</b>

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
December 2023**



	<u>Annual Budget</u>	<u>Dec 23</u>	<u>YTD Jul 23-Dec 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>64000 · Conservation</b>					
64001 · Community Outreach	500.00	0.00	333.84	66.77%	166.16
<b>Total 64000 · Conservation</b>	<u>500.00</u>	<u>0.00</u>	<u>333.84</u>	<u>0.67</u>	<u>166.16</u>
<b>65000 · Field Operations</b>					
<b>65100 · Other Field Operations</b>					
65110 · Back Flow Testing	3,000.00	0.00	464.58	15.49%	2,535.42
65120 · Construction Equip Maintenance	9,000.00	10.08	8,984.80	99.83%	15.20
65130 · Field Communication	3,400.00	220.81	1,499.00	44.09%	1,901.00
65140 · Field IT	35,000.00	2,197.00	14,283.47	40.81%	20,716.53
65150 · Laboratory Services	24,000.00	560.00	9,014.00	37.56%	14,986.00
65160 · Safety Equipment	6,000.00	0.00	0.00	0.00%	6,000.00
65170 · Shop Supplies	7,000.00	137.84	4,592.04	65.60%	2,407.96
<b>Total 65100 · Other Field Operations</b>	<u>87,400.00</u>	<u>3,125.73</u>	<u>38,837.89</u>	<u>44.44%</u>	<u>48,562.11</u>
65200 · Treatment	35,000.00	3,517.70	17,849.90	51.00%	17,150.10
<b>65300 · Pumping</b>					
65310 · Maintenance	25,000.00	0.00	7,169.50	28.68%	17,830.50
65320 · Electricity & Fuel	260,000.00	14,360.78	134,885.79	51.88%	125,114.21
<b>Total 65300 · Pumping</b>	<u>285,000.00</u>	<u>14,360.78</u>	<u>142,055.29</u>	<u>49.84%</u>	<u>142,944.71</u>
<b>65400 · Transmission &amp; Distribution</b>					
65410 · Distribution Supplies	50,000.00	5,190.91	29,881.57	59.76%	20,118.43
65430 · Tank Maintenance	6,500.00	0.00	0.00	0.00%	6,500.00
65440 · Contract Repairs	70,000.00	2,000.00	41,308.81	59.01%	28,691.19
65450 · Valve Replacements	15,000.00	0.00	0.00	0.00%	15,000.00
65460 · Paving Repairs	30,000.00	0.00	0.00	0.00%	30,000.00
<b>Total 65400 · Transmission &amp; Distribution</b>	<u>171,500.00</u>	<u>7,190.91</u>	<u>71,190.38</u>	<u>41.51%</u>	<u>100,309.62</u>
<b>65500 · Transportation</b>					
65510 · Fuel	18,000.00	1,209.53	8,691.65	48.29%	9,308.35
65520 · Maintenance	5,000.00	34.50	2,333.28	46.67%	2,666.72
<b>Total 65500 · Transportation</b>	<u>23,000.00</u>	<u>1,244.03</u>	<u>11,024.93</u>	<u>47.93%</u>	<u>11,975.07</u>
<b>Total 65000 · Field Operations</b>	<u>601,900.00</u>	<u>29,439.15</u>	<u>280,958.39</u>	<u>46.68%</u>	<u>320,941.61</u>
<b>Total 60000 · Operating Expenses</b>	<u>2,348,212.00</u>	<u>205,286.99</u>	<u>1,091,294.68</u>	<u>46.47%</u>	<u>1,256,917.32</u>
<b>69000 · Non-Operating Expenses</b>					
<b>69010 · Debt Service</b>					
<b>69100 · Revenue Bond</b>					
69105 · Principle	156,908.00	0.00	63,908.00	40.73%	93,000.00
69110 · Interest	44,087.00	0.00	22,521.04	51.08%	21,565.96
<b>Total 69100 · Revenue Bond</b>	<u>200,995.00</u>	<u>0.00</u>	<u>86,429.04</u>	<u>43.00%</u>	<u>114,565.96</u>
<b>69125 · AMI Meter Loan</b>					
69130 · Principle	139,741.00	0.00	27,076.91	19.38%	112,664.09
69135 · Interest	3,972.00	0.00	2,180.05	54.89%	1,791.95
<b>Total 69125 · AMI Meter Loan</b>	<u>143,713.00</u>	<u>0.00</u>	<u>29,256.96</u>	<u>20.36%</u>	<u>114,456.04</u>
<b>69200 · PERS ADP Loan</b>					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,628.00	0.00	0.00	0.00%	1,628.00
<b>Total 69200 · PERS ADP Loan</b>	<u>31,628.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>31,628.00</u>
<b>Total 69010 · Debt Service</b>	<u>376,336.00</u>	<u>0.00</u>	<u>115,686.00</u>	<u>30.74%</u>	<u>260,650.00</u>
69400 · Other Non-Operating Expense	2,300.00	0.00	1,430.00	62.17%	870.00
<b>Total 69000 · Non-Operating Expenses</b>	<u>378,636.00</u>	<u>0.00</u>	<u>117,116.00</u>	<u>30.93%</u>	<u>261,520.00</u>
<b>Total Expense</b>	<u>2,726,848.00</u>	<u>205,286.99</u>	<u>1,208,410.68</u>	<u>44.32%</u>	<u>1,518,437.32</u>
<b>Net Ordinary Income</b>	<u>537,787.00</u>	<u>-33,589.35</u>	<u>410,761.61</u>		
<b>Net Income</b>	<u>537,787.00</u>	<u>-33,589.35</u>	<u>410,761.61</u>		

**Rio Linda Elverta Community Water District**  
**CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2023-24**  
 As of December 31, 2023

	GENERAL		VEHICLE & LARGE EQUIPMENT REPLACEMENT		FUTURE CAPITAL IMPROVEMENT PROJECTS		HEXAVALENT CHROMIUM MITIGATION	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
<b>FUNDING SOURCES</b>								
Fund Transfers								
Operating Fund Transfers In	611,800.00	305,904.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(362,645.00)	-	10,000.00	-	352,645.00	-	-	-
PERS ADP Loan Payment								
Principle					30,000.00	-	-	-
Interest					1,628.00	-	-	-
Investment Revenue	85.00	54.10	-	-	175.00	72.87	-	-
<b>PROJECTS</b>								
<b>A · WATER SUPPLY</b>	-							
A-1 · Miscellaneous Pump Replacements	40,000.00	-						
<b>Total A · WATER SUPPLY</b>	<b>40,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>B · WATER DISTRIBUTION</b>								
B-1 · Service Replacements	30,000.00	-	-	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	6,560.00	-	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	-	-	366,000.00	358,947.25	-	-
B-5 · Cathodic Protection Replacement - L Street Tower	45,000.00							
B-6 · Raising/Lowering Valve Covers	40,000.00							
B-7 · Well 15 Cr6 Treatment-Design	-	-	-	-	-	-	75,000.00	-
<b>Total B · WATER DISTRIBUTION</b>	<b>240,000.00</b>	<b>6,560.00</b>	<b>-</b>	<b>-</b>	<b>366,000.00</b>	<b>358,947.25</b>	<b>75,000.00</b>	<b>-</b>
<b>M · GENERAL PLANT ASSETS</b>								
M-1 · Server Replacement	22,920.00	-	-	-	-	-	-	-
<b>Total M · GENERAL PLANT ASSETS</b>	<b>22,920.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>302,920.00</b>	<b>6,560.00</b>	<b>-</b>	<b>-</b>	<b>366,000.00</b>	<b>358,947.25</b>	<b>75,000.00</b>	<b>-</b>



**Rio Linda Elverta Community Water District  
Capacity Revenue Profit & Loss Budget Performance  
October-December 2023**

10

	<u>Annual Budget</u>	<u>Oct-Dec 23 Current QTR</u>	<u>Jul 23-Dec 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	10,000.00	7,390.52	13,775.14	137.75%	-3,775.14
	<u>10,000.00</u>	<u>7,390.52</u>	<u>13,775.14</u>	<u>137.75%</u>	<u>-3,775.14</u>
<b>44100 · Capacity Fee Revenue</b>	200,000.00	209,843.14	219,937.59	109.97%	-19,937.59
<b>Total Income</b>	<u>210,000.00</u>	<u>217,233.66</u>	<u>233,712.73</u>	<u>111.29%</u>	<u>-23,712.73</u>
<b>Gross Income</b>	<u>210,000.00</u>	<u>217,233.66</u>	<u>233,712.73</u>	111.29%	-23,712.73
<b>Net Income</b>	<u>210,000.00</u>	<u>217,233.66</u>	<u>233,712.73</u>		

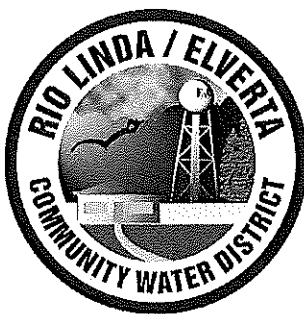
**Rio Linda Elverta Community Water District  
Surcharge 1 Profit & Loss Budget Performance  
October - December 2023**

	<u>Annual Budget</u>	<u>Oct-Dec 23 Current QTR</u>	<u>Jul 23-Dec 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
41111 · Dividend Revenue	0.00	216.94	907.42	100.0%	-907.42
41112 · Interest Revenue	1,000.00	8,480.14	15,266.39	1,526.64%	-14,266.39
41113 · Market Value Adjustment	0.00	23,861.28	24,523.83	100.0%	-24,523.83
	<u>1,000.00</u>	<u>32,558.36</u>	<u>40,697.64</u>	<u>4,069.76%</u>	<u>-39,697.64</u>
43010 · Surcharge 1 Revenue	532,380.00	88,416.48	204,715.81	38.45%	327,664.19
<b>Total Income</b>	<u>533,380.00</u>	<u>120,974.84</u>	<u>245,413.45</u>	<u>46.01%</u>	<u>287,966.55</u>
<b>Gross Income</b>	533,380.00	120,974.84	245,413.45	46.01%	287,966.55
<b>Expense</b>					
<b>69150 · Surcharge 1 Loan</b>					
69155 · Principle	389,231.00	0.00	0.00	0.0%	389,231.00
69160 · Interest	72,124.00	0.00	0.00	0.0%	72,124.00
69170 · Admin Fees	2,300.00	508.72	1,013.46	44.06%	1,286.54
<b>Total 69150 · Surcharge 1 Loan</b>	<u>463,655.00</u>	<u>508.72</u>	<u>1,013.46</u>	<u>0.22%</u>	<u>462,641.54</u>
<b>Total Expense</b>	<u>463,655.00</u>	<u>508.72</u>	<u>1,013.46</u>		
<b>Net Income</b>	<u>69,725.00</u>	<u>120,466.12</u>	<u>244,399.99</u>		

**Rio Linda Elverta Community Water District  
Surcharge 2 Profit & Loss Budget Performance  
October - December 2023**



	<u>Annual Budget</u>	<u>Oct-Dec 23 Current QTR</u>	<u>Jul 23-Dec 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	100.00	22.77	47.50	47.5%	52.50
	<u>100.00</u>	<u>22.77</u>	<u>47.50</u>	<u>47.5%</u>	<u>52.50</u>
43050 · Surcharge 2 Revenue	442,716.00	73,524.93	170,237.03	38.45%	272,478.97
<b>Total Income</b>	<u>442,816.00</u>	<u>73,547.70</u>	<u>170,284.53</u>	<u>38.46%</u>	<u>272,531.47</u>
<b>Gross Income</b>	442,816.00	73,547.70	170,284.53	38.46%	272,531.47
<b>Expense</b>					
69175 · Surcharge 2 Loan					
69180 · Principle	240,000.00	0.00	120,000.00	50.0%	120,000.00
69185 · Interest	74,293.00	0.00	38,130.67	51.33%	36,162.33
<b>Total 69175 · Surcharge 2 Loan</b>	<u>314,293.00</u>	<u>0.00</u>	<u>158,130.67</u>	<u>50.31%</u>	<u>156,162.33</u>
<b>Total Expense</b>	<u>314,293.00</u>	<u>0.00</u>	<u>158,130.67</u>		
<b>Net Income</b>	<u>128,523.00</u>	<u>73,547.70</u>	<u>12,153.86</u>		



**Items for Discussion and Action  
Agenda Item: 4.1**

**Date:** February 26, 2024  
**Subject:** General Manager’s Report  
**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A this item is not reviewed by committee.

**Current Background and Justification:**

The General Manager will provide a written report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

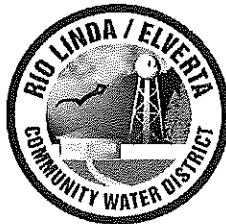
**Conclusion:**

No Board action is anticipated for this item.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Date:** February 26, 2024

**Subject:** General Manager Report

**Staff Contact:** Timothy R. Shaw, General Manager

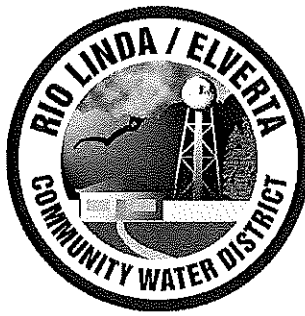
For the given month, I participated in the following reoccurring meetings and special events. Responding to specialty legal counsel on discovery items demanded additional resources for this reporting period.

1. On January 23<sup>rd</sup> (morning), staff and I wired funds for the early loan payoff.
2. On January 23<sup>rd</sup>, I met with Fieldman Rolapp, who was in Sacramento to meet with the city of Sacramento.
3. On January 24<sup>th</sup>, I participated in the ACWA Groundwater Quality Committee.
4. On January 25<sup>th</sup>, I participated in state training on complying with new reporting mandates.
5. On February 1<sup>st</sup>, I met with Hydropro Solutions to review metering accessories.
6. On February 7<sup>th</sup>, I participated in a 2-hour meeting of the Water Forum. There was a pitch, via formal letter and in-person presentation requesting that a member of the Environmental Council of Sacramento be added to the Sacramento Groundwater Authority Board of Directors.
7. On February 8<sup>th</sup>, I coordinated with specialty legal counsel to execute submittals to the United States legal counsel.
8. On February 13<sup>th</sup> and 14<sup>th</sup>, I met with specialty legal counsel, content privileged.
9. On February 20<sup>th</sup>, I met with Swan Analytical to review monitoring and analysis equipment.
10. On February 20<sup>th</sup> (afternoon), I participated in the ACWA Groundwater Quality Committee with a presentation on micro-plastics.

Throughout the reporting period, additional demands for resources were incurred from:

- Corresponding with specialty legal counsel.
- A personnel matter (non-disciplinary).

Inflation leveled off at about 3.1%, which is slightly higher than governmental projections.



**Items for Discussion and Action  
Agenda Item: 4.2**

**Date:** February 26, 2024  
**Subject:** Public Works Projects Report  
**Contact:** Mike Vasquez

**Recommended Committee Action:**

N/A this item is not reviewed by committee.

**Current Background and Justification:**

Contract District Engineer, Mike Vasquez will provide a report of District activities over the period since the last regular Board meeting. The Board may ask for clarifications and may also provide direction in consideration of the reported activities.

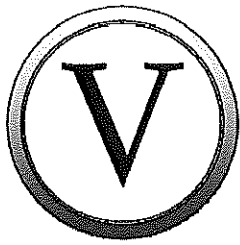
**Conclusion:**

No Board action is anticipated for this item.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**VASQUEZ ENGINEERING**  
PO BOX 1808  
ROCKLIN, CA 95677  
PHONE: 530-682-9597  
gmvasquez@vasquez-engineering.com

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21 February 2024

**DISTRICT ENGINEER'S REPORT**

**To:** Tim Shaw, General Manager, Rio Linda / Elverta Community Water District  
**From:** Mike Vasquez, PE, PLS, Principal (VE), Contract District Engineer (RL/ECWD)  
**Subject:** District Engineer's Report for the 26 February 2024 Board of Directors Meeting

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 18 January 2024 to 21 February 2024:

**1. General District Engineering:**

- a. **2024 Sacramento County Paving Project:** Staff anticipates lowering and raising of water valve frames and covers on Elkhorn Boulevard between 6th Street and Dry Creek Road as part of a Sacramento County paving project to take place April through October 2024. The current Fiscal Year budget includes \$40,000 of funding for this work.
- b. **Well 15 Hexavalent Chromium Treatment Project:** At the direction of the Board of Directors at the 01/22/2024 Board Meeting, staff requested and reviewed a Statement of Qualifications from a consultant to provide treatment alternatives and treatment design for hexavalent chromium at the Well 15 site. This item will be further discussed under a separate agenda item at the 2/26/2024 Board Meeting.
- c. **2023/2024 FY Dry Creek Road Pipeline Replacement Project:** Staff continues to be in communication with the construction contractor to verify the availability of pipeline materials for the project anticipated to commence in August 2024. Currently, pipeline materials are not impacted by supply chain issues. As previously stated to the Board, the next pipeline project will install approximately 500 feet of 8-inch diameter ductile iron water main and appurtenances on Dry Creek Road to the Q Street intersection.
- d. **Ground Level L Street Reservoir Cathodic Protection:** Staff prepared a Professional Services Agreement with Two Brothers Cathodic Service, Inc. to perform cathodic protection maintenance services for the ground level L Street reservoir. This item will be further discussed under a separate agenda item at the 2/26/2024 Board Meeting.
- e. **Elevated L Street Tank Cathodic Protection:** Staff continues to work with Two Brothers Cathodic Service, Inc. to establish the work scope and budget for replacement of the cathodic protection system for the elevated tank.

Please contact me at (530) 682-9597, or email at [gmvasquez@vasquez-engineering.com](mailto:gmvasquez@vasquez-engineering.com) with any questions or require additional information.

Respectfully,

Mike Vasquez, PE, PLS, Principal (VE), Contract District Engineer (RL/ECWD)

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**Items for Discussion and Action  
Agenda Item: 4.3**

**Date:** February 26, 2024

**Subject:** Cathodic Protection Maintenance on L St. Reservoir

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee discussed this issue in conjunction with the Engineer’s Update at the February 14<sup>th</sup> meeting. The Committee directed staff to draft a small-scope professional services agreement (PSA) for Board consideration at the February 26<sup>th</sup> Board meeting. The Committee recommends Board approval.

**Current Background and Justification:**

District policy stipulates that services totaling less than \$25,000 do not require competitive selection. The estimated charge for cathodic protection system maintenance of the L St Reservoir is less than \$4,000.

Even though competitive selection is not required, a Board approved Professional Services Agreement (PSA) is required. The Board has previously adopted a standard form, small-scope PSA reviewed by Legal Counsel. The standard form PSA is formatted to fill in the blanks with the particulars of the services to be provided.

The current budget includes funding for cathodic protection maintenance.

**Conclusion:**

Sample Motion - Move to approve the Professional Services Agreement for cathodic protection maintenance of the L St Reservoir.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT****PROJECT: Cathodic Protection Maintenance on the L Street Ground Level Reservoir****PROJECT NO. 2024-01****PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into this 26<sup>th</sup> day of February 2024, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California ("District") and Two Brothers Cathodic Services, Inc., ("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 Cathodic Protection Maintenance services.

**B.** In the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of Contractor to perform Cathodic Protection Maintenance services.

**C.** Contractor has been selected as sufficiently qualified to provide Cathodic Protection Maintenance services to the District.

**D.** Specific services to be provided are described in Exhibit 1. All compensation shall be based on the terms provided in this Agreement.

**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 terminate one year after the Effective Date ("Term"), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement by mutual consideration via addendum.

**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 1, services performed by the Contractor which are

beyond the scope of Exhibit 1 shall not receive additional compensation for the performance 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 merit 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 (or as described in Exhibit 1) and shall conform to normal and customary standards for services provided. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 6. Payment.** District shall pay Contractor for all Services described in Exhibit 1 and which are to be performed by Contractor.

District shall pay Contractor within thirty (30) days of Project completion, acceptance of the Services by District, and/or receipt of Contractor's invoice for the Services. All payments will be made in accordance with this Agreement.

**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 provided in Exhibit 1 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.

(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 consulting 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 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 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 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’s 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 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 Contractor or 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 One Million Dollars (\$1,000,000.00) 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 this Project or the general aggregate shall be no less than One Million Dollars (\$1,000,000.00).

(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 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: General Manager  
Tel: (916) 991-1000

With courtesy copy to: White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California, 95814  
Attention: Barbara A. Brenner, Esq.  
Tel: (916) 468-0950

If to Contractor: Two Brothers Cathodic Services, Inc.  
5361 Hilltop Road  
Garden Valley, CA 95633  
Attention: Darren Hernandez  
Tel: (707) 695-6074  
Email: [dhtwobrothers@gmail.com](mailto:dhtwobrothers@gmail.com)

**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>
<b>Exhibit 1:</b>	<b>Services and Charges.</b>

**Section 18. General Provisions.**

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

(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.

(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.

[SIGNATURES ON FOLLOWING PAGE.]

**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: \_\_\_\_\_

**CONTRACTOR:**

Two Brothers Cathodic Services, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 1: SERVICES and CHARGES**

**Work Scope:** The Contractor shall provide all labor, equipment, and materials required to complete the maintenance of the Cathodic Protection System for the Ground Level L Street Reservoir including, but not limited to, removal, cleaning, and replacement of each magnesium anode, and appurtenances pursuant to the activity provided by the Contactor shown below. All work shall be performed pursuant to and shall conform to the latest edition of the Rio Linda / Elverta Community Water District Standard Construction Specifications and to the latest edition of the County of Sacramento Standard Construction Specifications and all of its drawings. All work shall conform to the applicable local, state, and federal codes and specifications including OSHA. The Contractor shall be responsible for job safety and traffic control at all times.

**Schedule:** The District and Contractor shall set forth a mutually agreeable schedule upon execution of this Agreement. For the purposes of this Agreement, the Contractor shall complete all work within 60 calendar days after the Effective Date.

**Budget:** The total budget for performing the Work Scope is a not to exceed total of \$3,750.00 pursuant to the estimate provided by the Contactor shown below. The budget shall not be exceeded without written consent from the District.

Two Brothers Cathodic Services, Inc.  
 5361 Hilltop Rd.  
 Garden Valley, CA 95633 US  
 +1 7076956074  
 dhtwobrothers@gmail.com

**Estimate**

ADDRESS
Pat Goyet Rio Linda Water Dist. 730 L. Street PO Box 400 Rio Linda, CA 95673-3433

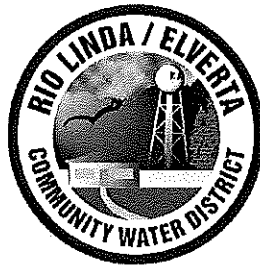
SHIP TO
Pat Goyet Rio Linda Water Dist. 730 L. Street PO Box 400 Rio Linda, CA 95673-3433

ESTIMATE #	DATE
1014	01/21/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mag Anode cleaning	Remove, Clean, Replace each Magnesium Anode	15	250.00	3,750.00
					0.00

Payable By Check Mailed to:  
 Two Brothers Cathodic Services  
 310 N. Jefferson St.  
 Cloverdale, Ca 95425

<b>SUBTOTAL</b>	3,750.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$3,750.00</b>



## Items for Discussion and Action Agenda Item: 4.4

**Date:** February 26, 2024

**Subject:** Engagement of Design Engineer for Hexavalent Chromium Treatment

**Staff Contact:** Timothy R. Shaw, General Manager

### **Recommended Committee Action:**

The Executive Committee continued discussion of the method of engagement for design of the Hexavalent Chromium treatment system. The Committee forwarded the item onto the February 26th Board agenda with the Committee's recommendation that the Board find that Special Circumstances of policy 3.08.600 applies.

### **Current Background and Justification:**

Board direction to staff at the January 22<sup>nd</sup> meeting included a review of the qualifications of Provost and Pritchard, then bring the item back for Board consideration. The Provost and Pritchard Statement of Qualifications is a document associated with this item.

The California Public Contracts Code and generally accepted protocols for public agency contracting stipulate that Requests for Proposals for certain professional services be evaluated primarily on the basis of qualifications, i.e. the price is to be evaluated separately and only after the qualifications have been evaluated.

District Policy 3.08.600, section 5 describes "Special Circumstances" under which the Board may waive the competitive bidding requirements. One of the Special Circumstances stipulated is when the District reasonably believes that there is an "absence of any fiscal or competitive advantage" in conducting an RFP process.

The Executive Committee recommends that the Board find the Special Circumstances of District policy 3.08.600 applies to the engagement of an engineering firm for design of Hexavalent Chromium treatment facilities.

District policy 3.08.600 and California Public Contracts Code, section 10344 are documents associated with this item.

### **Conclusion:**

Sample Motion - Move to find that the Special Circumstances section of policy 3.08.600 applies to the engagement of an engineering firm to design the Hexavalent Chromium treatment facilities.

Alternative Motion – Move to direct staff to draft a Request for Proposals for design of Hexavalent Chromium treatment facilities to be considered by the Board at a future Board meeting.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
**(A) Yea (N) Nay (Ab) Abstain (Abs) Absent**

# PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700  
www.provostandpritchard.com

Agenda Item 4.4  
23

February 2, 2024

Tim Shaw, General Manager  
Rio Linda Elverta Community Water District  
730 L Street  
Rio Linda, CA 95673

**Subject: Statement of Qualifications  
Engineering Services for Well 15 Hexavalent Chromium Treatment, Rio Linda, California**

Dear Mr. Shaw:

Thank you for considering Provost & Pritchard's December 20, 2023 proposal to provide engineering services for the subject project. As requested, following is a brief summary of Provost & Pritchard's qualifications to perform the work.

As will be described below, Provost & Pritchard has extensive project experience related to wellhead treatment, the design of treatment plants using pressure vessel contactors almost identical to what is proposed for Well 15, and the mitigation of hexavalent chromium more specifically. As the proposed Project Manager for this project, it should be noted that I was actively involved in all of the following projects as the Principal-in-Charge, Project Manager, and/or Project Engineer.

## HEXAVALENT CHROMIUM EXPERIENCE

### City of Los Banos

Provost & Pritchard has been actively working on mitigation of hexavalent chromium contaminated drinking water since California first proposed a MCL for the contaminant in 2013. A significant amount of that experience relates to work we have completed for the City of Los Banos. Los Banos' entire water supply comes from 13 wells, all of which produce water that contains hexavalent chromium at two to four times the previous and currently proposed MCL of 10 ppb. Unfortunately, the water at Los Banos is very high in mineral content, including sulfate, which makes it much more challenging to treat than the water produced by Well 15. Over the past 10 years, we have worked with the City to complete:

- A study evaluating the likely source of the hexavalent chromium contamination.
- A study evaluating whether the hexavalent chromium can be avoided by constructing replacement wells.
- A strong base anion exchange (SBA) treatment pilot study at three wells.
- Three pilot studies evaluating the use of on-site generation of stannous reagent for use in reduction-coagulation-filtration (RCF) treatment.
- A one-year long pilot study of a novel single-use zero valent iron adsorptive media.
- Assistance with providing City comments on the proposed regulation language and with public relations.

### City of Kerman

As a subconsultant to the firm Yamabe & Horn, Provost & Pritchard worked with the City of Kerman to evaluate alternatives to mitigate hexavalent chromium contamination at all six of its water supply wells.

Services included assistance in preparing a Corrective Action Plan in response to a State Water Resources Control Board Compliance Order and overseeing pilot testing of a SBA treatment process at one of the city's wells.

#### Confidential Client

We have been assisting a client in Ventura County with mitigation of a wellfield contaminated with hexavalent chromium, 1,2,3-trichloropropane, per- and polyfluoroalkyl substances (PFAS), nitrate, hardness, and total dissolved solids. Our work on this project has included:

- Preparation of a Treatment Feasibility Study.
- Overseeing a GAC pilot study assessing the treatment of PFAS and TCP.
- A study looking at the use of reverse osmosis treatment for the removal of hexavalent chromium and other inorganic contaminants.
- Design of a 4.5 MGD GAC treatment plant.

#### Loves Travel Stops and Country Stores (Loves)

We have been assisting Loves with development of a new water supply involving a well contaminated with both hexavalent chromium and arsenic. Our services included oversight of a pilot study to evaluate the simultaneous removal of hexavalent chromium and arsenic using iron assisted coagulation filtration. Both ferrous sulfate and ferric chloride coagulants were included in the study. We are currently designing a hexavalent chromium and arsenic removal treatment plant based on the study results.

## **PRESSURE VESSEL CONTACTOR AND ION EXCHANGE EXPERIENCE**

Given the excellent, low mineral content water at Well 15, it is anticipated that the treatment plant will consist of single-use (i.e. non-regenerable) ion exchange resin in pressure vessel contactors. **Provost & Pritchard has perhaps more recent experience designing treatment plants utilizing pressure vessel contactors than any firm in the nation.** Over the past six years, we have designed such treatment plants for more than 50 wells contaminated with arsenic, TCP, PFAS, DBCP, and TCE. We are currently designing a single-use anion exchange treatment system for perchlorate removal at the City of Lindsay. While serving as an Expert Witness, I have also evaluated single-use ion exchange resin treatment for PFAS at water systems located in South Dakota, Massachusetts, and Florida. Provost & Pritchard recently completed design of a regenerable ion exchange treatment plant for the City of Ceres and is currently designing another regenerable ion exchange treatment plant for the City of Lindsay.

## **REFERENCES**

Understandably, most of our clients with hexavalent chromium issues have placed work on hold over the past 5 years pending more certainty regarding regulatory limits. During the period between the original hexavalent chromium MCL being rescinded in 2017 and now, there has been significant turnover at these agencies. The best contact at the City of Los Banos is the interim Public Works Director, who was not at the City when our hexavalent chromium work was being completed. Similarly, Mr. Ken Moore, the Public Works Director at the City of Kerman at the time we were completing our hexavalent chromium work, has retired. Current staff at both agencies will have limited knowledge of the prior hexavalent chromium related projects.

Provost & Pritchard is committed to performing quality work with a high level of responsiveness for all of our clients. We have listed several references for water treatment related work below followed by a more

complete listing of clients we have performed water treatment work for in the past 10 years. We would be happy to assist you with contacting any of our clients if requested.

Client	Projects	Reference Name	Contact Information
City of Los Banos	Ongoing hexavalent chromium related services. Non-treatment and treatment feasibility studies, treatment process pilot studies	Mr. Jose Lemus, Interim Public Works Director/ City Engineer	<a href="mailto:Jose.lemus@losbanos.org">Jose.lemus@losbanos.org</a> (209) 827-7056
City of Lindsay	Well 11 perchlorate and nitrate treatment design, disinfection byproduct mitigation study, corrosion control study	Ms. Neyba Amezcua, Director of City Services and Planning	<a href="mailto:namezcua@lindsay.ca.us">namezcua@lindsay.ca.us</a> (559) 562-7102
WM Lyles Construction	Design-build partner for City of Bakersfield and City of Atwater multi-well wellhead treatment projects	Mr. Kevin Shigematsu, Senior Vice President	<a href="mailto:kshigematsu@wmlylesco.com">kshigematsu@wmlylesco.com</a> (661) 387-1600
City of Delano	Centralized GAC treatment design and Well 42 Equipping and Arsenic Treatment design	Mr. Pedro Nunez, Associate Engineer/Public Works Inspector	<a href="mailto:PNunez@CityofDelano.org">PNunez@CityofDelano.org</a> (661) 720-2256
Camrosa Water District	Centralized TCP and PFAS treatment project	Terry Curson, District Engineer	<a href="mailto:terryc@camrosa.com">terryc@camrosa.com</a> (805) 482-8063

Additional Provost & Pritchard water treatment clients:

- Armona CSD
- Arvin-Edison Water Storage District
- Bakman Water Company
- Bear Valley CSD
- Belmont Water Corporation
- Bolthouse Farms
- Brock Mutual Water Company
- California State University Fresno
- Caruthers CSD
- City of Atwater
- City of Bakersfield
- City of Ceres
- City of Clovis
- City of Delano
- City of Dinuba
- City of Fowler
- City of Fresno
- City of Hughson
- City of Kerman
- City of Kingsburg
- City of Manteca
- City of Modesto
- City of Parlier
- City of Tulare
- City of Turlock
- City of Wasco
- County of Fresno
- County of Kern
- County of Madera
- County of Mariposa
- County of Stanislaus
- Del Oro Water System
- Del Rey Community Services District
- Golden State Water Company
- Grimmway Farms
- Lamont Public Utilities District
- Mettler County Service District
- Pixley Community Services District
- Prather Water District
- Riverdale PUD
- Root Creek Water District
- Rosedale-Rio Bravo Water Storage District
- Shaver Lake Point 2 MWC
- Superior MWC
- Teviston CSD
- Thermalito Water and Sewer District

- Tranquility ID
- Western Acres MWC
- Zonneveld dairy

Please feel free to contact me directly should you have any questions about this statement of qualifications, the projects referenced above, or if you would like us to provide contact information for any additional clients.

Regards,



Kevin Berryhill, PE  
Project Manager

- F. The specific method and techniques to be employed by the consultant on the project or problem.
- G. Ability of the consultant to provide appropriate insurance in adequate amounts, including errors and omissions if applicable.
- H. Responsiveness to the RFP/RFQ.

The report to the Board shall summarize the basis for staff's consultant selection recommendation and the ranking of the consultants based upon these criteria.

### 3. Renewal of Contracts for Professional Services

The District may, after following required consultant selection procedures, enter into Professional Services agreements which contain provisions authorizing their extension or renewal. Recommendations to extend or renew an existing a Professional Services agreement should include a written evaluation of the work performed by the consultant as well as a determination that the rationale for providing for the renewal option in the existing contract remains valid and that the fees being charged are comparable to fees for similar services offered by other consultants at the time of renewal or extension. A contract renewal recommendation shall be entered on the contract amendment. If the total amount of the contract renewal does not exceed \$25,000, the Purchasing Agent or his/her authorized designee may execute a contract amendment to formalize the renewal. If the total amount of the original agreement and any amendments exceed \$25,000, prior Board approval must be obtained.

### 4. Conflict of Law

These procedures are not applicable where superseded by local, state or federal law, where the terms of grant funding provide for the use of other consultant selection procedures, or where the District is obligated to select consultants through the use of different procedures, such as the requirements of an insurance or self-insurance program.

### 5. Special Circumstances

These professional consultant selection procedures are not applicable when if it is appropriate and in the best interest of the District under the specific circumstances of the project at issue, to limit the number of consultants solicited. Examples of such specific circumstances may include the following: (a) the need to take immediate action on a project precludes the District's ability to follow these procedures; (b) the absence of any fiscal or competitive advantage in following these procedures; (c) only one consultant is known to be available and capable of providing needed services within the required time; (d) the services to be provided are so unique that only one known consultant is qualified and available to perform them; or (e) the terms of a legal mandate or negotiated agreement require the use of a particular consultant. The basis for such action shall be documented in writing and noted in the contract and approved by the Purchasing Agent or designee. When Board approval is required, the documented basis for such action shall be included in the report to the Board.

### 6. Prequalified Consultant File

District staff may maintain a current file of consultants in their appropriate professional services categories after the selection procedures have been followed in this policy and a determination made that a consultant is qualified and competent. District staff may maintain this "prequalified consultant" file for a period of two (2) years from determination of the qualification of such consultant. District may select a prequalified consultant from this file for services.



**PUBLIC CONTRACT CODE - PCC****DIVISION 2. GENERAL PROVISIONS [1100 - 22355]**

*( Division 2 enacted by Stats. 1981, Ch. 306. )*

**PART 2. CONTRACTING BY STATE AGENCIES [10100 - 19150]**

*( Heading of Part 2 added by Stats. 1982, Ch. 1120, Sec. 6. )*

**CHAPTER 2. State Acquisition of Goods and Services [10290 - 10490]**

*( Heading of Chapter 2 amended by Stats. 2000, Ch. 776, Sec. 4. )*

**ARTICLE 4. Contracts for Services [10335 - 10381]**

*( Heading of Article 4 amended by Stats. 2000, Ch. 759, Sec. 1. )*

**10344.**

(a) Contracts subject to the provisions of this article may be awarded under a procedure that makes use of a request for proposal. State agencies that use this procedure shall include in the request for proposal a clear, precise description of the work to be performed or services to be provided, a description of the format that proposals shall follow and the elements they shall contain, the standards the agency will use in evaluating proposals, the date on which proposals are due and the timetable the agency will follow in reviewing and evaluating them.

State agencies that use a procedure that makes use of a request for proposal shall evaluate proposals and award contracts in accordance with the provisions of subdivision (b) or (c). No proposals shall be considered that have not been received at the place, and prior to the closing time, stated in the request for proposal.

(b) State agencies that use the evaluation and selection procedure in this subdivision shall include in the request for proposal, in addition to the information required by subdivision (a), a requirement that bidders submit their proposals with the bid price and all cost information in a separate, sealed envelope.

Proposals shall be evaluated and the contract awarded in the following manner:

(1) All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the request for proposal.

(2) The sealed envelopes containing the bid price and cost information for those proposals that meet the format requirements and standards shall then be publicly opened and read.

(3) The contract shall be awarded to the lowest responsible bidder meeting the standards.

(c) State agencies that use the evaluation and selection procedure in this subdivision shall include in the request for proposal, in addition to the information required by subdivision (a), a description of the methods that will be

### Agenda Item 4.3

used in evaluating and scoring the proposals. Any evaluation and scoring method shall ensure that substantial weight in relationship to all other criteria utilized shall be given to the contract price proposed by the bidder.

Proposals shall be evaluated and the contract awarded in the following manner:

(1) All proposals shall be reviewed to determine which meet the format requirements specified in the request for proposal.

(2) All proposals meeting the formal requirements shall then be submitted to an agency evaluation committee which shall evaluate and score the proposals using the methods specified in the request for proposal. All proposals and all evaluation and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process.

(3) The contract shall be awarded to the bidder whose proposal is given the highest score by the evaluation committee.

(d) Nothing in this section shall require the awarding of the contract if no proposals are received containing bids offering a contract price that in the opinion of the state agency is a reasonable price.

(e) (1) In addition to the information required by subdivision (a), a request for proposal for a contract that involves the furnishing of equipment, materials, or supplies shall contain the following statement:

“It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.”

(2) On and after March 31, 2010, and until December 31, 2011, if a request for proposal does not contain the statement required by paragraph (1), the awarding agency shall report this error to the department within 30 days of the date the awarding agency discovers this error.

(3) The department shall post in the State Contracting Manual instructions for including the statement required by paragraph (1) in all affected contracts.

(4) The statement required by paragraph (1) shall be deemed to be part of a request for proposal even if the statement is inadvertently omitted from the request for proposal.

*(Amended by Stats. 2009, Ch. 490, Sec. 5. (AB 926) Effective January 1, 2010.)*

Topic: Sustainable Groundwater Management Act Groundwater Sustainability Plan Implementation and Round 2 Grant Award

Type: New Business

Item For: Action/Discussion

Purpose: SGA Policy 300.1

SUBMITTED BY:	Trevor Joseph, P.G., C.Hg. Manager of Technical Services	PRESENTER:	Trevor Joseph, P.G., C.Hg. Manager of Technical Services
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**EXECUTIVE SUMMARY**

This is an item for the Sacramento Groundwater Authority Board of Directors to authorize the Executive Director to enter into three separate agreements for consulting services with GEI Consultants, Woodard Curran, and West Yost to advance the work under the recently received Sustainable Groundwater Management (SGM) grant from DWR.

**STAFF RECOMMENDATION ACTION:**

A motion to waive SGA Policy 300.1 and authorize the Executive Director to enter into three separate agreements for consulting services with GEI Consultants, Woodard Curran, and West Yost.

**BACKGROUND**

These agreements will support SGA’s ability to complete the following components of the Sustainable Groundwater Management (SGM) Implementation Grant (Grant) provided to the SGA by the California Department of Water Resources (DWR). The consultants’ proposals including scope and fee are attached and the work is summarized here:

- GEI Consultants – Components 4 (Monitoring Well Installation) and 5 (Monitoring Well/Supply Well Installation) in the amount of \$963,831.
- Woodard Curran - Component 7 (CoSANA Model Updates) in the amount of \$776,000.
- West Yost - Component 3 (Water Quality Study) in the amount of \$230,800.

SGA Policy 300.1 governs Architectural and Engineering Services Selection Policy. Architectural and engineering services contracts with a maximum price of more than \$50,000 must be obtained by a competitive proposal process by issuance of a Request for Proposals or the issuance of a Request for Qualifications, as determined by the Executive Director, and a contract for such services will be

## Agenda Item 4

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subject to approval of the Board of Directors. However, the Board of Directors may waive or amend the competitive proposal process in cases where an engineering firm has satisfactorily performed the previous stage of a project, has acquired extensive background and working knowledge of the work to be performed, is a highly recognized authority in the field or area of work to be performed, or is the only known available highly recognized authority.

In this instance, SGA staff recommends waiving the competitive selection process and authorizing the Executive Director to enter into three separate agreements for consulting services with GEI Consultants, Woodard Curran, and West Yost to facilitate the timely implementation of activities to complete portions of the SGM Grant provided to the SGA by the California DWR. It should be noted that all work funded under the Grant must be completed by April 15, 2026. Given the short timeframe to complete the work and the qualifications of the consultants, staff recommends waiving the competitive bid process under Policy 300.1.

GEI Consultants has an extensive background and working knowledge of many components of the Grant and SGA's role in SGM Act implementation as GEI Consultants aided SGA in preparing the monitoring program and hydrogeological information in the successful Northern American Subbasin (NASb) Groundwater Sustainability Plan (GSP). For this reason, GEI Consultants has acquired extensive background and working knowledge of the work to be performed.

Similarly, Woodard Curran has an extensive background and working knowledge of many components of the Grant and SGA's role in SGM Act implementation as Woodard Curran aided SGA in preparing the water budget and water modeling elements of the successful NASb GSP.

Finally, West Yost has an extensive background and working knowledge of many components of Sacramento Suburban Water District's (SSWD) production well network, groundwater quality conditions, and hydrogeological information. The Water Quality Study within the Grant is focused in the SSWD area of the NASb and therefore West Yost's experience and knowledge will directly benefit the area of work to be performed.

### FINDING/CONCLUSION

Due to the unique qualifications of each of these firms based on the specific areas of focus and need for multiple components of the Grant, it would benefit SGA to forgo the competitive award process otherwise required by SGA Policy 300.1. Therefore, SGA staff recommend the SGA Board authorize the Executive Director to enter into three separate agreements for consulting services with GEI Consultants, Woodard Curran, and West Yost.

### ATTACHMENTS

Attachment 1- Proposal from GEI Consultants

Attachment 2- Proposal from Woodard Curran

Attachment 3- Proposal from West Yost



Topic: Sustainable Groundwater Management Act Groundwater Sustainability Plan Implementation and Round 2 Grant Award  
 Type: New Business  
 Item For: Action/Discussion  
 Purpose: SGA Policy 300.1

SUBMITTED BY:	Trevor Joseph, P.G., C.Hg. Manager of Technical Services	PRESENTER:	Trevor Joseph, P.G., C.Hg. Manager of Technical Services
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## Agenda Item 4

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### ATTACHMENTS

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Attachment 2- Proposal from Woodard Curran

Attachment 3- Proposal from West Yost



**Items for Discussion and Action  
Agenda Item: 4.5**

**Date:** February 26, 2024  
**Subject:** Board Members Email Policy Revision  
**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee recommends the Board authorize a revision to the District policy on Board Member email accounts.

**Current Background and Justification:**

The District has utilized Office 365 for Microsoft business applications (e.g. Outlook, Word, Excel, etc.) since 2017. Each Board Member and designated staff has an individual license for use of Office 365. The recurring charge for licenses contributes to the cost of service, e.g. paid by the ratepayers/taxpayers.

District policy 2.01.090, "Email Accounts" (included as a document associated with this item) was adopted by the Board in 2010 in response to a California Court ruling for public records on personal devices. The policy was amended in 2018 in response to a Board Member's persistent noncompliance.

The licensing of Office 365 for Board Members' use has been intended to, among other things, enable Board Member compliance with policy 2.01.090 and the associated public records compliance. Despite several attempts to resolve the noncompliance by a Board Member, nothing worked.

Therefore, it seems unreasonable to keep paying the recurring charges for an Office 365 license for noncompliant Board Member(s). The timeliness of a need for policy reconsideration / revision is imposed now due to the District current process of upgrading the Office 365 licenses.

**Conclusion:**

Sample Motion – Move to approve revisions to District policy 2.01.090.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

#### 2.01.090 Email Accounts (Current)

(Approved 12/6/2010)

In order for the public to contact the Board of Directors, each Director must establish an email account through email accounts for District business. An email account will be assigned to Board members as they take office.

(Approved by 4/16/2018 Board Minutes)

Director correspondence on matters of District business which are conducted using text messaging are to be copied (e.g. using the multiply recipients feature in text messaging) to the following District e-mail address:

PRA@RLECWD.COM. This email account will not be routinely monitored but will be reviewed by appropriate staff if the District receives a Public Records on Private Accounts request. Directors are thereby enabled to delete their text messages on their personal devices after copying the text to the email address stipulated above. The settings of this email account will be such that messages greater than one year old, will be deleted to conserve resources. Director written correspondence regarding District business on social media, e.g. Facebook Private Messaging, Twitter, Instagram etc., are prohibited due to the impracticality of compliance with Public Records on Private Accounts requests when using such correspondence methods.

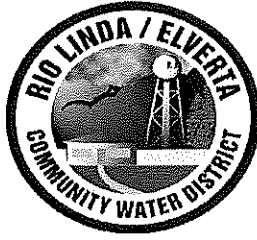
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#### 2.01.090 Email Accounts (Proposed)

In consideration of compliance with the California Public Records Act, court rulings regarding public records on personal devices, and transparency protocols inherent to good governance; Board Members are strongly encouraged to use their assigned District email account for all digital correspondence within the subject matter jurisdiction of the District.

- A. If a Board Member is consistently unable and/or unwilling to use the District email account established for them at the onset of their service to the District, the District email account for that Board Member may be deleted to avoid wasting public funds. In such circumstances, the General Manager will notify the affected Board Member after all attempts to resolve the unused District email account have been unsuccessful.
- B. Whenever the circumstances described in paragraph 'A' materialize, then all other Board Members will be notified for the purpose of avoiding compounding the issue, e.g. Board Members corresponding on District subject matter via personal account to personal account. Additionally, public members who reach out to staff for email addresses for Board Members affected by paragraph 'A' will be advised of the unavailability of such Board Member's email address and offer alternative means of communication, e.g. US Postal Service using the District's address or email to the General Manager who will print and hand deliver the public's correspondence.
- C. In consideration of the foregoing, all Board Members are discouraged from accepting District subject matter messages (emails, texts, social media messages, etc.) from other RLECWD Board Members' personal accounts which are NOT sent to the receiving Board Members' District email account.





## Items for Discussion and Action Agenda Item: 4.6

**Date:** February 26, 2024

**Subject:** Informational Item Association of California Water Agencies (ACWA) Conference in Sacramento

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

This is an informational item. No Board is neither required nor expected.

**Current Background and Justification:**

Current District policy restricts Board Member attendance of ACWA events to only events held in Sacramento. Virtually all of the ACWA committee meetings are held in Sacramento, However, ACWA only holds one of its semiannual conferences in Sacramento every few years. 2024 is one of those years. The fact that Sacramento ACWA conferences occur so rarely, it's reasonable to remind / inform Board Members of various aspects of the ACWA conferences.

The District policy restricts compensated attendance to only the Board Member who has been approved by the Board to participate. Likewise, the District only pays the registration fee for the assigned Board Member. The registration fee for an attendee is relatively high, \$800 for the full conference. As such, it's reasonable to confirm the benefit is worth the expense.

There are free portions of this multi-day conference. For example, all of the committee meetings (e.g. Groundwater Quality Committee) held at the conference are free. However, ACWA requires you to register even though you don't have to pay to attend committees.

Another exception is the District Compensation restriction above does NOT apply if the Board Member is attending one of the state mandated training sessions (anti-harassment and ethics).

In an odd practice (in my opinion), ACWA only posts the final, detailed conference agenda after the deadline for registration has lapsed. ACWA uses their final tally of registered attendees to attract speakers and sell attendance passes to vendors.

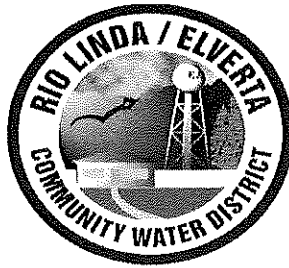
**Conclusion:**

N/A No Board Action is neither required nor anticipated.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Items for Discussion and Action  
Agenda Item: 4.7**

**Date:** February 26, 2024

**Subject:** Board Member Request for Late Compensation

**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee forwarded this item onto the February 26<sup>th</sup> Board agenda.

**Current Background and Justification:**

This item was initiated from a written request and justification from Director Cline.

The current District policy 2.20.140 revision was adopted by the Board in July 2022. The policy stipulates a 30-day time limit for Board Members’ requests for compensation. Requests for compensation submitted more than 30 days after the meeting date for which compensation is requested must be approved by the Board.

The essence of Director Cline’s written justification is technical glitches wherein Director Cline’s submittals were not received by the District. As such, there are 14 meetings attended by Director Cline for which compensation has not been paid.

**Conclusion:**

Sample Motion: Move to authorize the late compensation requested by Director Cline.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Items for Discussion and Action  
Agenda Item: 4.8**

**Date:** February 26, 2024  
**Subject:** Alternate Dates for May 2024 Board Meeting  
**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

The Executive Committee recommends the Board select May 20<sup>th</sup> as the alternate date for the May 2024 monthly Board meeting.

**Current Background and Justification:**

District policy stipulates that the monthly Board meeting occurs on the fourth Monday in each month. However, the fourth Monday in May is Memorial Day, May 27<sup>th</sup>. Therefore, it is appropriate to consider alternative dates.

Staff has reached out to the Rio Linda Elverta Parks District and received the following options for use of the Visitors / Depot Center:

- Monday May 20<sup>th</sup>
- Friday May 24<sup>th</sup>
- Wednesday May 29<sup>th</sup>
- Friday May 31<sup>st</sup>

**Conclusion:**

Sample Motion - Move to change the date of the May 2024 regular Board meeting to May 20<sup>th</sup> due to Memorial Day falling on May 27<sup>th</sup>.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Items for Discussion and Action  
Agenda Item: 4.9**

**Date:** February 26, 2024

**Subject:** Authorize any new Board Member Assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

N/A, this is a standing item on all regular meeting agendas.

**Current Background and Justification:**

District policy and various statutes stipulate Board approval of any Board Member assignments.

Generally , this is a standing item, which occurs on every regular meeting agenda.

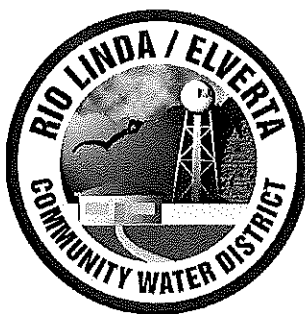
**Conclusion:**

I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

**Board Action / Motion**

Motioned by: Director \_\_\_\_\_ Seconded by Director \_\_\_\_\_

Cline \_\_\_\_\_ Gifford \_\_\_\_\_ Green \_\_\_\_\_ Garrison \_\_\_\_\_ Young \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



## **Information Items Agenda Item: 5.1**

**Date:** February 26, 2024

**Subject:** District Reports

**Staff Contact:** Timothy R. Shaw, General Manager

### **DISTRICT ACTIVITY REPORTS**

1. Operations Report
2. Completed and Pending Items Report
3. Leak Repair Report
4. Conservation Report
5. Revised FPPC Form 806
6. Revised Operating Budget (Early Payoff of AMI Meter Loan).

# RIO LINDA/ELVERTA C.W.D. 2024

## REPORT OF DISTRICT OPERATIONS

20

### SOURCE WATER DATA

#### Water Production (Million Gallons)

January	February	March	April	May	June	<b>Year To Date</b>
38.9						
38,888,906						
July	August	Sept.	Oct.	Nov.	Dec.	
						38.9
<b>Monthly Total</b>						
Gallons = Multiply M.G. by:		1,000,000	38,888,906	Gallons		38,888,906
Cubic Feet = Divide gallons by:		7.48	5,199,052	Cubic Feet		5,199,052
Hundred Cu Ft. = Divide cu. ft. by:		100	51,991	Hundred Cubic Feet		51,991
Acre Ft.= Divide gallons by:		325,829	119.35	Acre Ft.		119

### DISTRIBUTION SYSTEM DATA

#### Water Quality Complaints

#### Complaints Total - (Low Psi Complaints)

January	February	March	April	May	June	<b>Year To Date</b>
2 - (2)						
July	August	Sept.	Oct.	Nov.	Dec.	
						2

#### New Services

New Construction	14	14
Existing Homes	0	0
Paid prior to increase. (2 not installed)	0	0
Total of Service Connections to Date ----->		4685

#### Distribution System Failures/Repairs

Deterioration January 1 thru 31	3	3
Damaged January 1 thru 31	0	0

#### Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	20	20
Raw Water Bacteriological Samples (at Wells)	0	0

#### January 1, 2024 - January 31, 2024

**3 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.**

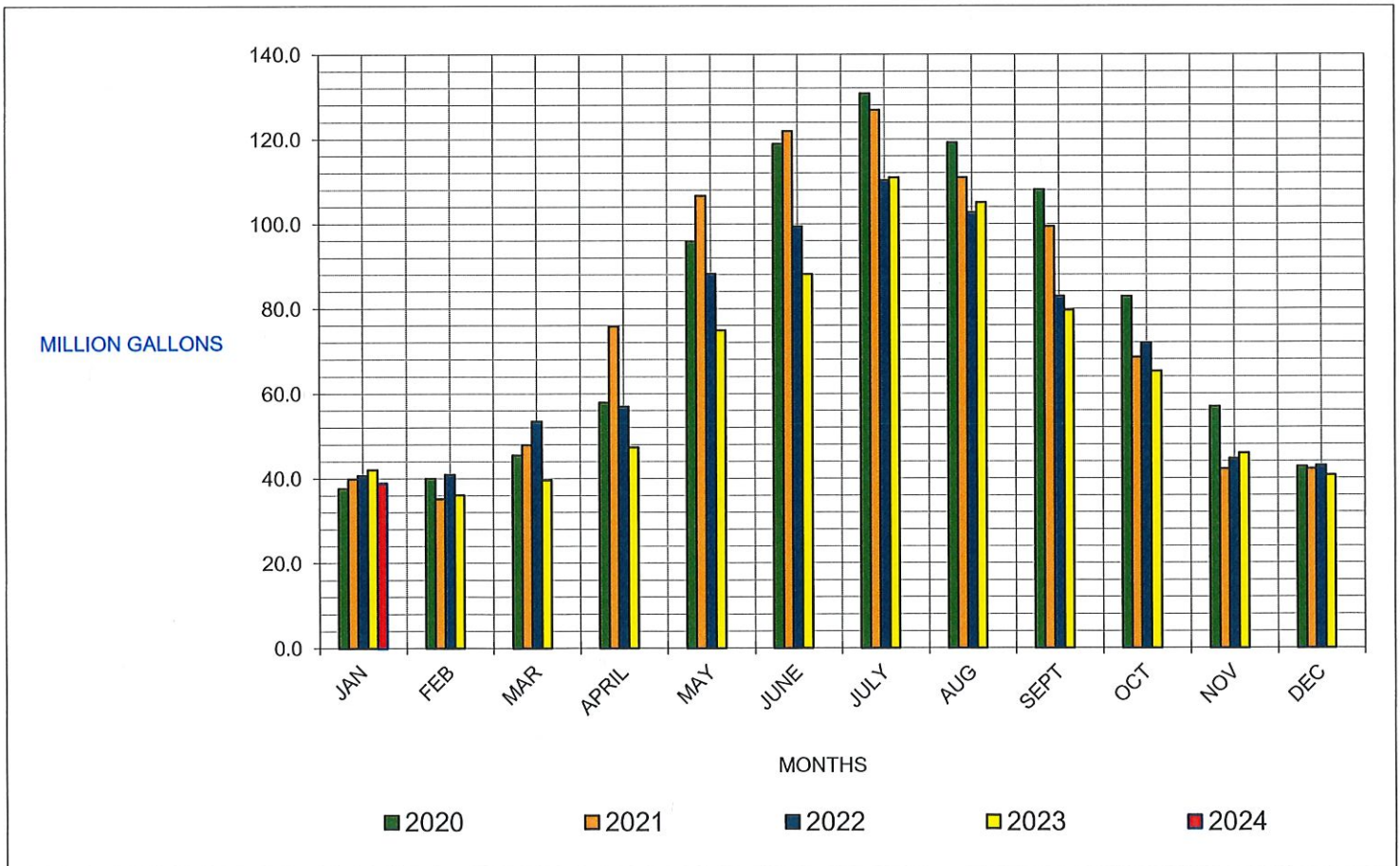
Work Orders Issued - 47	Work Orders Completed - 28	USA's Issued - 123
Change Out Meter - 21	Change Out Meter - 8	
Disconnect Service - 4	Disconnect Service - 4	
Flow Test - 4	Flow Test - 4	
Get Current Read - 1	Get Current Read - 1	
Install Innov8 Device - 1	Install New Service - 1	
Line Leak - 1	Line Leak - 1	
Other Work - 1	Possible Leak - 4	
Possible Leak - 7	Pressure Complaint - 1	
Pressure Complaint - 2	Tag Property - 1	
Raise Existing Service - 1	Turn Off Service - 1	
Tag Property - 1	Turn On Service - 2	
Turn Off Service - 1		
Turn On Service - 2		

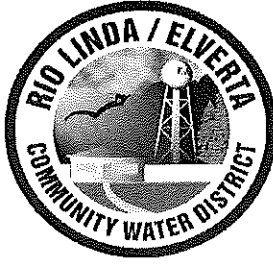
## RIO LINDA/ELVERTA C.W.D.

### WATER PRODUCTION

2020 \ 2024

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2020	2021	2022	2023	2024	Avg.	2020	2021	2022	2023	2024
JAN	37.6	39.9	40.7	42.0	38.9	39.8	0.0	0.0	0.0	0.0	0.0
FEB	40.0	35.2	40.9	36.1		38.1	0.0	0.0	0.0	0.0	
MAR	45.5	47.9	53.5	39.6		46.6	0.0	0.0	0.0	0.0	
APRIL	57.9	75.8	57.0	47.3		59.5	0.0	0.0	0.0	0.0	
MAY	95.9	106.6	88.2	74.9		91.4	0.0	0.0	0.0	0.0	
JUNE	118.9	121.9	99.4	88.1		107.1	0.0	0.0	0.0	0.0	
JULY	130.7	126.8	110.3	110.9		119.7	0.0	0.0	0.0	0.0	
AUG	119.2	110.9	102.7	105.1		109.5	0.0	0.0	0.0	0.0	
SEPT	108.1	99.4	82.9	79.6		92.5	0.0	0.0	0.0	0.0	
OCT	82.8	68.5	71.9	65.3		72.1	0.0	0.0	0.0	0.0	
NOV	56.9	42.2	44.6	45.9		47.4	0.0	0.0	0.0	0.0	
DEC	42.7	42.2	42.9	40.7		42.1	0.0	0.0	0.0	0.0	
<b>TOTAL</b>	<b>936.2</b>	<b>917.3</b>	<b>835.0</b>	<b>775.5</b>	<b>38.9</b>	<b>866.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>





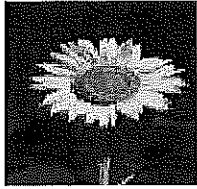
**PENDING AND COMPLETED ITEMS  
2-26-2024 BOARD OF DIRECTORS MEETING**

1. **Coordinating with cellular service lease rights holder to service the cathodic protection system on the elevated water storage tank.** – Staff have redirected it's focus on performance of cathodic protection system maintenance. One of the maintenance items is on the 2-26-2024 Board agenda – **Pending**
2. **Submittal of the Water Use Efficiency Objective AND SB-606 and AB-1668 planning for compliance** – The District submitted its preliminary Water Use Efficiency Objectives report on December 30<sup>th</sup>. The report will need to be substantively expanded when the state finalizes the standards in July 2024. - **Pending**
3. **–Hexavalent Chromium MCL** The State Water Resources Control Board (SWRCB) published their Notice of Proposed Rulemaking on June 16<sup>th</sup>. Then, the Water Board held an administrative hearing on August 2<sup>nd</sup>. The General Manager participated in the public hearing held on August 2<sup>nd</sup>, which was mostly boiler plate commentary. In late November, the state published corrections to the enforcement language in statutes regarding hexavalent chromium, which initiated another 15-day comment period. The comment period closed on December 15<sup>th</sup>. SWRCB published another revision to documents relied upon, which entails another 15 day response period to conclude on March 4<sup>th</sup>. - **Pending**
4. **District outreach to customers following implementation of a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The Customer Service / Conservation Coordinator is back from leave and has resumed her practice of outreach to customers with indications of abnormal water consumption. **Pending**
5. **Mandated Board Member Training** – Two Board Members are 397 days (as of 2-22-2024) overdue for mandatory training. **Pending**
6. **Cost of Service Reductions to Mitigate Inflation** –Staff continues to seek out inflation mitigation measures. The more recent focus on mitigation measures on costs for the network fileserver. Additionally, the District is discussing changing the cell phone service provider. -**Pending**
7. **Replacing the District's file server** – coordination with Adept solutions to undertake replacement of the District's file server and update Office 365 licenses. – **Pending**
8. **Coordinate and submit annual statements of financial interests (Form 700)** – Reminder letters and emails have been sent to all District filers. – **Pending**
9. **Election year submittals to Sacramento County Elections Office** – received the notices from Sacramento County elections. Necessary action items will appear on the March Executive Committee and Board meetings agendas. - **Pending**
10. **Early payoff of AMI metering loan** – the loan payoff amount was wired to the bank. – **Completed.**



2024 Leak - Repair Tracking

	Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days
1	24280	Service	26th Street	12/13/2023	1/29/2024	47
2	24289	Service	E Street	1/5/2024	1/5/2024	1
3	24294	Service	W E Street	1/9/2024	1/9/2024	1
4						
5						
6						
7						
8						
9						
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## Conservation Report *January 2024*



<b>Supplies (kits):</b>	Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(1) Shower Timer(10) Nozzle(0) Toilet Tabs(6) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
<b>Water Waste</b> (calls, emails, letter, leaks detected, and fixed):	3 Water Waste Call(s) 76 contacts about possible leaks using the AMI system - 4 were called, 1 was mailed, 70 was emailed, 1 tag was hung 34 were confirmed resolved
<b>Water Schedule:</b>	given to customers with all violation letters and new applications
<b>Surveys</b>	0
<b>Workshops, Webinar, Meetings:</b>	
<b>Fines:</b>	None
<b>Other Tasks:</b>	<ul style="list-style-type: none"> <li>● Assisted with new customers</li> <li>● Created/completed work orders</li> <li>● Disconnect properties with no service application</li> <li>● Notified and offered customers the ACH payment method</li> <li>● Closed accounts and final billed customers</li> <li>● Printed stamps</li> <li>● Mailed out application requests to new owners</li> <li>● Scanned and uploaded documents into UMS</li> <li>● Reached out to customers with higher than normal water usage</li> <li>● Verbal Demands</li> <li>● Created Report for High Usage Exceptions</li> <li>● Emailed Customers about declined autopayments</li> <li>● Rereads for 1/20/2024 billing cycle</li> </ul>
<b>Grant Updates:</b>	None

**Agency Report of:  
Public Official Appointments**

<b>1. Agency Name</b> Rio Linda Elverta Community Water District		<b>California Form 806</b> For Official Use Only	
Division, Department, or Region (If Applicable)  N/A			
Designated Agency Contact (Name, Title)  Timothy R. Shaw, General Manager			
Area Code/Phone Number (916) 991-1000	E-mail GM@RLECWD.COM	Page 1 of 1	Date Posted:  (Month, Day, Year)

**2. Appointments**

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Executive Committee	▶ Name <u>Gifford, Chris</u> <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ <u>01 / 23 / 2024</u> <small>Appt Date</small>  ▶ <u>11-months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Executive Committee	▶ Name <u>Cline, Anthony</u> <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ <u>01 / 01 / 2024</u> <small>Appt Date</small>  ▶ <u>12-months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Association of California Water Agencies	▶ Name <u>Cline, Anthony</u> <small>(Last, First)</small>  Alternate, if any _____ <small>(Last, First)</small>	▶ <u>01 / 01 / 2024</u> <small>Appt Date</small>  ▶ <u>12-months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Sacramento Groundwater Authority	▶ Name <u>Garrison, Mary</u> <small>(Last, First)</small>  Alternate, if any <u>Cline, Anthony</u> <small>(Last, First)</small>	▶ <u>01 / 01 / 2024</u> <small>Appt Date</small>  ▶ <u>12-months</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100</u>  ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

**3. Verification**

*I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.*

	Timothy R. Shaw	General Manager	2-7-2024
Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)

Comment: Revision performed due to changes in assignments.

Print
Clear

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

January 22, 2024

OPERATING BUDGET

2023-2024

Budget Revision January 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
<b>REVENUE</b>						
<b>40000 OPERATING REVENUE</b>						
<b>40100 Water Service Rates</b>						
	40101	Basic Service Charge	1,160,731.00	1,160,731.00	0.00	
	40102	Usage Charge	1,832,569.00	1,832,569.00	0.00	
	40105	Backflow Charge	30,500.00	30,500.00	0.00	
	40106	Fire Prevention	24,300.00	24,300.00	0.00	
		<b>Total Water Service Rates</b>	<b>3,048,100.00</b>	<b>3,048,100.00</b>	<b>0.00</b>	
<b>40200 Water Service Fees</b>						
	40201	Application Fees	6,500.00	6,500.00	0.00	
	40202	Delinquency	65,000.00	65,000.00	0.00	
	40209	Misc. Charges	7,000.00	7,000.00	0.00	
		<b>Total Water Services</b>	<b>78,500.00</b>	<b>78,500.00</b>	<b>0.00</b>	
<b>40300 Other Water Service Fees</b>						
	40301	New Construction QC	4,000.00	4,000.00	0.00	
	40302	Service Connection Fees	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	6,000.00	6,000.00	0.00	
	40305	Grant Revenue-Operating	0.00	0.00	0.00	
		<b>Total Other Water Service Fees</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	
		<b>TOTAL OPERATING REVENUE</b>	<b>3,146,600.00</b>	<b>3,146,600.00</b>	<b>0.00</b>	
<b>41000 NON-OPERATING REVENUES</b>						
	41110	Investment Revenue	35.00	35.00	0.00	
	41120	Property Taxes & Assessments	118,000.00	118,000.00	0.00	
		<b>TOTAL NON-OPERATING REVENUE</b>	<b>118,035.00</b>	<b>118,035.00</b>	<b>0.00</b>	
<b>TOTAL REVENUE</b>			<b>\$3,264,635.00</b>	<b>\$3,264,635.00</b>	<b>0.00</b>	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT**  
**OPERATING BUDGET**  
**2023-2024**  
**Budget Revision January 22, 2024**

January 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
<b>OPERATING EXPENSE</b>						
	<b>60010 PROFESSIONAL FEES</b>					
	60011	General Counsel fees-Legal	\$30,000.00	\$30,000.00	\$0.00	
	60012	Auditor Fees	21,300.00	21,300.00	0.00	
	60013	Engineering Services	115,000.00	115,000.00	0.00	
	60015	Other Professional Fees	0.00	0.00	0.00	
	<b>TOTAL PROFESSIONAL FEES</b>		<b>166,300.00</b>	<b>166,300.00</b>	<b>0.00</b>	
	<b>60100 PERSONNEL SERVICES</b>					
	60110	<b>Salaries &amp; Wages</b>				
	60111	Salary - General Manager	125,278.00	125,278.00	0.00	
	60112	Staff Regular Wages	676,585.00	676,585.00	0.00	
	60113	Contract Extra Help	0.00	0.00	0.00	
	60114	Staff Standby Pay	18,250.00	18,250.00	0.00	
	60115	Staff Overtime Pay	11,000.00	11,000.00	0.00	
	<b>Total Salaries &amp; Wages</b>		<b>831,113.00</b>	<b>831,113.00</b>	<b>0.00</b>	
	<b>60150 Employee Benefits and Expenses</b>					
	60151	PERS Retirement	126,177.00	126,177.00	0.00	
	60152	Workers Compensation	8,293.00	8,293.00	0.00	
	60153	Medical & Benefit Insurance	227,568.00	227,568.00	0.00	
	60154	Retirees Insurance	36,200.00	36,200.00	0.00	
	60155	Staff Training	5,000.00	5,000.00	0.00	
	60157	Uniforms	6,750.00	6,750.00	0.00	
	60158	Payroll Taxes	66,230.00	66,230.00	0.00	
	60159	Payroll Services	1,400.00	1,400.00	0.00	
	60160	457 Employer Contribution	19,100.00	19,100.00	0.00	
	<b>Total Employee Benefits and Expenses</b>		<b>496,718.00</b>	<b>496,718.00</b>	<b>0.00</b>	
	<b>TOTAL PERSONNEL SERVICES</b>		<b>\$1,327,831.00</b>	<b>\$1,327,831.00</b>	<b>\$0.00</b>	

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

January 22, 2024

OPERATING BUDGET

2023-2024

Budget Revision January 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
	<b>60200 ADMINISTRATION</b>					
	60205	Bank and Merchant Fees	\$1,850.00	\$1,850.00	\$0.00	
	60207	Board Member/Meeting Expense	13,900.00	13,900.00	0.00	
	60210	<b>Building Expenses</b>				
	60211	Office Utilities	7,261.00	7,261.00	0.00	
	60212	Janitorial	2,340.00	2,340.00	0.00	
	60213	Maintenance	2,500.00	2,500.00	0.00	
	60214	Security	336.00	336.00	0.00	
		<b>Total Building Expenses</b>	<b>12,437.00</b>	<b>12,437.00</b>	<b>0.00</b>	
	60220	<b>Computer &amp; Equipment Maint.</b>				
	60221	Computer Systems	32,000.00	32,000.00	0.00	
	60222	Office Equipment	875.00	875.00	0.00	
		<b>Total Computer &amp; Equipment Maint.</b>	<b>32,875.00</b>	<b>32,875.00</b>	<b>0.00</b>	
	60230	Office Expense	4,725.00	4,725.00	0.00	
	60240	Postage and Delivery	21,000.00	21,000.00	0.00	
	60250	Printing	8,500.00	8,500.00	0.00	
	60255	Meetings & Conferences	100.00	100.00	0.00	
	60260	Publishing	1,500.00	1,500.00	0.00	
	60270	Telephone & Internet	4,250.00	4,250.00	0.00	
	60430	<b>Insurance</b>				
	60431	General Liability	31,403.00	31,403.00	0.00	
	60432	Property	14,391.00	14,391.00	0.00	
		<b>Total Insurance</b>	<b>45,794.00</b>	<b>45,794.00</b>	<b>0.00</b>	
	60500	<b>Water Memberships</b>				
	60503	SGA	30,926.00	30,926.00	0.00	
	60504	ACWA	11,697.00	11,697.00	0.00	
	60507	CRWA	1,507.00	1,507.00	0.00	
		<b>Total Water Memberships</b>	<b>44,130.00</b>	<b>44,130.00</b>	<b>0.00</b>	
	60550	Permits & Fees	55,000.00	55,000.00	0.00	
	60555	Subscriptions & Licensing	2,120.00	2,120.00	0.00	
	60560	Elections	0.00	0.00	0.00	
	60565	Uncollectable Accounts	3,000.00	3,000.00	0.00	
	60570	Other Operating Expenditures	500.00	500.00	0.00	
		<b>TOTAL ADMINISTRATION</b>	<b>\$251,681.00</b>	<b>\$251,681.00</b>	<b>\$0.00</b>	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT**  
**OPERATING BUDGET**  
**2023-2024**  
**Budget Revision January 22, 2024**

January 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
<b>64000 CONSERVATION</b>						
	64001	Community Outreach	500.00	500.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	
<b>TOTAL CONSERVATION</b>			<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	
<b>65000 FIELD OPERATIONS</b>						
<b>65100 Other Field Operations</b>						
	65110	Backflow Testing	\$3,000.00	\$3,000.00	\$0.00	
	65120	Construction Equipment Maintenance	9,000.00	9,000.00	0.00	
	65130	Field Communication	3,400.00	3,400.00	0.00	
	65140	Field IT	35,000.00	35,000.00	0.00	
	65150	Laboratory Services	24,000.00	24,000.00	0.00	
	65160	Safety Equipment	6,000.00	6,000.00	0.00	
	65170	Shop Supplies	7,000.00	7,000.00	0.00	
	<b>Total Other Field Operations</b>		<b>87,400.00</b>	<b>87,400.00</b>	<b>0.00</b>	
	65200	Treatment	35,000.00	35,000.00	0.00	
<b>65300 Pumping</b>						
	65310	Maintenance	25,000.00	25,000.00	0.00	
	65320	Electricity and Fuel	260,000.00	260,000.00	0.00	
	<b>Total Pumping</b>		<b>285,000.00</b>	<b>285,000.00</b>	<b>0.00</b>	
<b>65400 Transmission &amp; Distribution</b>						
	65410	Distribution Supplies	50,000.00	50,000.00	0.00	
	65430	Tank Maintenance	6,500.00	6,500.00	0.00	
	65440	Contract Repairs	70,000.00	70,000.00	0.00	
	65450	Valve Replacements	15,000.00	15,000.00	0.00	
	65460	Paving Repairs	30,000.00	30,000.00	0.00	
	<b>Total Transmission &amp; Distribution</b>		<b>171,500.00</b>	<b>171,500.00</b>	<b>0.00</b>	
<b>65500 Transportation</b>						
	65510	Fuel	18,000.00	18,000.00	0.00	
	65520	Maintenance	5,000.00	5,000.00	0.00	
	<b>Total Transportation</b>		<b>23,000.00</b>	<b>23,000.00</b>	<b>0.00</b>	
<b>TOTAL FIELD OPERATIONS</b>			<b>\$601,900.00</b>	<b>\$601,900.00</b>	<b>\$0.00</b>	

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

January 22, 2024

OPERATING BUDGET

2023-2024

Budget Revision January 22, 2024

		2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
<b>TOTAL OPERATING EXPENSES</b>		\$2,348,212.00	\$2,348,212.00	\$0.00	
<b>NON OPERATING EXPENSES</b>					
	<b>69010 Debt Service</b>				
	69100 Revenue Bond 2015: Term 11/1/2031				
	69105 Revenue Bond 2015-Principle	156,908.00	156,908.00	0.00	
	69120 Interest	44,087.00	44,087.00	0.00	
	<b>Total Revenue Bond 2015</b>	<b>200,995.00</b>	<b>200,995.00</b>	<b>0.00</b>	
	69125 AMI Meter Loan: Term 7/23/2025				
	69130 Principle	54,602.00	139,741.00	85,139.00	Loan payoff approved 1/22/24
	69135 Interest	3,912.00	3,972.00	60.00	Loan payoff approved 1/22/24
	<b>Total AMI Meter Loan</b>	<b>58,514.00</b>	<b>143,713.00</b>	<b>85,199.00</b>	
	69200 PERS ADP Loan: Term 6/1/2036				
	69205 Principle	30,000.00	30,000.00	0.00	
	69210 Interest	1,628.00	1,628.00	0.00	
	<b>Total PERS ADP Loan</b>	<b>31,628.00</b>	<b>31,628.00</b>	<b>0.00</b>	
	69400 Other Non Operating Expense	2,300.00	2,300.00	0.00	
<b>TOTAL NON OPERATING EXPENSES</b>		<b>\$293,437.00</b>	<b>\$378,636.00</b>	<b>85,199.00</b>	
<b>TOTAL EXPENSE</b>		<b>\$2,641,649.00</b>	<b>\$2,726,848.00</b>	<b>\$85,199.00</b>	
<b>NET REVENUE (Revenue-Expense)</b>		<b>\$622,986.00</b>	<b>\$537,787.00</b>	<b>(\$85,199.00)</b>	

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RIO LINDA ELVERTA COMMUNITY WATER DISTRICT  
CAPITAL BUDGET  
2023-2024

Revision Capital Budget 1-22-24

		GENERAL	VEHICLE & LARGE EQUIPMENT REPLACEMENT	FUTURE CAPITAL IMPROVEMENT PROJECTS	HEXAVALENT CHROMIUM MITIGATION	TOTAL
<b>FUNDING SOURCES</b>						
Fund Transfers						
	Operating Fund Transfers In	611,800.00	0.00	0.00	0.00	611,800.00
	CIP Fund Intrafund Transfers	(362,644.00)	10,000.00	352,644.00	0.00	0.00
PERS ADP Loan Payment						
	Principle	0.00	0.00	30,000.00	0.00	30,000.00
	Interest	0.00	0.00	1,628.00	0.00	1,628.00
	Investment Revenue	85.00	0.00	175.00	0.00	260.00
<b>PROJECTS</b>						
<b>A · WATER SUPPLY</b>						
	A-1 · Miscellaneous Pump Replacements	40,000.00	0.00	0.00	0.00	40,000.00
<b>Total A · WATER SUPPLY</b>		40,000.00	0.00	0.00	0.00	40,000.00
<b>B · WATER DISTRIBUTION</b>						
	B-1 · Service Replacements	30,000.00	0.00	0.00	0.00	30,000.00
	B-2 · Small Meter Replacements	120,000.00	0.00	0.00	0.00	120,000.00
	B-3 · Large Meter Replacements	5,000.00	0.00	0.00	0.00	5,000.00
	B-4 · Pipeline Replacement	0.00	0.00	366,000.00	0.00	366,000.00
	B-5 · Cathodic Protection Replacement - L Street Tower	45,000.00	0.00	0.00	0.00	45,000.00
	B-6 · Raising/Lowering Valve Covers	40,000.00	0.00	0.00	0.00	40,000.00
	B-7 · Well 15 Cr6 Treatment-Design	0.00	0.00	0.00	75,000.00	75,000.00
<b>Total B · WATER DISTRIBUTION</b>		240,000.00	0.00	366,000.00	75,000.00	681,000.00
<b>M · GENERAL PLANT ASSETS</b>						
	M-1 · Server Replacement	24,000.00	0.00	0.00	0.00	24,000.00
<b>Total M · GENERAL PLANT ASSETS</b>		24,000.00	0.00	0.00	0.00	24,000.00
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>		304,000.00	0.00	366,000.00	75,000.00	745,000.00



## **Information Items Agenda Item: 5.2**

**Date:** February 26, 2024

**Subject:** Board Reports

**Staff Contact:** Timothy R. Shaw, General Manager

### **BOARD REPORTS**

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Garrison (primary)
- 5.2.3. Executive Committee – Garrison, Cline
- 5.2.4. ACWA/JPIA – Cline



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**SACRAMENTO GROUNDWATER AUTHORITY**  
**MEETING OF THE BOARD OF DIRECTORS**

**Thursday, February 8, 2024**  
**at 9:00 a.m.**

**2295 Gateway Oaks, Suite 100**  
**Sacramento, CA 95833**  
**(916) 967-7692**

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

**IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:**

The Sacramento Groundwater Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

**Join the meeting from your computer, tablet or smartphone**

**Join Zoom Meeting**  
**<https://us06web.zoom.us/j/86234537375>**

**Meeting ID: 862 3453 7375**

**Dial by your location**  
**+1 669 900 6833 US (San Jose)**  
**+1 669 444 9171 US**

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact [jpeifer@rwah2o.org](mailto:jpeifer@rwah2o.org). Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**AGENDA**

**1. CALL TO ORDER AND ROLL CALL**

**2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.

**3. CONSENT CALENDAR:**

All items listed under the Consent Calendar are considered and acted upon by one motion. Anyone may request an item be removed for separate consideration.

3.1 Approve the draft meeting minutes of December 14, 2023 regular SGA Board meeting.

3.2 Appoint Tom Hoffart as Acting Board Clerk

3.3 Appoint Tom Hoffart as Controller and Treasurer

3.4 Approve Staff Cost of Living Adjustments in accordance with Policy 100.3

**Action:** Approve Consent Calendar items as presented

**4. SUSTAINABLE GROUNDWATER MANAGEMENT ACT GROUNDWATER SUSTAINABILITY PLAN IMPLEMENTATION AND ROUND 2 GRANT AWARD**

Information and Presentation: Trevor Joseph, Manager of Technical Services

**Action:** Waive SGA Policy 300.1 and Authorize the Executive Director to enter into separate agreements for consulting services with GEI Consultants, Woodard Curran, and West Yost.

**5. DEVELOPMENT OF THE ANNUAL REPORT**

Information: Trevor Joseph, Manager of Technical Services

**6. DEVELOPMENT OF SGA FISCAL YEAR 2024 – 2025 BUDGET**

Information and Presentation: Tom Hoffart, Finance and Administrative Services Manager

**Action:** Chair to Appoint Budget Subcommittee for Fiscal Year 2024 – 2025

**7. SGA 2024 STRATEGIC PRIORITIES**

Discussion: Trevor Joseph, Manager of Technical Services

**Action:** Approve SGA 2024 Strategic Priorities

**8. EXECUTIVE DIRECTOR’S REPORT**

**9. DIRECTORS’ COMMENTS**

**ADJOURNMENT**

**Next SGA Board of Director’s Meetings:**

April 11, 2024, 9:00 a.m. at the RWA/SGA office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. The location is subject to change.

Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <https://www.sgah2o.org/meetings/board-meetings/>

Posted on: February 2, 2024

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James Peifer, Executive Director

**Minutes**  
**Rio Linda / Elverta Community Water District**  
**Executive Committee**

February 14, 2024 @ 6:00 P.M. 48

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

The meeting was called to order at 6:00 P.M. The meeting was attended in-person by Director Cline, Director Gifford General Manager Tim Shaw, Contract District Engineer Mike Vasquez (Mr. Vasquez arrived at 6:05 P.M.)

**Call to Order:** 6:00 P.M.

**Public Comment:** *There were no public members present.*

**Items for Discussion:**

1.	Contract District Engineer's Update.
<i>The Contract District Engineer presented his written report and provided additional details on the cathodic protection maintenance needs for the ground mounted L Street reservoir.</i>	
<i>The Executive Committee directed staff to compile a standard-form, small-scope professional services agreement (PSA) for the L Street reservoir cathodic protection maintenance for Board consideration on February 26<sup>th</sup>. The Executive Committee recommends the Board approve the PSA.</i>	
2.	Discuss Statement of Qualifications for Provost & Pritchard.
<i>Staff presented the written report and the Executive Committee discussed the options for procuring a design for anion exchange hexavalent chromium treatment of Well 15. Included in the discussion was the Sacramento Groundwater Authority (SGA) Board February Board meeting item, where the SGA Board unanimously approved a similar item for approximately \$2 million in professional services agreements without competitive selection via a similar set of circumstances and policy provisions.</i>	
<i>The Executive Committee forwarded the item onto the February 26<sup>th</sup> Board agenda with the Committee's recommendation that the Board approve a finding that special circumstances apply thus enabling waiving the competitive selection process.</i>	
3.	Discuss Recurring Charges for Office 365 Licenses.
<i>The General Manager presented his written report and expounded on the history of individual Office 365 licenses for District personnel and Board Members. The General Manager further described the potential revisions to the District email policy, which could enable cessation for wasting public dollars on Office 365 license recurring charges for Board Member who cannot and/or will not use the Office 365 applications.</i>	
<i>Director Gifford opined that the District could have purchased low-cost Amazon Fire Tablets with the money it could have saved by deleting Office 365 licenses that went unused for many years with just one year's worth of savings.</i>	
<i>The Executive Committee forwarded this item onto the February 26<sup>th</sup> Board agenda with the Committee's recommendation that the Board direct revisions to the District email policy to enable termination of Office 365 individual licenses for severely underutilized accounts.</i>	
4.	Discuss Association of California Water Agencies (ACWA) Spring Conference in Sacramento.
<i>The General Manager presented his written report and explained this item is informational. The Sacramento venue for the May 2024 ACWA conference only happens once every few years. Accordingly, a review of policies for Board Member attendance and the sequence of events is warranted.</i>	
5.	Discuss Request for Board Consideration of Board Member Late Compensation.
<i>The General Manager presented his written report and the Executive Committee reviewed the relevant District policy.</i>	
<i>The Executive Committee forwarded the item onto the February 26<sup>th</sup> Board agenda.</i>	

6. Discuss Alternate Dates for May 2024 Monthly Board Meeting.
<p><i>The General Manager presented his written report. Director Gifford opined that we should avoid the alternative dates occurring on Fridays. Director Gifford further inquired whether the May 20<sup>th</sup> option entailed sufficient time between Executive Committee and Board meetings to allow staff time to prepare documents. The General Manager confirmed sufficient time between meetings in May.</i></p> <p><i>The Executive Committee forwarded the item onto the February 26<sup>th</sup> Board agenda with the Committee's recommendation that the Board select May 20<sup>th</sup> as the date for the May 2024 monthly Board meeting.</i></p>
7. Discuss Expenditures for December 2023.
<p><i>The Executive Committee forwarded the December Expenditures report onto the February 26<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>
8. Discuss Financial Reports for December 2023.
<p><i>The Executive Committee forwarded the Financial report onto the February 26<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>

**Directors' and General Manager Comments:**

X – Revised FPPC Form 806

*Revised due to change in Executive Committee assignments.*

Y – Photo of No Evidence of Reported Leak Belcamp & Quiet

*January 29<sup>th</sup> staff photo shows no evidence of leak.*

**Items Requested for Next Month's Committee Agenda: None**

**Adjournment 6:29 P.M.**