

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

October 15, 2018 (6:30 p.m.)

Visitor's / Depot Center  
6730 Front Street  
Rio Linda, Ca 95673  
(916) 991-1000

## 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 and 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*

- Pg. 1**     **3.1 Minutes**  
September 17, 2018  
*The Board is being asked to approve the Minutes from the September 17, 2018 Regular Board Meeting.*
- Pg. 5**     **3.2 Expenditures**  
*The Finance & Administrative Committee recommends the Board approve the September Expenditures.*
- Pg. 8**     **3.3 Financial Reports**  
*The Finance & Administrative Committee recommends the Board approve the September Financial Reports.*

#### **4. REGULAR CALENDAR**

##### **ITEMS FOR DISCUSSION AND ACTION**

**Pg. 12 4.1 GM Report**

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

**Pg. 14 4.2 District Engineer's Report**

*The District's Engineer will provide his monthly report to the Board of Directors.*

**Pg. 16 4.3 Consider authorizing the exception to sealed bids requirement (3.08.600 B) for Wells Destruction at Well #17 Site.**

**Pg. 19 4.4 Consider Authorizing Revisions to General Manager Employment Agreement.**

**Pg. 28 4.5 Consider Authorizing Revisions to District Policy 4.09.110 Backflow Device Requirements.**

**Pg. 30 4.6 Consider appointing Debra Vierra as a member of the District's negotiating team for renewal negotiations with Teamster Local 150.**

**Pg. 31 4.7 Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.**

#### **5. INFORMATION ITEMS**

##### **5.1. DISTRICT ACTIVITY REPORT**

- a. Water Operations Report
- b. Conservation Report

##### **5.2. BOARD REPORTS**

- a. Report any ad hoc committees dissolved by requirements in Policy 2.01.065.
- b. Regional Water Authority – Henrici, Shaw
- c. Sacramento Groundwater Authority – Green, Harris
- d. LAFCO - Green
- e. Planning Committee – Dills, Harris
- f. Finance / Administrative Committee – Ridilla, Henrici
- g. ACWA/JPIA – Green, Harris
- h. AD Hoc Committees
  - 1. MOU Negotiations – Dills, Harris
  - 2. GM Contract Revision – Henrici, Ridilla
- i. Other Reports

#### **6. PUBLIC COMMENT FOR CLOSED SESSION**

**7. CLOSED SESSION - The Board of Directors will convene to Closed Session to discuss the following item.**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case).**

**8. RECONVENE OPEN SESSION**

**8.1 REPORT OF ACTIONS TAKEN IN CLOSED SESSION.**

The Board will disclose any reportable actions taken and/or directed in closed session.

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

**10. ADJOURNMENT**

Upcoming meetings:

Planning Committee

November 2, 2018, Friday, 2:00 pm at the Sacramento Metro Fire Dept., 6609 Rio Linda Blvd, Rio Linda, CA 95673.

Finance / Administrative Committee

November 13, 2018, Tuesday, 6:30 pm at the Visitor's/Depot Center, 6730 Front Street, Rio Linda, CA 95673.

Regular Board Meeting

November 19, 2018, Monday, 6:30 pm at Visitor's /Depot Center, 6730 Front Street, Rio Linda, CA 95673.



**Consent Calendar  
Agenda Item: 3.1**

**Date:** October 15, 2018

**Subject:** Minutes

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

**Recommended Committee Action:**

It is recommended that the Board of Directors approve the Regular Meeting minutes from September 17, 2018 meeting.

**Current Background and Justification:**

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

**Conclusion:**

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_.

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

**MINUTES OF THE  
SEPTEMBER 17, 2018  
BOARD OF DIRECTORS REGULAR MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

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

The September 17, 2018 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. at the Depot/Visitor Center located at 6730 Front Street, Rio Linda, CA. General Manager Tim Shaw took roll call of the Board of Directors. Director Dills, Director Harris, Director Henrici, Director Ridilla, Director Green and General Manager Tim Shaw were present. Director Ridilla led the pledge of allegiance.

**2. PUBLIC COMMENT**

Public member

**3. CONSENT CALENDAR**

**3.1 Minutes**

August 20, 2018

**3.2 Expenditures**

**3.3 Financial Reports**

No public comment on this item.

*It was moved by Director Henrici and seconded by Director Ridilla to approve the Consent Calendar. Directors Henrici, Dills, Green, Harris and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

**4. REGULAR CALENDAR**

**ITEMS FOR DISCUSSION AND ACTION**

**4.1 General Manager's Report**

General Manager Tim Shaw provided the Board a written report of special events and meetings attended since the last Board meeting.

Director's Harris and Dills requested to setup a day to tour the hexavalent chromium treatment facilities in Antelope and Dixon.

*The Board made no action on this item*

**4.2 District Engineer's Report**

Simon Gray with Cole Engineering presented the Board with a written report of projects in the works since the last meeting of the Board. The report included General Items, Well 10 Hexavalent Chromium Treatment Project, and Well 17 Monitoring Wells Abandonment and Destruction.

*The Board made no action on this item*

**4.3. Consider approving the Property Donation Agreement with Elverta Associates LLC for the Well #16 parcel.**

The District and the developer have been engaged in dialog to complete this agreement for some time. The delays in executing the agreement have been substantial impediments for addressing critical operational needs of the District. The agreement is also prerequisite for execution of an irrevocable offer of dedication for the Well #16 parcel (Exhibit A in the agreement). Elverta Associates LLC has already signed the agreement.

No public comment on this item.

*It was moved by Director Henrici and seconded by Director Green the Property Donation Agreement with Elverta Associates LLC and further authorize the General Manager to execute the agreement and all appurtenant documents thereto . Directors Henrici, Dills, Green, Harris and Ridilla voted yes. The motion carried with a unanimous roll call vote of 5-0-0.*

**4.4 Consider approval of Resolution No. 2018-08 to adopt the recently updated American River Basin Integrated Regional Water Management Plan (IRWMP).**

As detailed in the August 27th email from the Regional Water Authority (RWA). The IRWMP has been updated. Furthermore, adoption of the updated IRWMP by the District does not make the District responsible for IRWMP implementation. Adoption conveys the District supports the IRWMP vision and objectives.

Adoption of the IRWMP by approving Resolution 2018-08 is necessary to maintain the District's eligibility for Proposition 1 grant funding.

*It was moved by Director Green and seconded by Director Henrici to approve Resolution No. 2018-08 to adopt the updated American River Basin Integrated Regional Water Management Plan (IRWMP). Directors Henrici, Dills, Green, Harris and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

**4.5 Consider approving the Administrative Leave Policy; New Policy in Personnel Handbook.**

The proposed new policy is only applicable to FLSA-Exempt employees (managers). Admin Leave for managers is a very common policy for public agencies. The proposed new policy would provide 48-hours of Admin Leave per year for FLSA-Exempt employees who regularly attend board/committee meetings after hours and would provide 32-hours per year for FLSA-Exempt employees who do not regularly attend after-hours board/committee meetings.

GM Shaw indicated the policy was presented to the Finance and Administrative Committee, Legal Counsel and Teamsters 150 with no comments back.

No public comment on this item

*It was moved by Director Henrici and seconded by Director Ridilla to approve the New Administrative Leave Policy. Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

**4.6 Sick Leave: Revised Policy in Personnel Handbook**

Sick Leave

Purpose

Sick leave is granted to provide financial security to employees by providing for salary continuation when the employee is unable to work. Administration of sick leave is subject to the applicable provisions of the California Labor Code, Division 2.

Accrual

Regular full-time employees shall accrue sick leave at a rate of six (6) days per pay year. New employees shall also be credited with 8-hours of sick leave on their first day of employment, or otherwise be credited with sick leave for compliance with California Labor Code, Section 246. No employee may accrue sick leave during such time as the employee is not receiving wages from the District. Sick leave begins to accrue on the first day of employment.

Use

The applicable definitions and requirements for sick leave shall be those provided in California Labor Code, Division 2:

It shall be the responsibility of each employee absent from work to notify his or her immediate supervisor as soon as possible on the first day of absence due to use of paid sick leave.

A written statement from a properly licensed medical professional authorizing the employee's return to work and listing any work restrictions may be required for sick leave absences of 3 or more days. If the medical clearance is required, the General Manager shall notify the employee of his or her requirement to bring a medical clearance to perform normal work duties from a properly licensed medical professional prior to returning to work. The medical clearance shall not provide any description of the medical condition(s) at issue. The medical clearance shall only focus on the employee's ability to perform routine work duties, with or without restrictions.

No employee may accrue more than two hundred forty (240) hours of sick leave. Upon reaching the maximum accrual, sick leave accrual shall cease until the accrual is reduced below the maximum.

Upon retirement or termination from the District, all unused sick leave shall be forfeited, and employee will not be paid for any unused sick leave under any circumstances. If an employee is rehired by the District within 12 months, he or she may reclaim what had been accrued in paid sick leave prior to leaving employment with the District.

No public comment on this item.

*It was moved by Director Henrici and seconded by Director Dills to approve the revised Sick Leave Policy. Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

**4.7 Consider directing staff to implement consistent developer deposit requirements to address development costs.**

There is current inconsistency for developer deposits among the different development groups we interact. The District is engaged with consultants (attorneys, engineers) who perform work for the benefit of the developers. Those services must be paid by the developers and not by our existing ratepayers.

An illustration of the inconsistency, the District does not have an agreement with ESPOG in substantially the same format and terms as the current funding agreement with Northborough developers.

No public comment on this item.

*It was moved by Director Ridilla and seconded by Director Henrici direct staff to initiate the Developer Deposit Agreement with ESPOG substantially the same format and terms as the current funding agreement with Northborough developers subject to legal counsel review . Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

#### **4.8 Consider authorizing Board Member attendance for ACWA fall conference in San Diego.**

The ACWA fall conference is in San Diego this coming November. President Harris stated Brent Dills is the alternate for ACWA but does not want to attend and she would willing to volunteer if the Board agrees. Director Henrici stated she is willing to volunteer to attend as well. GM Shaw clarified that Brent Dills was the alternate, prior to the Board adoption of the revised policy 2.01.065. Director Henrici asked if the GM could outline the important informational programs for the two attending directors to bring back from the conference.

GM Shaw also pointed out that the Board may consider an alternate for the MOU negotiations committee, since the ACWA conference falls during the time of the MOU negotiations. President Harris stated Director Dills and herself had discussed they would be meeting November 16<sup>th</sup> to discuss negotiations.

Director Green asked if his LAFCo commissioner status has to be approved. GM Shaw stated that is wouldn't hurt.

No public comment on this item.

*It was moved by Director Dills and seconded by Director Ridilla to authorize sending Director Harris along with Director Green to the ACWA fall conference and make director Ridilla the alternate on the MOU negotiations committee if needed. Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.*

#### **4.9 Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.**

No public comment on this item.

*It was moved by Director Henrici and seconded by Director Ridilla to appoint Director Green as the LAFCo Commissioner and appoint Director Harris as the ACWA alternate . Dills, Harris and Ridilla voted yes. Henrici and Green abstained. The motion carried with a vote of 3-0-2.*

## **5. INFORMATION ITEMS**

### **5.1. DISTRICT ACTIVITY REPORT**

#### **a. Water Operations Report**



b. Conservation Report

**5.2. BOARD REPORTS**

- a. Regional Water Authority – Agenda and Executive Summary provided
- b. Sacramento Groundwater Authority – No Meeting.
- c. LAFCO – Green – Postponed.
- d. Planning Committee – Dills, Harris – Minutes provided.
- e. Finance / Administrative Committee – Minutes provided.
- f. AD Hoc Committees –
  - 1. MOU Negotiations – Dills, Harris –
  - 2. GM Contract Revision – Henrici, Ridilla
- g. Other Reports

**6. PUBLIC COMMENT FOR CLOSED SESSION**

No public comment.

**7. CLOSED SESSION** - The Board of Directors will convene to Closed Session to discuss the following item:

**A. CONFERENCE WITH LABOR NEGOTIATORS** - (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6) District Negotiators: Mary Henrici/John Ridilla General Manager Employment Agreement revisions.

**8. RECONVENE OPEN SESSION**

President Harris reconvened to open session at 7:27 p.m.

**8.1 REPORT OF ACTIONS TAKEN IN CLOSED SESSION.**

The Board will disclose any reportable actions taken and/or directed in closed session.

No reportable action was taken.

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

Director Dills thanked GM Shaw for his hard work. Director Green stated he stopped by the District office during a Monday staff meeting and welcomed the new employee with donuts and chocolates for the bookkeeper. Mr. Green continued with handing out a Certificate of Appreciation for a job well done to two members of the field staff crew Frank Chacon and Chris Bell.

Director Henrici stated she would be attending SAWWA on Thursday and will be attending the ACWA Conference in San Diego with a friend.

Director Harris stated she received a letter from CSDRMA and read the letter to the Board. The basic content of the letter stated that since the District had no claims it would receive a lower premium.

**10. ADJOURNMENT**

President Harris adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Mary Harris, President of the Board

DRAFT



**Consent Calendar  
Agenda Item: 3.2**

**Date:** October 15, 2018

**Subject:** Expenditures

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

**Recommended Committee Action:**

The Finance and Administrative Committee recommends approval of the Expenditures for the month of September 2018.

**Current Background and Justification:**

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

**Conclusion:**

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_.

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

Rio Linda Elverta Community Water District  
**Operating Account GL 10000 Expenditure Report**  
 September 2018

Type	Date	Num	Name	Memo	Amount
Liability Check	09/04/2018	EFT	QuickBooks Payroll Service	For PP Ending 08/31/2018 Paydate 09/05/2018	19,839.31
Liability Check	09/05/2018	EFT	CalPERS	For PP Ending 07/31/2018 Paydate 08/03/2018	2,076.92
Liability Check	09/05/2018	EFT	CalPERS	For PP Ending 07/31/2018 Paydate 08/03/2018	1,940.46
Liability Check	09/05/2018	EFT	California State Disbursement Unit	Employee Garnishment	397.50
Liability Check	09/05/2018	EFT	Nationwide	Employee Benefits	1,265.84
Liability Check	09/05/2018	EFT	Internal Revenue Service	Employment Taxes	7,038.36
Liability Check	09/05/2018	EFT	Employment Development	Employment Taxes	1,462.95
Bill Pmt -Check	09/05/2018	EFT	Adept Solutions	Computer Maintenance	1,109.00
Bill Pmt -Check	09/05/2018	EFT	Comcast	Phone/Internet	413.15
Bill Pmt -Check	09/05/2018	EFT	Republic Services	Utilities	151.30
Bill Pmt -Check	09/05/2018	EFT	Sprint	Field Communication	1,054.39
Bill Pmt -Check	09/05/2018	EFT	Voyager Fleet Commander	Transportation Fuel	1,243.52
Paycheck	09/05/2018	5571	Employee	For PP Ending 08/31/2018 Paydate 09/05/2018	369.40
Check	09/05/2018	5572	Franchise Tax Board	Employee Garnishment	382.05
Check	09/05/2018	5573	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,500.00
Check	09/05/2018	5574	Special District Risk Management Auth.	Workers Compensation 2017-18 Balance Due	895.52
Check	09/05/2018	5575	Customer	Final Bill Refund	44.45
Check	09/05/2018	5576	Customer	Final Bill Refund	4.72
Check	09/05/2018	5577	Customer	Final Bill Refund	38.84
Check	09/05/2018	5578	Customer	Toilet Rebate	75.00
Bill Pmt -Check	09/05/2018	5579	ACWA/JPIA	Employee Benefits	23.50
Bill Pmt -Check	09/05/2018	5580	BHI Management Consulting	Professional Fees	5,024.32
Bill Pmt -Check	09/05/2018	5581	Buckmaster Office Solutions	Office Equipment Expense	83.15
Bill Pmt -Check	09/05/2018	5582	Central Valley Engineering & Asphalt	Contract Repairs	16,500.00
Bill Pmt -Check	09/05/2018	5583	Communication Systems Unlimited	Building Maintenance	89.00
Bill Pmt -Check	09/05/2018	5584	Continental Utility Solutions	Annual Maintenance	3,099.69
Bill Pmt -Check	09/05/2018	5585	Corix Water Products	Distribution Supplies	391.14
Bill Pmt -Check	09/05/2018	5586	Inductive Automation	Annual Maintenance	2,472.00
Bill Pmt -Check	09/05/2018	5587	Oreilly Automotive	Transportation Maintenance	41.30
Bill Pmt -Check	09/05/2018	5588	Quill	Office Expense	202.13
Bill Pmt -Check	09/05/2018	5589	Rio Linda Hardware and Building Supply	Shop Supplies	450.60
Bill Pmt -Check	09/05/2018	5590	RLE Country Faire	Conservation Community Outreach	10.00
Bill Pmt -Check	09/05/2018	5591	Sierra Chemical Company	Treatment	2,029.42
Bill Pmt -Check	09/05/2018	5592	SMUD	Utilities	21,808.45
Bill Pmt -Check	09/05/2018	5593	Staples	Office Expense	60.19
Bill Pmt -Check	09/05/2018	5594	Tesco Controls	Annual Maintenance	1,435.04
Bill Pmt -Check	09/05/2018	5595	The News	Publishing	36.75
Bill Pmt -Check	09/05/2018	5596	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	09/05/2018	5597	Calif Debt & Investment Adv Commission	Capital Improvement: Surcharge 2 Loan Costs	967.50
Bill Pmt -Check	09/05/2018	5598	Continental Utility Solutions	Capital Improvement: Billing System Software Upgrade	21,527.50
Liability Check	09/18/2018	EFT	AFLAC	Employee Benefits	738.92
Liability Check	09/19/2018	EFT	QuickBooks Payroll Service	For PP Ending 09/15/18 Pay date 09/20/18	17,849.61
Liability Check	09/20/2018	EFT	CalPERS	For PP Ending 09/15/18 Pay date 09/20/18	1,829.09
Liability Check	09/20/2018	EFT	CalPERS	For PP Ending 09/15/18 Pay date 09/20/18	1,721.51
Liability Check	09/20/2018	EFT	Internal Revenue Service	Employment Taxes	6,101.96
Liability Check	09/20/2018	EFT	Employment Development	Employment Taxes	1,242.77

Rio Linda Elverta Community Water District  
 Operating Account GL 10000 Expenditure Report  
 September 2018

Type	Date	Num	Name	Memo	Amount
Liability Check	09/20/2018	EFT	Nationwide	Employee Benefits	1,198.08
Liability Check	09/20/2018	EFT	Western Health Advantage	Employee Benefits	11,406.71
Liability Check	09/20/2018	EFT	California State Disbursement Unit	Employee Garnishment	397.50
Check	09/20/2018	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	42,000.00
Check	09/20/2018	EFT	RLECWD - SURCHARGE 1 ACCOUNT	Current Monthly Transfer	42,500.00
Check	09/20/2018	EFT	RLECWD - Operating	Transfer funds for Security Deposits paid with Credit Card	800.00
Bill Pmt -Check	09/20/2018	EFT	Bankcard Center 2911	Computer, Postage	162.88
Bill Pmt -Check	09/20/2018	EFT	Bankcard Center 7806	Pump Maintenance, Shop Supplies, Uniforms	1,284.31
Bill Pmt -Check	09/20/2018	EFT	Verizon	Field Communication	262.37
Paycheck	09/20/2018	5599	Employee	For PP Ending 09/15/18 Pay date 09/20/18	92.35
Check	09/20/2018	5600	Postmaster	Postage-Bulk Mail	2,184.66
Liability Check	09/20/2018	5601	Teamsters Local #150	Union Dues	560.00
Check	09/20/2018	5602	Customer	Final Bill Refund	20.00
Bill Pmt -Check	09/20/2018	5603	American Mobile Shredding	Office Expense	25.00
Bill Pmt -Check	09/20/2018	5604	BSK Associates	Lab Fees	12,104.00
Bill Pmt -Check	09/20/2018	5605	Buckmaster Office Solutions	Office Equipment	197.76
Bill Pmt -Check	09/20/2018	5606	Churchwell White, LLP	Legal Fees	1,502.90
Bill Pmt -Check	09/20/2018	5607	Communication Systems Unlimited	Building Maintenance	502.42
Bill Pmt -Check	09/20/2018	5608	CoreLogic Solutions	Metro Scan	134.75
Bill Pmt -Check	09/20/2018	5609	Corix Water Products	Distribution Supplies	1,691.68
Bill Pmt -Check	09/20/2018	5610	County of Sacramento	Permits	348.00
Bill Pmt -Check	09/20/2018	5611	Henrici, Mary	Retiree Insurance	900.00
Bill Pmt -Check	09/20/2018	5612	Med 7 Urgent Care Centers	Employee Background	89.00
Bill Pmt -Check	09/20/2018	5613	Opus Bank	Surcharge 2 Loan Payment	91,856.08
Bill Pmt -Check	09/20/2018	5614	PG&E	Utilities	43.65
Bill Pmt -Check	09/20/2018	5615	Quill	Office Expense	117.45
Bill Pmt -Check	09/20/2018	5616	Rio Linda Elverta Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	09/20/2018	5617	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	09/20/2018	5618	Sierra Chemical Company	Chemical Expense	1,189.12
Bill Pmt -Check	09/20/2018	5619	Spok Inc.	Field Communication	15.16
Bill Pmt -Check	09/20/2018	5569	UniFirst Corporation	Uniforms	239.03
Bill Pmt -Check	09/20/2018	5621	Vanguard	Janitorial	195.00
Liability Check	09/25/2018	EFT	Dental and Vision Ins.com	Employee Benefits	1,961.10
<b>Total 10000 - Bank - Operating Account</b>					<b><u>378,377.88</u></b>

Accrual Basis

**Rio Linda Elverta Community Water District  
Other Accounts Expenditure Report  
September 2018**

Type	Date	Num	Payee	Memo	Amount
Transfer	09/05/2018	EFT	RLECWD - Operating	CIP Expense Transfer: Refer to operating check numbers: 5598	21,527.50
<b>10455 - Capital Improvement Reserve</b>					<b><u>21,527.50</u></b>
Type	Date	Num	Payee	Memo	Amount
Transfer	09/05/2018	EFT	RLECWD - Operating	CIP Expense Transfer: Refer to operating check numbers: 5597	967.50
<b>10465 - Capital Improvement Cr6 Project</b>					<b><u>967.50</u></b>





**Consent Calendar  
Agenda Item: 3.3**

**Date:** October 15, 2018

**Subject:** Financial Reports

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

**Recommended Committee Action:**

The Finance and Administrative Committee recommends approval of the Districts Financial Reports for the month of September 2018.

**Current Background and Justification:**

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

**Conclusion:**

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

**Board Action / Motion**

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

Dills:\_\_\_\_\_Green:\_\_\_\_\_Ridilla:\_\_\_\_\_Henrici:\_\_\_\_\_Harris:\_\_\_\_\_.  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

**Rio Linda Elverta Community Water District**  
**Balance Sheet**  
 As of September 30, 2018

**ASSETS**

**Current Assets**

**Checking/Savings**

**100 · Cash & Cash Equivalents**

**10000 · Operating Account**

10005 · Operating Fund 10,972.89

10010 · Operating Reserve Fund 250,000.00

**Total 10000 · Operating Account 260,972.89**

**10100 · Trust/Security Deposit Account 44,652.00**

**10450 · Capital Improvement**

10455 · Capital Improvement Fee Reserve 762,986.27

10460 · Vehicle Replacement Reserve 0.00

10465 · Cr6 Project 11,026.90

**Total 10450 · Capital Improvement 774,013.17**

**10600 · LAIF GASB 45 16,068.85**

**Total 100 · Cash & Cash Equivalents 1,095,706.91**

**102 · Restricted Assets**

**102.1 · Restricted Capital Improvements**

10700 · ZIONS Inv/Surcharge Reserve 493,222.66

**Total 102.1 · Restricted Capital Improvements 493,222.66**

**102.2 · Restricted for Debt Service**

10300 · Surcharge 1 Account 622,916.21

10325 · Community Business Bank 83,266.61

10350 · Umpqua Bank 90,313.98

10350 · Surcharge 2 Account 436,090.94

**Total 102.2 · Restricted for Debt Service 1,232,587.74**

**Total 102 · Restricted Assets 1,725,810.40**

**Total Checking/Savings 2,821,517.31**

**Accounts Receivable 14,671.45**

**Other Current Assets**

12000 · Water Utility Receivable 667,733.49

12200 · Accrued Revenue 0.00

12250 · Accrued Interest Receivable 2,532.19

15000 · Inventory Asset 96,793.78

16000 · Prepaid Expense 109,174.61

**Total Other Current Assets 876,234.07**

**Total Current Assets 3,712,422.83**

**Fixed Assets**

17000 · General Plant Assets 712,766.63

17100 · Water System Facilities 20,717,058.49

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -8,702,559.39

18000 · Construction in Progress 1,250,105.87

18100 · Land 496,673.45

**Total Fixed Assets 14,847,088.47**

**Other Assets**

19000 · Deferred Outflows 297,772.00

19900 · Suspense Account -101.22

**Total Other Assets 297,670.78**

**TOTAL ASSETS 18,857,182.08**



**Rio Linda Elverta Community Water District**  
**Balance Sheet**  
 As of September 30, 2018

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Accounts Payable	61,762.65
Credit Cards	3,701.60
Other Current Liabilities	697,780.84

<b>Total Current Liabilities</b>	763,245.09
----------------------------------	------------

**Long Term Liabilities**

23000 · OPEB Liability	22,453.00
23500 · Lease Buy-Back	755,052.27
25000 · Surcharge 1 Loan	4,364,411.26
25050 · Surcharge 2 Loan	99,140.82
26000 · Water Rev Refunding	2,091,606.00
27000 · Community Business Bank	342,485.52
29000 · Net Pension Liability	902,961.00
29500 · Deferred Inflows-Pension	40,436.00

<b>Total Long Term Liabilities</b>	8,618,545.87
------------------------------------	--------------

<b>Total Liabilities</b>	9,381,790.96
--------------------------	--------------

**Equity**

31500 · Invested in Capital Assets, Net	7,619,051.46
32000 · Restricted for Debt Service	699,786.24
38000 · Unrestricted Equity	865,266.45
Net Income	291,286.97

<b>Total Equity</b>	9,475,391.12
---------------------	--------------

<b>TOTAL LIABILITIES &amp; EQUITY</b>	18,857,182.08
---------------------------------------	---------------

**Rio Linda Elverta Community Water District**  
**Operating Profit & Loss Budget Performance**  
 August 2018

10

	<u>Annual Budget</u>	<u>Sept 18</u>	<u>Jul-Sept 18</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Total 40000 · Operating Revenue</b>	2,664,429.00	381,605.04	698,145.59	26.20%	1,966,283.41
<b>41000 · Nonoperating Revenue</b>					
41110 · Investment Revenue					
41112 · Interest Revenue	400.00	25.02	137.49	34.37%	262.51
<b>Total 41110 · Investment Revenue</b>	400.00	25.02	137.49	34.37%	262.51
41120 · Property Tax	70,000.00	0.00	1,946.32	2.78%	68,053.68
<b>Total 41000 · Nonoperating Revenue</b>	70,400.00	25.02	2,083.81	2.96%	68,316.19
<b>Total Income</b>	<u>2,734,829.00</u>	<u>381,630.06</u>	<u>700,229.40</u>	<u>25.60%</u>	<u>2,034,599.60</u>
<b>Gross Income</b>	2,734,829.00	381,630.06	700,229.40	25.60%	2,034,599.60
<b>Expense</b>					
<b>60000 · Operating Expenses</b>					
60010 · Professional Fees	163,331.00	9,761.90	37,681.40	23.07%	125,649.60
60100 · Personnel Services					
60110 · Salaries & Wages	665,414.00	55,420.22	133,018.63	19.99%	532,395.37
60150 · Employee Benefits & Expense	451,439.00	33,916.64	96,915.31	21.47%	354,523.69
<b>Total 60100 · Personnel Services</b>	<u>1,116,853.00</u>	<u>89,336.86</u>	<u>229,933.94</u>	<u>20.59%</u>	<u>886,919.06</u>
60200 · Administration	254,977.00	18,236.83	82,311.28	32.28%	172,665.72
64000 · Conservation	6,748.00	85.00	5,283.00	78.29%	1,465.00
65000 · Field Operations	428,175.00	28,982.67	124,704.89	29.13%	303,470.11
<b>Total 60000 · Operating Expenses</b>	1,970,084.00	146,403.26	479,914.51	24.36%	1,490,169.49
<b>69000 · Non-Operating Expenses</b>					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	133,163.00	0.00	0.00	0.00%	133,163.00
69110 · Interest	65,726.00	0.00	0.00	0.00%	65,726.00
<b>Total 69100 · Revenue Bond</b>	<u>198,889.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>198,889.00</u>
69125 · AMI Meter Loan					
69130 · Principle	46,818.00	0.00	23,228.99	49.62%	23,589.01
69135 · Interest	11,696.00	0.00	6,027.97	51.54%	5,668.03
<b>Total 69125 · AMI Meter Loan</b>	<u>58,514.00</u>	<u>0.00</u>	<u>29,256.96</u>	<u>50.00%</u>	<u>29,257.04</u>
<b>Total 69010 · Debt Service</b>	<u>257,403.00</u>	<u>0.00</u>	<u>29,256.96</u>	<u>11.37%</u>	<u>228,146.04</u>
69400 · Other Non-Operating Expense	2,000.00	0.00	0.00	0.00%	2,000.00
<b>Total 69000 · Non-Operating Expenses</b>	<u>259,403.00</u>	<u>0.00</u>	<u>29,256.96</u>	<u>11.28%</u>	<u>230,146.04</u>
<b>Total Expense</b>	<u>2,229,487.00</u>	<u>146,403.26</u>	<u>509,171.47</u>	<u>22.84%</u>	<u>1,720,315.53</u>
<b>Net Ordinary Income</b>	<u>505,342.00</u>	<u>235,226.80</u>	<u>191,057.93</u>		
<b>Net Income</b>	<u>505,342.00</u>	<u>235,226.80</u>	<u>191,057.93</u>		

CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2018-2019  
July through September 2018

	GENERAL		CONNECTIONS		CHROMIUM MITIGATION & NEW WELLS		VEHICLE REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
<b>BEGINNING FUND BALANCE</b>	\$ 1,426,064.00	\$ 1,426,064.00	\$ 129,988.00	\$ 129,988.00	\$ (454,317.00)	\$ (454,317.00)	\$ -	\$ -
<b>FUNDING SOURCES</b>								
Fund Transfers								
Operating Fund Transfers In	500,000.00	124,000.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(10,000.00)	-	-	-	-	-	10,000.00	-
Surcharge 2 Surplus Repayment	-	-	-	-	435,752.00	-	-	-
Contributed Funding								
Capacity Fee Revenue	-	-	40,000.00	14,062.01	-	-	-	-
Contributed Facilities (Developers)	-	-	-	-	-	-	-	-
Grant Revenue	-	-	-	-	20,000.00	-	-	-
Loan Proceeds-OPUS Bank	-	-	-	-	2,468,239.00	-	-	-
Investment Revenue	350.00	132.70	-	-	-	-	-	-
Sale of Fixed Assets	-	-	-	-	-	-	-	-
<b>TOTAL FUNDS AVAILABLE FOR CIP PROJECTS</b>	<b>1,916,414.00</b>	<b>1,550,196.70</b>	<b>169,988.00</b>	<b>144,050.01</b>	<b>2,469,674.00</b>	<b>(454,317.00)</b>	<b>10,000.00</b>	<b>-</b>
<b>PROJECTS</b>								
<b>A - WATER SUPPLY</b>								
A-1 - Well 10 - Cr6 Treatment	-	-	-	-	40,000.00	-	-	-
A-2 - Well 16	-	-	-	-	2,448,239.00	-	-	-
A-3 - Well 17	25,000.00	-	-	-	-	-	-	-
A-4 - Miscellaneous Pump Replacements	40,000.00	-	-	-	-	-	-	-
<b>Total A - WATER SUPPLY</b>	<b>65,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,488,239.00</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>B - WATER DISTRIBUTION</b>								
B-1 - System Valve Replacements	35,000.00	-	-	-	-	-	-	-
B-2 - Paving Replacements	25,000.00	-	-	-	-	-	-	-
B-3 - Service Replacements	30,000.00	-	-	-	-	-	-	-
B-4 - Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
<b>Total B - WATER DISTRIBUTION</b>	<b>95,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>M - GENERAL PLANT ASSETS</b>								
M-1 - Ice Machine	3,500.00	2,803.96	-	-	-	-	-	-
M-2 - Billing Software Upgrade	25,000.00	21,527.50	25,000.00	-	-	-	-	-
<b>Total M - GENERAL PLANT ASSETS</b>	<b>28,500.00</b>	<b>24,331.46</b>	<b>25,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FO - PROJECTS FUNDED BY OTHERS</b>								
<b>TOTAL FO - PROJECTS FUNDED BY OTHERS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>C - CONTINGENCY</b>								
C-1 - Contingency (10% of Est A,B,M, & FO)	18,850.00	-	2,500.00	-	248,823.90	-	-	-
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>207,350.00</b>	<b>24,331.46</b>	<b>27,500.00</b>	<b>-</b>	<b>2,737,062.90</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,709,064.00</b>	<b>\$ 1,525,865.24</b>	<b>\$ 142,488.00</b>	<b>\$ 144,050.01</b>	<b>\$ (267,388.90)</b>	<b>\$ (454,317.00)</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>

**Rio Linda Elverta Community Water District  
Surcharge 1 Profit & Loss Budget Performance  
September 2018**

11

	<u>Annual Budget</u>	<u>Sept 18</u>	<u>Jul-Sept 18</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41111 · Dividend Revenue	0.00	292.42	292.42	100.0%	-292.42
41112 · Interest Revenue	8,000.00	2,204.12	2,267.14	28.34%	5,732.86
41113 · Market Value Adjustment	0.00	531.25	531.25	100.0%	-531.25
	<u>8,000.00</u>	<u>3,027.79</u>	<u>3,090.81</u>	<u>38.64%</u>	<u>-4,909.19</u>
43010 · Surcharge 1 Revenue	523,374.00	87,352.50	115,309.48	22.03%	408,064.52
<b>Total Income</b>	<u>531,374.00</u>	<u>90,380.29</u>	<u>118,400.29</u>	<u>22.28%</u>	<u>412,973.71</u>
<b>Gross Income</b>	531,374.00	90,380.29	118,400.29	22.28%	412,973.71
<b>Expense</b>					
69150 · Surcharge (SRF)					
69155 · Principle	342,540.00	0.00	0.00	0.0%	342,540.00
69160 · Interest	118,814.00	0.00	0.00	0.0%	118,814.00
69170 · Admin Fees	2,210.00	536.80	536.80	24.29%	1,673.20
<b>Total 69150 · Surcharge (SRF)</b>	<u>463,564.00</u>	<u>536.80</u>	<u>536.80</u>	<u>0.12%</u>	<u>463,027.20</u>
<b>Total Expense</b>	<u>463,564.00</u>	<u>536.80</u>	<u>536.80</u>		
<b>Net Income</b>	<u>67,810.00</u>	<u>89,843.49</u>	<u>117,863.49</u>		

**Rio Linda Elverta Community Water District  
 Surcharge 2 Profit & Loss Budget Performance  
 September 2018**

	<u>Annual Budget</u>	<u>Sept 18</u>	<u>Jul-Sept 18</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	20.00	7.65	14.66	73.3%	5.34
	<u>20.00</u>	<u>7.65</u>	<u>14.66</u>	<u>73.3%</u>	<u>5.34</u>
43050 · Surcharge 2 Revenue	439,019.00	72,640.50	84,343.72	19.21%	354,675.28
<b>Total Income</b>	<u>439,039.00</u>	<u>72,648.15</u>	<u>84,358.38</u>	<u>19.21%</u>	<u>354,680.62</u>
<b>Gross Income</b>	439,039.00	72,648.15	84,358.38	19.21%	354,680.62
<b>Expense</b>					
69175 · Surcharge 2 Loan					
69180 · Principle	195,000.00	90,000.00	90,000.00	46.15%	105,000.00
69185 · Interest	136,038.00	1,856.08	1,856.08	1.36%	134,181.92
<b>Total 69175 · Surcharge 2 Loan</b>	<u>331,038.00</u>	<u>91,856.08</u>	<u>91,856.08</u>	<u>27.75%</u>	<u>239,181.92</u>
<b>Total Expense</b>	<u>331,038.00</u>	<u>91,856.08</u>	<u>91,856.08</u>		
<b>Net Income</b>	<u>108,001.00</u>	<u>-19,207.93</u>	<u>-7,497.70</u>		



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

**Date:** October 15, 2018  
**Subject:** General Manager's Report  
**Staff Contact:** Timothy R. Shaw, General Manager

**Recommended Committee Action:**

There is no committee recommendation on this item.

**Current Background and Justification:**

The General Manager will report to the Board of Directors on meetings attended and an update on projects since the last meeting of the Board.

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

# RLECWD Agenda Item Checklist

## Item 4.1

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

General Manager's Report

---

10/12/18

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

N/A

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18



**Date:** October 11, 2018

**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: For this reporting period, the unusual demand for District resources has been from upgrading the billing software. It might be expected for such an impactful evolution, but the District last upgraded its software almost 20-years ago. Changes to such established routines and practices highlighted by swapping old with new can induce stress, push deadlines and disrupt schedules.

I wish to recognize Pat Goyet for his efforts in completing the annual water loss audit and timely submitting the required documents to the Dept. of Water Resource (DWR).

1. On Sept. 21<sup>st</sup> , I met with Director Dills to discuss topical matters of District interests.
2. On Sept. 21<sup>st</sup> (afternoon), I met with EKI Engineering to discuss their interest in submitting a response to the District's RFQ for District Engineer services.
3. On Sept. 26<sup>th</sup> , I met with Teamster Local 150 representative to discuss the proposed change to hours of operation.
4. On Sept. 27<sup>th</sup> I met with Affinity Engineering to discuss their current direction and plans for engineering services. We also discussed what worked and what needing improvement in the former engagement between the District and Affinity.
5. On Sept 28<sup>th</sup> Employee benefits open enrollment kickoff meeting with Coremark Insurance.
6. On Oct 5<sup>th</sup> , I met with the MOU Renewal Ad Hoc and the labor relations specialist at Churchwell White to discuss the upcoming meetings with Teamsters Local 150.
7. On Oct 9<sup>th</sup>, I met with Orin Bennett of Bennett Engineering to discuss their consideration for submitting a response to the District Engineer RFQ.
8. On Oct 10<sup>th</sup> , Met with Adept Solutions (current IT consultant) to discuss the District's needs going forward for back ups of the AMI server and SCADA computer.



Other initiatives in progress are:

Corresponded with Legal Counsel regarding the District's inactive service fee. I also reviewed an incredible amount of material from the meetings (lots of meetings) spanning more than a year for content regarding the inactive service fee.

The annual financial audit is wrapping up. I've reviewed the draft and provided updates and corrections to the auditor.

I initiated a request to consult with Legal Counsel regarding the fees and practices associated with fees at the District. Some of the practices exposed by updating the billing software and format of the actual District bill have highlighted elements which may warrant further consideration.



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

**Date:** October 15, 2018  
**Subject:** District Engineer Report  
**Staff Contact:** Simon Gray, Interim District Engineer

**Recommended Committee Action:**

This item is not reviewed by committee.

**Current Background and Justification:**

The Interim District Engineer declined to provide a written report of projects since the last meeting of the Board.

**Conclusion:**

No action is required this an informational item.

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_.

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

# RLECWD Agenda Item Checklist

## Item 4.2

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

District Engineer's Report

---

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

10/12/18

**Committee Review of Item and Staff Work**

N/A

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18

Hi Tim,

I have no written Interim District Engineer's report for the last month for Monday's Board meeting package, given that little input was needed from us this month.

Thanks

Simon

**Simon N. Gray, P.E., CEng FICE**

Project Manager

Vice President

[simon@coleman-eng.com](mailto:simon@coleman-eng.com)

1358 Blue Oaks Boulevard, Suite 200

Roseville, CA 95678

916-791-1188 office

209-419-3012 cell





## Items for Discussion and Action

### Agenda Item: 4.3

**Date:** October 15, 2018

**Subject:** Exception to Sealed Bid Requirement, Well 17 Destruction

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

#### **Recommended Committee Action:**

The Finance/Admin committee recommends the Board authorize an exception to the sealed bid requirement for contracting to destroy the wells at the Well #17 site.

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

The District is obligated to destroy the main well and two monitoring wells drilled at the Well #17 site. The District began address to this obligation in summer 2017 by budgeting for the work and initiating the informal bid process stipulated by District Policy for work not expected to exceed \$25,000.

The informal bids exceeded \$25,000 (the lowest informal bid was approx.\$30,000). The transitions in General Manager and the resignation of the District engineer then contributed to the cascade of delays in completing the District's obligation.

The interim District Engineer has estimated their charge for completing a bid specification needed for formal bidding is approximately \$17,000. Accordingly, the consequent cost to the District ratepayers for an asset that will never be realized would be at least \$47,000 (\$17K for bid spec and \$30K for well destruction contract).

The District is not required by statute to perform a formal bid process. As such, the District may act to except its own policy for formal bidding. Additionally, the rigid standards applied by Sacramento County Environmental Health for well destruction and their permit process therefor, render the typical elements associated with a competitive bid process and bid specification process substantially unwarranted. This is an emblematic example of the competitive bid process, especially the formal, sealed bid process, effectively increasing overall costs to the ratepayer.

**Conclusion:**

I recommend the Board authorize the exception provided in District Policy 3.08.600 (B) to waive the requirement for formal bidding the Well #17 destruction project, and further direct staff to;

- A. Use the informal bidding requirements provided in Policy 3.08.500 (B), and
- B. Prepare a budget revision to increase the line item for Well #17 destruction project.

**Board Action / Motion**

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

Dills:\_\_\_\_\_ Green:\_\_\_\_\_ Ridilla:\_\_\_\_\_ Henrici:\_\_\_\_\_ Harris:\_\_\_\_\_.

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

RLECWD Agenda Item Checklist

Item 4.3

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

Exception to Sealed Bid Requirement, Well 17 Destruction

10/02/18

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other  
Water or special districts, District Engineer, Legal Counsel then laying out business cases,  
pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

10/05/18

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc  
Committees, to prepare board recommendations

**Formal Legal Counsel Review**

10/11/18

Legal Counsel should have enough time to review all potential legal matters  
for correctness and legality

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18

**3.08.500 Solicitation for Bids.**

**A. Formal Solicitation of Sealed Bids for Expenditures Exceeding \$25,000**

When any expenditure (services, supplies, materials, labor or other valuable consideration to the District) is expected to exceed \$25,000, the District shall publish a notice inviting bids a minimum of ten (10) days prior to the time of receiving bids, in a general circulation newspaper published within the District boundaries. This type of formal bidding process typically includes the issuance of written plans or specifications describing the goods or services to be provided and the receipt of written bids from the vendors or contractors involved. In addition to publication of the notice inviting bids, the Project Manager shall solicit a minimum of three (3) vendors or contractors to bid on the project when it is feasible to do so.

Following Board approval, the Purchasing Agent or designee shall then execute the contract, unless the Board President's signature is required. When required by law, the contract shall be awarded to the lowest responsible, responsive bidder, in accordance with the Public Contract Code. The District shall award all other contracts to the bidder whose bid is in the District's best interests. In situations where the District only receives one responsive bid from the formal solicitation, the District may negotiate with and award the contract to the sole bidder. At its discretion, the District may reject all bids and re-advertise the project.

**B. Informal Solicitation of Bids for Expenditures Not Exceeding \$25,000**

When any expenditure is not expected to exceed \$25,000, the project manager shall solicit a minimum of three (3) vendors or contractors to submit written proposals. Written entries documenting that three written proposals were solicited shall be noted by the Project Manager in the project file. The Purchasing Agent may require additional bids. The Purchasing Agent's approval of the contract (if applicable) is required, unless he or she delegates this approval authority in writing to another District employee.

**3.08.600 Exceptions to Standard Purchasing Procedures.**

**A. Emergency Conditions**

In the case of such an Emergency, the Purchasing Agent may authorize the lead operator, operations supervisor or his or her designee to secure, in the open market, at the lowest obtainable price, any services, supplies, material or labor required to respond to the Emergency, regardless of the amount

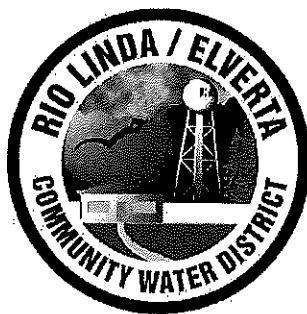
of the expenditure. The purchase order should indicate "Emergency Conditions" with written documentation of the nature of the Emergency and lowest obtainable price information. The Purchasing Agent shall, as soon as possible, provide a full written explanation of the circumstances to the Board.

In the case of a disaster or for civil defense, nothing contained in this Policy shall limit the authority of the Purchasing Agent to make purchases and take such other emergency steps as are or may be authorized by the Board.

**B. Limited Availability/Sole Source**

Occasionally, necessary supplies, material, equipment, or services are of a unique type, are of a proprietary nature, or are otherwise of such a specific design or construction, or are specifically necessary for purposes of maintaining cost-effective system consistency so as to be available from only one source. The Purchasing Agent may dispense with the requirement of competitive bids and recommend negotiating a fair price and making the purchase from a specific business or supplier if: (1) no other supplier can be found after reasonable efforts by District staff to find alternative suppliers; (2) the specific item is integral to repair or enhance existing equipment; (3) only one contractor is capable of providing the required service; (4) the specific item is essential to maintaining District standards or research continuity; or (5) only one source is known for a specialized item of equipment or material. The basis for the sole source recommendation shall be documented in writing on the contract or purchase order and approved, in advance, by the Board for purchases exceeding \$25,000, and the Purchasing Agent or other authorized District employee, under this policy for purchases not exceeding \$25,000.





## Items for Discussion and Action

### Agenda Item: 4.4

**Date:** October 15, 2018

**Subject:** Proposed Revisions to General Manager Employment Agreement

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

#### **Recommended Committee Action:**

This item did not appear on committee agendas in October. This item was discussed at the September 17<sup>th</sup> Board meeting but was not completed due to the unanticipated delay in obtaining Legal Counsel review. Legal Counsel was unexpectedly absent from the September 17<sup>th</sup> meeting.

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

The proposed revisions to the General Manager Employment Agreement are simple and direct. The proposed revisions do not increase the General Manager's compensation. The proposed revisions decrease and condition the life insurance benefit, delete the provisions for Administrative Leave and clean up the previous language regarding probation and performance reviews.

#### **Conclusion:**

I recommend the Board approve the proposed revisions to the General Manager Employment Agreement and authorize execution of the revised agreement.

#### **Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_

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

# RLECWD Agenda Item Checklist

## Item 4.4

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

Proposed Revisions to General Manager Employment Agreement

---

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other  
Water or special districts, District Engineer, Legal Counsel then laying out business cases,  
pros and cons, options and recommendations based on best information available, etc.

10/12/18

**Committee Review of Item and Staff Work**

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc  
Committees, to prepare board recommendations

10-5-18

**Formal Legal Counsel Review**

Legal Counsel should have enough time to review all potential legal matters  
for correctness and legality

10-11-18

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18

**EMPLOYMENT AGREEMENT**  
**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT**  
**DISTRICT GENERAL MANAGER**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into this 17th day of September 2018 ("Effective Date"), by and between the Rio Linda Elverta Community Water District, a California county water district (the "District") and Timothy Shaw ("Employee"), an individual. ~~The first day of duty is December 4<sup>th</sup>, 2017~~ This Agreement supersedes the prior agreement, Dated Dec. The District and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

**RECITALS**

A. The District has created the position of District manager ("General Manager"), pursuant to Water Code section 30540(a), to be the administrative head of the District government under the direction and control of the District's Board of Directors ("Board"); and

B. ~~The District Board has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants; and conducted a performance evaluation of the Employee, and determined the Employee has successfully completed the probation period.~~

~~C. The Board has evaluated Employee's knowledge, experience, administrative skills and abilities, as evidenced in his professional background and has determined that Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager;~~

~~D.~~

~~E.C. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq. to appoint Employee as the General Manager for the District to implement revisions and improvements to the prior agreement.~~

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

**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 9 of this Agreement, Sections 1 through 9 shall prevail.

**Section 2. Appointment of General Manager, Duties and Term**

**Section 2.1 Appointment of General Manager.** The Board hereby appoints Employee to the position of General Manager, in and for the District, to perform the function and duties of the General Manager as specified in this Agreement, and Employee accepts such appointment and employment pursuant to the terms of this Agreement.

**Section 2.2 Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of the Parties ("Term"), as outlined in Section 5 of this Agreement.

**Section 2.3. General Manager Duties.** For the Term, Employee shall perform the functions of the General Manager position in accordance with Water Code sections 30580 and 30581, the terms of this Agreement, and the District's General Manager job description which is attached hereto as **Exhibit A**. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:

A. Under administrative direction of the Board, Employee shall be in charge of the administrative public relations, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the District.

B. Employee does not have authority to enter into any contract in excess of ten thousand Dollars (\$10,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to twenty-five thousand dollars (\$25,000.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance or any modification thereto, which sets forth the General Manager's contracting authority.

C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions. However, Employee shall not have the authority to alter the job position or compensation of any employee without express permission and consent of the Board.

D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Rio Linda Elverta Community Water District, attached (Exhibit A). Employee represents to have the time, skill and background in order to properly effectuate those job duties.

**Section 2.4 No Secondary Employment.** Employee agrees to devote all of his or her productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he or she may see fit; and further provided that such volunteer services shall not interfere with his or her duties as General Manager.

**Section 2.5 Exempt Position.** The position of General Manager is an exempt position for

purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). The general business hours for District employees are Monday through Friday, 7:00 a.m. to 4:00 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

**Section 2.6 At-Will Employment.** Employee is an "at will" employee serving at the pleasure of the Board, as provided in Water Code section 30544. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board.

~~**Section 2.7 Probationary Period.** Employee shall be subject to a six (6) month probationary period, commencing on the Effective Date of this Agreement, during which period the District may terminate Employee at any time, with or without notice, for cause or for the convenience of the District.~~

**Section 2.8-7 No Property Right in Employment.** Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

**Section 2.9-8 No Membership in Bargaining Unit.** Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees

### **Section 3. Compensation.**

**3.1 Base Salary.** Employee shall be paid at a rate of One Hundred Eight Thousand One Hundred Fifty Dollar (\$108,150.00, effective January 24, 2018) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the District pays, and the Employee receives for Employee's services under this Agreement. An annual COLA will be automatically applied on December 1<sup>st</sup> each year, equal to the Consumer Price Index of Western Cities published by the Bureau of Labor Statistics with implicit price deflator as published by Bureau of Economic Analysis and not to exceed 3% in any one year. In addition, an annual performance evaluation will be completed each May/June; and a merit increase may be awarded by the Board of Directors.

**3.2 Pro rata Decrease.** Employee acknowledges that the Base Salary may be subject to a pro rata decrease based on the Board's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

**Section 3.3 Health, Dental, and Vision Insurance Benefits.** During the Term of this Agreement, effective on January 22, 2018 the District agrees to contribute to basic medical insurance premiums, including dental and vision in the following manner: the District will pay one hundred percent (100%) of the premium for the Employee plus three eligible dependents.

**Section 3.4 Life Insurance.** The District shall pay for term life and accidental death and dismemberment insurance coverage for Employee with a death benefit equal to Employee's Base Salary, as provided in Section 3.1 of this Agreement, \$50,000 as part of group coverage for all full-time District employees. The District's obligation to provide life insurance coverage is subject to the availability of group coverage at reasonable rates for all full-time, regular employees.

**Section 3.5 Retirement Benefits.** The District participates in the Public Employees Retirement System ("CalPERS"). Employee is considered as a "New Member" under Government Code Section 7522.04 and is eligible for the Tier 2% @ 62 retirement formula.

**Section 3.6 Deferred Compensation.** Employee may enroll in the Deferred Compensation Plan. The District will contribute one percent (1%) of his Base Salary on an annual basis either throughout the year or annually, as determined by the District in addition to Employee's Base Salary.

**Section 3.7 Vacation Leave.** Employee shall accrue vacation leave at a rate of 4 hours per semimonthly pay period, or up to a maximum of ninety-six (96) hours per year. The Employee may accrue up to a total of two hundred forty (240) hours of vacation leave. Once Employee accrues the maximum two hundred forty (240) hours of vacation leave, no additional accrual will occur until Employee's bank of vacation leave is reduced below two hundred forty (240) hours. The employee may opt to sell unused vacation, once annually, at the rate of pay at time of sellback not to leave a balance less than forty (40) hours.

**Section 3.8 Sick Leave.** Employee shall accrue sick leave at a rate of 4 hours for every biweekly pay period, up to a maximum of two hundred forty (240) hours. Employee shall begin accruing sick leave on the first day of his employment with the District. Sick back is not permitted to be sold back.

~~**Section 3.9 Administrative Leave.** In recognition of the employee's responsibilities for attending meetings outside of normal working hours, the employee shall accrue 3 days (24 hours) of administrative leave on January 1<sup>st</sup> of each calendar year. Administrative leave shall not accrue from year to year and shall not be eligible for cash out upon termination of employment. Any unused administrative leave available as of December 31<sup>st</sup> each year will be deleted.~~

**Section 3.10 Cellular Phone.** The District shall provide Employee with a cellular phone for the Term of the Agreement, which shall be used for business calls. The District shall not be responsible for charges or fees incurred by Employee's use of the cellular phone for personal purposes.

**Section 3.101. Holidays.** Employee shall be entitled to observe, with pay, the observed holidays outlined in the District's Personnel [Rules Handbook](#).

**Section 3.12. District-Related Business Travel Reimbursement.** Employee's duties require that he or she have continuously available transportation for District business or other related purposes. A District owned vehicle is typically available for such travel. If Employee uses his own vehicle for District-related business due to convenience or unavailability of a District owned vehicle, the District shall reimburse Employee for any District-related business travel at the Internal Revenue Service ("IRS") mileage rate, which may change from time to time.

**Section 4. Performance Evaluation.** ~~For the first year of this Agreement, performance evaluations shall be conducted following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance~~ Performance evaluations, shall be conducted annually in ~~December~~ September of each year. The process, at a minimum, shall include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, and (C) present a written summary of the evaluation results.

## **Section 5. Termination of Employment and Severance.**

**Section 5.1. Voluntary Resignation.** Employee may resign at any time and agrees to give the District at least forty-five (45) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide at least four (4) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

**Section 5.2. Termination by the Board.** The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time with or without cause by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

**Section 5.3. Termination Without Good Cause.** In the event the District terminates this Agreement without cause, the District shall pay Employee a sum equal to three (3) months Base Salary ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code

section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his or her cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

**Section 5.4. Termination For Good Cause.** The District may at any time immediately terminate this Agreement for Good Cause as defined in this Section 5.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Nonperformance of duties;
7. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
8. Repeated and protracted unexcused absences from General Manager's office and duties;
9. Willful destruction or misuse of District property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
11. Willful violation of federal, state or District discrimination laws;
12. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
13. Refusal to take or subscribe any oath or affirmation which is required by law; or
14. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of General Manager, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend



Employee with full pay and benefits at any time during the Term of this Agreement.

**Section 6. Indemnification.** The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Government Code § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

**Section 7. Notices.** Any notice or communication required hereunder between the District and Employee 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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 the District	Rio Linda Elverta Community Water District 730 L Street Rio Linda, CA 95673 Tel: (916) 991-1000
--------------------	--

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

If to Employee:	Timothy Shaw 1378 Eagle Lane Olivehurst, CA 95961
-----------------	---

**Section 8. Exhibits.** All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A	Job Description
Exhibit B	Health Insurance Benefits
Exhibit C	Personnel Policy

**Section 9. General Provisions**

**Section 9.1 Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

**Section 9.2 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.

**Section 9.3 Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**Section 9.4 Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**Section 9.5 Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

**Section 9.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**Section 9.7 Venue.** Venue for all legal proceedings shall be in the Superior Court of California for Sacramento County.

**Section 9.8 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.

**Section 9.9 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.

**Section 9.10 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.

**Section 9.11 Supersedes Prior Agreements.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**Section 9.12 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**Section 9.13 Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

**Section 9.14 Headings.** The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

**Section 9.15 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.

**Section 9.16 Necessary Acts and Further Assurances.** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**Section 9.17 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 EMPLOYEE and the DISTRICT as of January 22, 2018.

**DISTRICT:**

Rio Linda Elverta Community Water District,  
a California county water district

**EMPLOYEE:**

By: \_\_\_\_\_  
Mary Harris, President

By: \_\_\_\_\_  
Timothy R. Shaw, an individual

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

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

Approved as to Form and Content:

By: \_\_\_\_\_  
Barbara A. Brenner, District General  
Counsel

## EXHIBIT A

### **GENERAL MANAGER/BOARD SECRETARY**

#### **GENERAL STATEMENT OF DUTIES:**

As the statutory chief executive officer, performs high level administrative, technical and professional work in directing and supervising the administration and operations of the District.

#### **SUPERVISION RECEIVED:**

Works under the broad policy guidance of the Board receiving direction only through a vote taken by the Board.

#### **SUPERVISION EXERCISED:**

Exercises supervision over all District employees either directly or through subordinate supervisors.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Has full charge and control of the administration, maintenance, operation, and construction of the water-works system of the district; manages and supervises all operations of the District to achieve goals within available resources.

Prescribes the duties of District employees and fixes and alters the compensation of employees subject to approval by the board; plans and organizes workloads and staff assignments; trains, motivates and evaluates immediate subordinates; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short and long range plans; Provides professional advice to the Board of Directors; gathers, interprets, and prepares data for studies, reports and recommendations; communicates official plans, policies and procedures to staff and the general public.

Advises the Board of financial conditions and current and future District needs; as chief fiscal officer, (a) prepares the annual budget for Board consideration and adoption, and maintains proper budgetary control through the establishment and maintenance of a budgetary accounting system in a manner consistent with state law; and (b) prior to the issuance of checks to pay demands made against the District, reviews and approves such demands as required under the Government Code.

Acts as agent of the Board of Directors in relationships with other consultants, contractors, engineers, legal counsel, accountants, and auditors employed and retained by the District.

Acts as representative of the District in working with county, regional, state and federal agencies concerned with water and construction projects.

Acts as the District's public relations officer, endeavoring to keep the community informed of the District's efforts to operate and maintain an efficient program.

Acts as the purchasing agent of the District, developing specifications for purchases and assuring conformance to District purchasing policy.

Serves as custodian of official District records and public documents; performs certification and recording

for the District as required on legal documents and other records requiring such certification; seals and attests by signature to ordinances, resolutions, and contracts, easements, deeds, bonds or other documents requiring District certification.

Attends all meetings of the Board and committees; addresses all matters coming before the Board and, to such extent reasonably possible, prepares written reports on all matters coming before the Board; oversees an accurate recording of the proceedings, preparation of the minutes proper legislative terminology, recording, indexing and filing for the public record; distributes information as requested.

Prepares or supervises the preparation of agendas, materials, minutes and records of meetings.

Oversees the compilation of resolutions and ordinances into the District policy manual.

Prepares and advertises meeting agendas, bid and other advertisements, and legal notices of public hearings and special meetings.

Performs the duties of Administrative Assistant and Operations Superintendent as needed.

#### **PERIPHERAL DUTIES:**

Attends local, regional and national meetings, seminars and workshops related to duties and responsibilities.

Accepts claims for damages and other legal papers served on the District. Assures the proper response to complaints regarding water quality, leaks, pressure loss or no water and to complaints regarding billings; explains findings to property owners if necessary; makes adjustments to billings when appropriate.

#### **DESIRED MINIMUM QUALIFICATIONS**

##### Education and Experience:

Graduation from an accredited four-year college or university with a degree in public administration, political science, business management or a closely related field; seven (7) years of experience as a manager or assistant manager in a California governmental agency operating a water utility (a masters degree or registration as a professional engineer may be substituted for two years of experience); possession of a current California Department of Health Water Treatment Operator Grade II ( or higher) certificate or the ability to obtain one within one year of employment; possession of a valid Class C California driver's license or the ability to obtain one within one (1) month of employment.

##### Necessary Knowledge, Skills and Abilities:

Considerable knowledge of modern policies and practices of public administration; working knowledge of utility law, finance, human resources, and management; skill in preparing and administering public agency budgets; skill in planning, directing and administering governmental programs; ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, officials and the public; some knowledge of civil engineering principles, practices and methods as applicable to a water utility setting; working knowledge of applicable laws, standards and regulations relating to construction, inspection, safety and traffic control; skill in reading and interpreting construction drawings, plans and specifications.

**SPECIAL REQUIREMENTS:**

Must be bondable.  
Must pass a drug screening test.  
Must pass pre-employment physical.

**TOOLS AND EQUIPMENT USED:**

Requires frequent use of personal computer (including a local area network, data base and word-processing and spreadsheet programs), calculator, telephone, copy machine, fax machine, motor vehicle and mobile radio.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various construction sites or facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

**SELECTION GUIDELINES:**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required; driving records will be evaluated; drug screening is mandatory, as is a physical to determine capability to meet the physical demands of the job.



**GENERAL**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Anything contained within this job description which conflicts with state law or Chapter 2.10 of the Policy Manual is invalid.



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

**Date:** October 15, 2018

**Subject:** Revision to District Policy on Backflow Device Requirements

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

**Recommended Committee Action:**

The Finance and Administrative Committee recommended the proposed revision to the District Policy on backflow device requirements be approved by the Board at the October 15<sup>th</sup> meeting.

**Current Background and Justification:**

The current District Policy requires a backflow device on all new construction with fire sprinkler systems. However, one of the design options under the building code adopted for residential construction after January 1, 2011 encourages a passive purge design for the intended purpose of eliminating the mandates and necessity for backflow devices. A backflow device is not justified if the residential fire sprinkler plumbing is designed to implement regular, routine flushes of the water in the sprinkler system piping, e.g. every toilet flush and washing machine cycle.

Most, if not all water purveyors in our region have already modified their backflow device requirements to eliminate backflow devices where the residential fire sprinkler system is designed and constructed with the passive purge element.

In general, specific plumbing standards are not necessarily prescribed via District Policies. For example, you don't have a District Policy to establish where gate valves should be used instead of globe valves.

**Conclusion:**

I recommend the Board approve the revision to the District's backflow device requirements, 4.09.110 and further direct staff to transfer the residential fire sprinkler backflow device requirements to the Operations Manual.

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_.

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

# RLECWD Agenda Item Checklist

## Item 4.5

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning Issues or state of emergency

Revision to District Policy on Backflow Device Requirements

---

10/04/18

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

10/08/18

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

N/A

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18

#### 4.09.100 BACKFLOW PREVENTION POLICY

**4.09.110 Private Sources of Supply That Require Backflow Prevention Devices.** The public water supply system must at all times be isolated from private sources that have the potential for cross-connection or the potential for contamination. Abandonment of the private source of supply or other potential cross-connection condition pursuant to an approved well abandonment permit, building permit or other appropriate permit issued by the County of Sacramento shall be allowed at the sole discretion of the District in lieu of installation of a backflow prevention device in accordance with these regulations. A cross-connection or backflow prevention device shall be required at the service connection on the customer side of the water meter if any of the following conditions exist:

1. An auxiliary water supply is on the parcel or serving the parcel receiving water from the District's water system;
2. The facility handles any substance under pressure in such a fashion as to permit the substance to possibly enter into the District water system, including water originating from the District water system;
3. The facility or parcel has more than one service connection;
4. The facility has or has the potential for a cross-connection that could result in the pollution or contamination of the District's water system;
5. The structure or structures are used for commercial, industrial or institutional purposes, or has multiple use capabilities;
6. The parcel or facility is used for a business purpose determined by the District to have the potential for a cross-connection that may result in the pollution or contamination of the District's water system;
7. ~~The structure has a fire sprinkler system or t~~The parcel has a dedicated irrigation system and/or private fire hydrant;
8. The parcel or facility as determined by the Board of Directors has the potential for cross-Connection.



**Items for Discussion and Action**  
**Agenda Item: 4.6**

**Date:** October 15, 2018

**Subject:** Consider Appointing Debra Vierra as a member of the District's designated negotiating team for renewal of the MOU with Teamster Local 150.

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

**Recommended Committee Action:**

N/A – This item was not discussed at any standing committee. This item was recommended by Legal Counsel.

**Current Background and Justification:**

In response to input and feedback provided to the MOU Renewal Ad Hoc Committee, Legal Counsel recommends the Board formally appoint Debra Vierra (Churchwell White) as a designated member of the negotiating team.

**Conclusion:**

I recommend the Board appoint Debra Vierra as a designated member of the negotiating team for the purpose of negotiating a renewal MOU with Teamster Local 150.

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

# RLECWD Agenda Item Checklist

## Item 4.6

Date

**Initial Potential Meeting Date**

10/15/18

Circle High/Medium/Low priority of Item and Identify if in line with Mission/  
Goal/Strategic Planning issues or state of emergency

Consider Appointing Debra Vierra as a member of the District's designated negotiating team for renewal of the MOU with Teamster Local 150.

---

10/05/18

**Staff Work Completed**

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

**Committee Review of Item and Staff Work**

10/05/18

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

**Formal Legal Counsel Review**

10-5-18

Legal Counsel should have enough time to review all potential legal matters for correctness and legality

**GM Review**

10/12/18

**Actual Meeting Date Set for Agenda Item**

10/15/18



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

**Date:** October 15, 2018

**Subject:** Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.

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

**Recommended Committee Action:**

N/A – This is a standing item on regular meeting agendas.

**Current Background and Justification:**

District Policy 2.01.065 stipulates the Board of Directors must confirm any proposed Board Member Assignments. Additionally, Board authorization of Board Member participation is required for Board Member compensation in accordance with Water Code Section 30507 and District Policy 2.01.050.

**Conclusion:**

N/A.

**Board Action / Motion**

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

Dills: \_\_\_\_\_ Green: \_\_\_\_\_ Ridilla: \_\_\_\_\_ Henrici: \_\_\_\_\_ Harris: \_\_\_\_\_.

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



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

**Date:** October 15, 2018

**Subject:** District Reports

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

**1. DISTRICT ACTIVITY REPORT**

- a. Operations Report
- b. Conservation Report



# RIO LINDA/ELVERTA C.W.D. 2018

## REPORT OF DISTRICT OPERATIONS

### SOURCE WATER DATA

33

#### Water Production (Million Gallons)

January	February	March	April	May	June	Year To Date
34.8	34.5	36.5	43.7	78.5	102.9	
34,761,308	34,533,300	36,538,945	43,675,247	78,471,746	102,941,005	
July	August	Sept.	Oct.	Nov.	Dec.	
121	110.3	90.1				652.30
120,520,384	110,291,459	90,094,177				
Gallons = Multiply M.G. by: 1,000,000			<b>Monthly Total</b>		Gallons	
			90,094,177		651,827,671	
Cubic Feet = Divide gallons by: 7.48			12,044,676		Cubic Feet	
			120,447		87,142,723	
Hundred Cu Ft. = Divide cu. ft. by: 100			276.51		Hundred Cubic Feet	
					871,427	
Acre Ft. = Divide gallons by: 325,829					Acre Ft.	
					2,001	

### DISTRIBUTION SYSTEM DATA

Water Quality Complaints		Complaints Total (Low Psi Complaints)				Year To Date
January	February	March	April	May	June	
1	1	1	3 (3)	1	1 (1)	
July	August	Sept.	Oct.	Nov.	Dec.	
1 (1)	1 (1)	1 (1)				11

#### New Services

New Construction	0	5
Existing Homes	0	0
Paid prior to increase. (2 not installed)	0	0
<b>Total of Service Connections to Date -----&gt;</b>		<b>4636</b>

#### Distribution System Failures

Deterioration September 1 thru 30	9	53
Damaged September 1 thru 30	1	5

#### Bacteriological Sampling

Routine	16	156
Raw Water Well Samples	11	35

#### September 1, 2018 - September 30, 2018

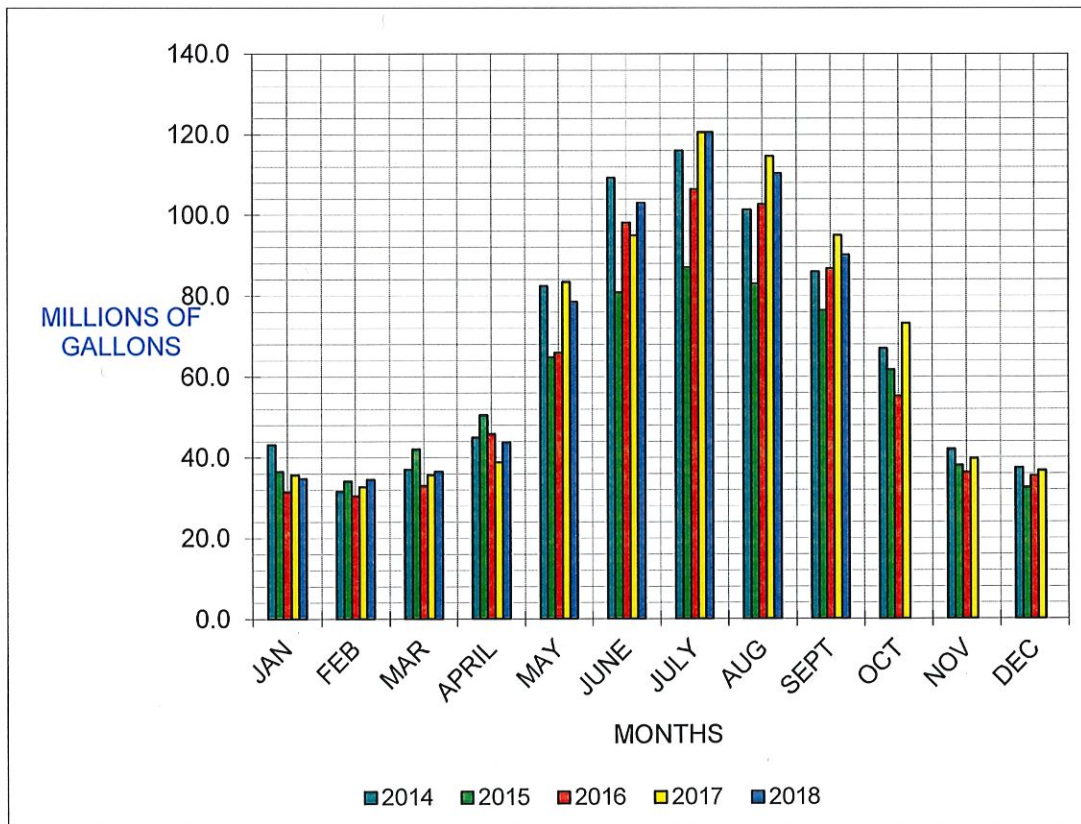
<b>10 - Distribution leaks repaired by District staff, 0 - by Contractor or with contractor assistance.</b>		
<b>Work Orders Issued - 108</b>	<b>Work Orders Completed - 30</b>	<b>USA's Issued - 110</b>
Change Out Meter - 75	Change Out Meter - 3	
Conservation - 3	Conservation - 2	
General Complaint - 1	General Complaint - 1	
Flow Test - 4	Flow Test - 4	
Get Current Read - 1	Get Current Read - 1	
Line Leak - 3	Line Leak - 3	
Other Work - 2	Possible Leak - 11	
Possible Leak - 14	Pressure Complaint - 1	
Pressure Complaint - 1	Tag Property - 1	
Tag Property - 1	Turn Off Service - 1	
Turn Off Service - 1	Turn On Service - 1	
Turn On Service - 1	Usage Complaint - 1	
Usage Complaint - 1		

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

### WATER PRODUCTION

2014 \ 2018

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2014	2015	2016	2017	2018	Avg.	2014	2015	2016	2017	2018
JAN	43.2	36.5	31.5	35.6	34.8	36.3	0.0	0.0	0.0	0.0	0.0
FEB	31.6	34.1	30.5	32.7	34.5	32.7	0.0	0.0	0.0	0.0	0.0
MAR	37.0	42.0	33.0	35.6	36.5	36.8	0.0	0.0	0.0	0.0	0.0
APRIL	45.0	50.5	45.8	38.8	43.7	44.8	0.0	0.0	0.0	0.0	0.0
MAY	82.4	64.8	65.9	83.4	78.5	75.0	0.0	0.0	0.0	0.0	0.0
JUNE	109.2	80.8	98.0	94.9	102.9	97.2	2.8	0.0	0.0	0.0	0.0
JULY	116.0	87.0	106.4	120.5	120.5	110.1	0.0	0.0	0.0	0.0	0.0
AUG	101.3	83.0	102.6	114.6	110.3	102.4	0.0	0.0	0.0	0.0	0.0
SEPT	85.9	76.4	86.7	94.9	90.1	86.8	0.0	0.0	0.0	0.0	0.0
OCT	67.0	61.7	55.2	73.2		64.3	0.0	0.0	0.0	0.0	
NOV	42.0	38.0	36.3	39.7		39.0	0.0	0.0	0.0	0.0	
DEC	37.4	32.5	35.4	36.7		35.5	0.0	0.0	0.0	0.0	
<b>TOTAL</b>	<b>798.0</b>	<b>687.3</b>	<b>727.3</b>	<b>800.6</b>	<b>651.8</b>	<b>753.3</b>	<b>2.8</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>



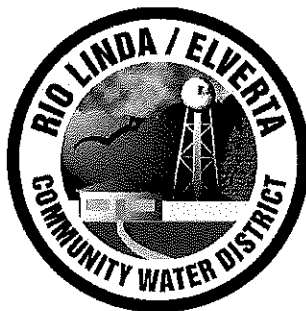


## Conservation Report *September 2018*



<b>Supplies (kits):</b>	Shower heads (0), Kitchen Aerators (0) Bathroom Aerators (0) Nozzle (0) Timer (0) Toilet Tablets (6)
<b>Water Waste (calls, emails, letter, leaks detected/fixed):</b>	3 water waste email sent Called 11 customers for possible leaks using the AMI system 2 Leak Follow-up calls 8 Fixed leaks Hung 1 Conservation Tag
<b>Water Schedule:</b>	N/A
<b>Surveys:</b>	<b>0</b>
<b>Rebates:</b>	<b>Toilets: 2 Washing Machines: 0</b>
<b>Workshops, Webinars, Meetings:</b>	Attended RWA meeting Shadowed a Water Wise House Call with the conservation coordinator at City of West Sacramento
<b>Fines:</b>	NONE
<b>Other Tasks:</b>	<ul style="list-style-type: none"><li>● Updated and revised the letters send to customers regarding: Leak Letters, and high usage.</li><li>● Assisted with payments, and new customers.</li><li>● Sent letters out for possible leaks using the AMI system.</li><li>● Completed work orders</li><li>● Created Welcome Kits and Retro-fit Kits</li><li>● Created Kids Kit for the Country Faire</li><li>● Counted inventory for the Country Faire</li><li>● Sent out thank you letters for fixed leaks</li><li>● Updated Toilet Rebate form</li><li>● Updated Retrofit Kit form</li><li>● Contributed a Conservation tip to the WaterWays Newsletter</li></ul>

<b>Grant Updates:</b>	N/A



## Information Items Agenda Item: 5.2

**Date:** October 15, 2018

**Subject:** Board Reports

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

### 2. BOARD REPORTS

- a. Announce ad hoc committee(s) dissolved by requirements in Policy 2.01.065
- b. Regional Water Authority – Henrici, Shaw
- c. Sacramento Groundwater Authority – Green, Harris
- d. LAFCO – Green
- e. Planning Committee – Dills, Harris
- f. Finance / Administrative Committee – Ridilla, Henrici
- g. ACWA/JPIA – Green, Harris
- h. Ad Hoc Committee's
  1. MOU Negotiations – Dills, Harris
  2. GM Contact Revision –Henrici, Ridilla
- i. Other Reports

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

**Thursday, October 18, 2018; 10:00 a.m.**

5620 Birdcage Street, Suite 110

Citrus Heights, CA 95610

(916) 967-7692

**Agenda**

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.

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. 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 in the customer service area of the Authority's Administrative Office at the address listed above. 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 Executive Director of the Authority at (916) 967-7692. 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 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**

Minutes of August 9, 2018 meeting

**Action: Approve August 9, 2018 meeting minutes**

**4. CHECK SIGNING AUTHORITY POLICY 400.5**

Information Presentation: John Woodling, Executive Director

**Action: Approve Check Signing Authority Policy 400.5**

**5. GROUNDWATER MANAGEMENT PROGRAM UPDATE**

Information Update: Rob Swartz, Manager of Technical Services

**6. SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) UPDATE**

Information Update: John Woodling, Executive Director

**7. APPOINTMENT OF NOMINATIONS COMMITTEE FOR 2019 SGA OFFICERS**

**Action: Chair Foster to Appoint Nominations Committee for 2019 SGA Officers**

**8. EXECUTIVE DIRECTOR'S REPORT**

**9. DIRECTORS' COMMENTS**

## **ADJOURNMENT**

**Next SGA Board of Director's Meeting** – December 13, 2018, 9:00 a.m.,  
RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights.



## 1. CALL TO ORDER

Chair Foster called the meeting of the Board of Directors to order at 9:00 a.m. at the Regional Water Authority/Sacramento Groundwater Authority office. Individuals in attendance are listed below:

### Board Members

S. Audie Foster, California American Water  
George "Roy" Leidy, Carmichael Water District  
Caryl Sheehan, Citrus Heights Water District  
Noelle Mattock, City of Sacramento  
Darrell Eck, County of Sacramento  
Rich Allen, Del Paso Manor Water District  
Paul Schubert, Golden State Water Company  
Brett Gray, Natomas Central Mutual Company  
John Wingerter, Orange Vale Water Company  
Paul Green, Rio Linda/Elverta Community Water District  
Pam Tobin, San Juan Water District

### Staff Members

John Woodling, Rob Swartz, Nancy Marrier, Monica Garcia and Chris Sanders, legal counsel

### Others in Attendance

Greg Zlotnick, Doug Carlson, Tom Gray, Debra Sedwick, Dan York, Dave Jones, Sergio Guillen, Joe Duran, Chelsea Spier, Linda Dorn, Hilary Straus, Al Dains and David Gordon

## 2. PUBLIC COMMENT

Doug Carlson, Media Impact Training, introduced himself. Mr. Carlson stated that water is the biggest issue for our generation and future generations and he would like to help people who manage and control our water to tell their stories through media interviews.



Mr. Woodling introduced Chelsea Spier with the DWR. Ms. Spier recently moved to the Department of Water Resources North Central Region office and will be managing our grant to complete the Groundwater Sustainability Plan.

### **3. CONSENT CALENDAR**

The minutes of the June 14, 2018 meeting

Motion/Second/Carried (M/S/C) Mr. Schubert moved, with a second by Mr. Eck, to approve the June 14, 2018 SGA Board minutes. The motion carried by the unanimous voice vote of all directors present.

### **4. GROUNDWATER MANAGEMENT PROGRAM UPDATE**

Rob Swartz, Manager of Technical Services, provided an update on activities relevant to the groundwater management program including groundwater elevations in the basin, groundwater substitution transfers occurring in the basin this year and some highlights on SGMA. Monitoring was increased in six wells to understand what was happening in the basin through the dry conditions. Monthly monitoring has been maintained in those wells following the end of drought conditions. He showed an overview of wells that are representative for the geographic areas. A history of the wells from January 2012 to the present included a USGS well, an inactive SSWD production well, Chuck Wagon Park well near West El Camino Avenue, and two wells that SGA constructed on the American River with a Department of Water Resources grant. The data assists staff to understand the relationship between the groundwater basin and the surface water systems at these locations as flows and water elevations are monitored.

Mr. Swartz then gave background on groundwater substitution transfers. Groundwater substitution transfers occur when an agency uses groundwater in place of existing surface water rights. The transferring agency demonstrates that groundwater is being extracted in excess of a baseline amount of use. A baseline is typically determined by operations in three previous normal years, and the typical conveyance window for transfers is July 1 through September 30. Transfers depend on state and federal conveyance systems having adequate capacity. Agencies that are involved in 2018 Groundwater Substitution Transfers include San Juan Water District, Fair Oaks Water District, Citrus Heights Water District, Carmichael Water District, City of Sacramento and Sacramento Suburban Water District.

Mr. Woodling, Executive Director, noted that there are times when we have adequate surface water supplies and other parts of the state need water. If there is capacity to move water, it provides an opportunity to bring in dollars that help to build some of the facilities that are going to potentially serve us in the future. When there is a potential surface water shortage in the future, we will have facilities built to have more groundwater capacity. Through SGA we are managing and monitoring the basin to ensure we are not having negative impacts for those who aren't

participating in the transfers or harming ourselves in the long term because our groundwater basin is not healthy in the years we need it.

After discussion it was agreed that a Groundwater Management Program Update will be presented at all future SGA Board meetings to include reports on the monitoring wells and determine any drops in the wells and what the rate of recovery was.

Prior to executing an agreement with the Department of Water Resources (DWR), SGA is required to file our initial notification to prepare a GSP. The GSP group is interested in a basic website that will be available to the public that will provide information on the five Groundwater Sustainability Agencies (GSAs), including maps with a link to the individual GSAs.

## 5. SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) UPDATE

John Woodling reported that staff continues to track all aspects of the regulatory implementation of SGMA. One of the recent activities of DWR was the release of draft modifications to groundwater basin priority levels. The draft modification reduced the number of basins subject to GSP requirements, because there are small areas in on the edge of adjudicated basins that were dropped down to low priority. Some basins moved from low to medium because of water quality concerns. Recall that basins ranked high or medium are required to comply with SGMA, and compliance is voluntary for low and very low priority basins. The priority of the North American and neighboring basins did not change. Staff continues to stay engaged with ACWA and DWR. SGA has a strong voice in the legislation on SGMA including the regulations.

DWR is still reviewing alternatives that were submitted as GSP alternatives.

## 6. EXECUTIVE DIRECTOR'S REPORT

**Legislative/Regulatory Update** – Staff is closely engaged with ACWA on legislation and regulatory changes that will promote and streamline groundwater recharge. An ACWA workgroup has held several meetings with State Water Resources Control Board (SWRCB) staff to pursue administrative changes that will make acquiring water for groundwater recharge easier. SWRCB staff recently provided a draft process for temporary water rights permits for consideration. AB 2649 (Arambula) would make statutory changes for temporary water rights permits. A working group of the ACWA State Legislative Committee developed amendments that allowed ACWA to take a “support if amended” position. AB 2649 makes some statutory changes for getting temporary water rights permits to recharge groundwater. We are trying to find the balance between getting water into the ground to reach groundwater sustainability and not impacting anyone's surface water rights.

There has been an attempt to change the definition of water rights so that just taking surface water and recharging it into groundwater can be a beneficial use of water. In our area when we take surface water and replace groundwater (in lieu recharge), that is a direct beneficial use.

**SGA Outreach** – SGA was formed 20 years ago in 1998. To celebrate this milestone, we will hold a luncheon event on October 18, 2018. The SGA Board meeting has been rescheduled to October 18<sup>th</sup> and will begin at 10:00 a.m. The 20<sup>th</sup> Anniversary event will follow at 11:30 a.m. at the North Ridge Country Club. SGA is engaged in other activities to mark this anniversary, including preparing and submitting an application for the Governor’s Environmental and Economic Leadership Award (GEELA), and sponsoring lunch at the upcoming GRA Western Groundwater Congress. We are also planning to brief the boards/councils of the four JPA signatories; Sacramento, Folsom, Citrus Heights, and Sacramento County.

**Human Resources Policy Updates** – Pursuant to the management agreement between RWA and SGA, staff members are directly employed by RWA even when performing SGA work. While SGA has become a CalPERS contracting employer, we have maintained all other aspects of the RWA-SGA agreement. RWA has recently selected a human resources consultant, and will be conducting a number of activities over the next two years, including updating the employee manual, considering alternatives for retiree health insurance benefits, and focusing on succession planning. Mr. Woodling will keep the SGA Board informed of progress on these activities.

**Financial Documents** – The financial reports for the period ending June 30, 2018 were included in the packet.

## 7. DIRECTORS’ COMMENTS

Mr. Leidy, Carmichael Water District thanked Mr. Wallace for his support and time on the board.

Ms. Tobin said that SJWD has been working with PCWA on sharing information so that the agencies can assist each other. On October 26<sup>th</sup> ACWA Region 4 is hosting a presentation and a tour that focuses on Folsom Lake and the impact that it has on the region. Notices will be sent out with information on how to register and participate.

Mr. Zlotnick said that SJWD received a letter from the Bureau of Reclamation regarding the proposed Water Quality Control Plan. The proposal is being assessed to determine whether the proposal is inconsistent with Congressional directive. He said there is a distinction under CVP from 1992 that basically elevated Fish and Wildlife into a purpose the same as delivering water. The letter argues that the State’s plan as a restoration effort incorrectly elevates restoration.

Chair Foster reminded everyone of the date and time change for the October SGA Board meeting.

**Adjournment**

With no further business to come before the Board, Chair Foster adjourned the meeting at 10:23 a.m.

By:

---

Chairperson

Attest:

---

Nancy Marrier, Finance and Administrative Services Manager

OCTOBER 18, 2018

**TO: SACRAMENTO GROUNDWATER AUTHORITY BOARD**

**FROM: JOHN WOODLING**

**RE: EXECUTIVE DIRECTOR'S REPORT**

- a. **Legislative/Regulatory Update** – The 2017-18 Legislative session came to an end on August 31, 2018, and the deadline for the Governor's signature (or veto) on bills has passed. AB 2649 (Arambula) was originally a bill to streamline the water rights permitting for replenishment of groundwater. The bill was gutted and amended to another purpose at the end of session. No doubt additional legislation related to groundwater replenishment will emerge next year.

The State Water Resource Control Board has proposed an administrative process to expedite permits to obtain water rights for groundwater replenishment during high streamflow periods. Staff is working with an AWCA workgroup to engage with the SWRCB on the issue.

- b. **SGA Outreach** – Mr. Woodling chaired the meeting of the ACWA Groundwater Committee on September 20<sup>th</sup> and attended the meeting of the ACWA Agriculture Committee on September 19<sup>th</sup>, both in Bakersfield. Mr. Woodling will speak on a panel on groundwater recharge at the ACWA Fall Conference on November 28, 2018. SGA staff attended the Groundwater Resources Association's Western Groundwater Conference and sponsored the Awards Luncheon on September 26, 2018.

October 5, 2018

RLECWD Planning and Project Committee Meeting

41

Meeting was opened at 2:00 pm by Director Dills

Public Comment: None

RLECWD members present were G.M. Tim Shaw, Directors Mary Harris and Brent Dills.

Also Present: Rob Smith, Elverta Owners Group, Ken Giberson, Consulting Engineer for Elverta Specific Plan Owner's Group.

**1) Review the District's inactive service charge policies and practices with respect to the sufficiency of the requests for waivers.**

The committee received a copy of the Inactive Service Fee Waiver Request Policy to review. There is currently only one type of exemption from paying a bimonthly fee for bare land and unimproved properties. Should there be a few other options considering known customer issues with the current policy. What are the opt out options? What does readily available mean and does that include fire prevention? The Finance and Admin. Committee recommends reducing the fee to cover actual debt costs and recommends that all customers be given the opportunity to disconnect without paying the fee but pay another connection/capacity fee if they decide to connect again in the future. We received outreach from a customer who was unable to attend the planning meeting. GM Shaw read a letter from the customer. This issue will be discussed by the full board.

**2) Update on the September 17<sup>th</sup> Board action to revise the developer deposit requirements to be consistent with the Northborough Developer Deposit.**

The committee received an update from the GM. The ESPOG did not receive this well. There was a long discussion about the way the ESPOG perceives the way they are being treated. There is no intention by the District to treat ESPOG any different than any other entity. ESPOG will be getting back to the district regarding working together.

**3) Review several incomplete items in the District's capital improvement plan, which have been stalled for several years.**

The committee reviewed a spreadsheet with many projects. Most of the projects should be eliminated and financially this should be written off.

The committee reviewed a picture of the large tree left by the new tank at the District Office. The tree is a safety issue and it will be taken down asap.

How are we doing on items we discussed last month? Has ESPOG begun to help identify other sources of surface water?

Next Planning Committee meeting is Friday, November 2nd, 2018

Director Dills adjourned the meeting at 3:10 pm.

Rio Linda/Elverta Community Water District

Finance and Administrative Committee Meeting Minutes

October 8, 2018

**Attendees:** Director Mary Henrici, Director John Ridilla, Simon Gray of Coleman Engineering and General Manager Tim Shaw were present.

Meeting was called to order by Director Henrici at 6:30 PM.

**Public Comment.** There was none.

**Agenda Items**

**1. Review and discuss expenditures of the District for the month of September 2018.**

All items were in order.

**The committee recommends approval to the full Board of Directors.**

**2. Review and discuss Financial Reports of the District for the month of September 2018.**

Director Ridilla appreciated the new surcharge account format it is much easier to read.

**The committee recommends approval of the financial reports to the full Board of Directors.**

**3. Current impediments for destruction of well 17 test wells.**

The committee was provided a staff report noting the increased cost for destroying the test wells due to County destruction requirements. It was also noted that the cost for going out to bid for this small construction project would add quite a lot to the total budget. It was recommended that the Board make an exception to the bidding process for this project per District policy.

**The committee recommends the Board make an exception and not require a formal bidding process for the well destruction project. The committee also recommends that the budget for the project be increased by \$15,000 for a total of \$40,000 to come from Capital Improvement Funds.**

**4. Review District policy requiring a backflow device for new residential construction.**

General Manager Shaw noted that backflow devices are not required for all new residential construction and asked that this item be removed from the current District policy manual. He also asked that the backflow device policy be moved to the Operations Manual.

**The committee recommends approval to the full Board of Directors.**

**5. Update on the cost of CERBT versus for profit service providers for OPEB.**

The committee reviewed the information provided and agrees that the CERBT (PERS) OPEB program is a much better program than others available at this time. The committee asked Manager Shaw to bring this item to the committee during the midyear budget review for possible funding through our current LAIF account.

**The committee has no recommendation regarding this item.**

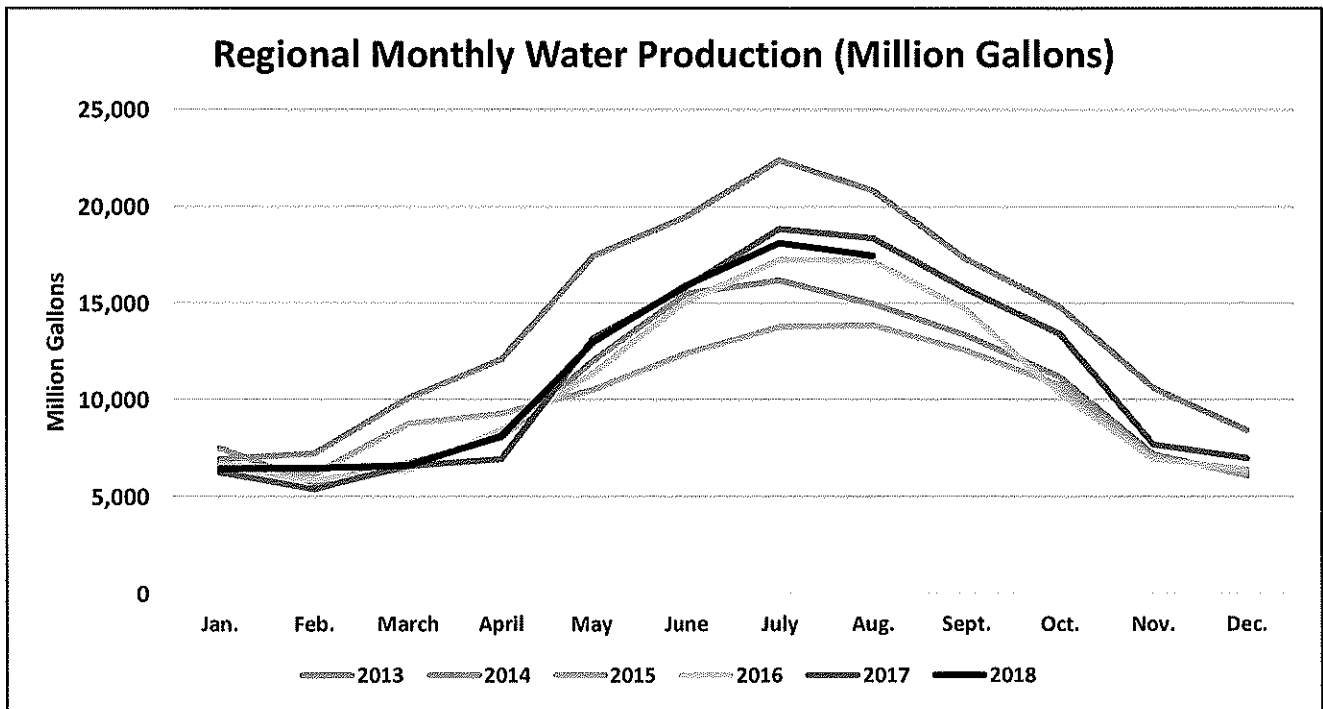
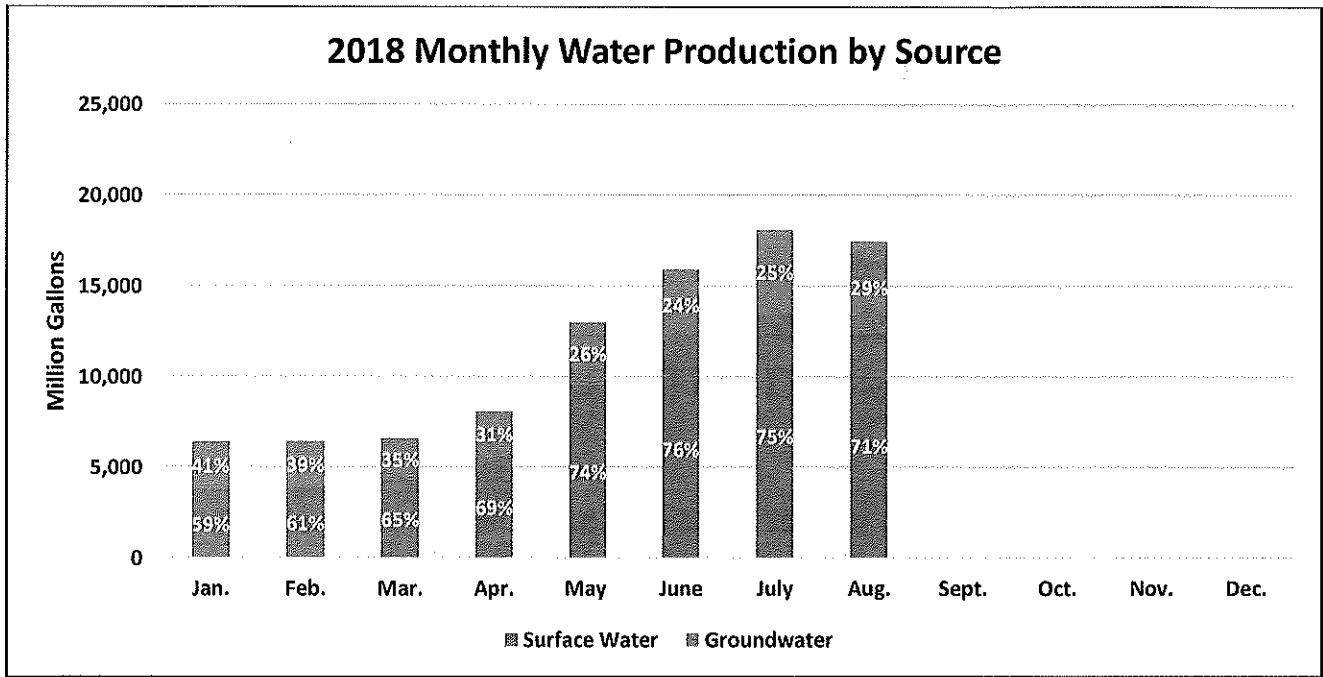
**Directors' and General Manager comments not on the agenda.**

Director Ridilla asked if the hours of operation discussion was included in the Memorandum of Understanding (MOU) negotiations. Manager Shaw said this item has been included in the MOU discussion consequent to advice from Legal Counsel.

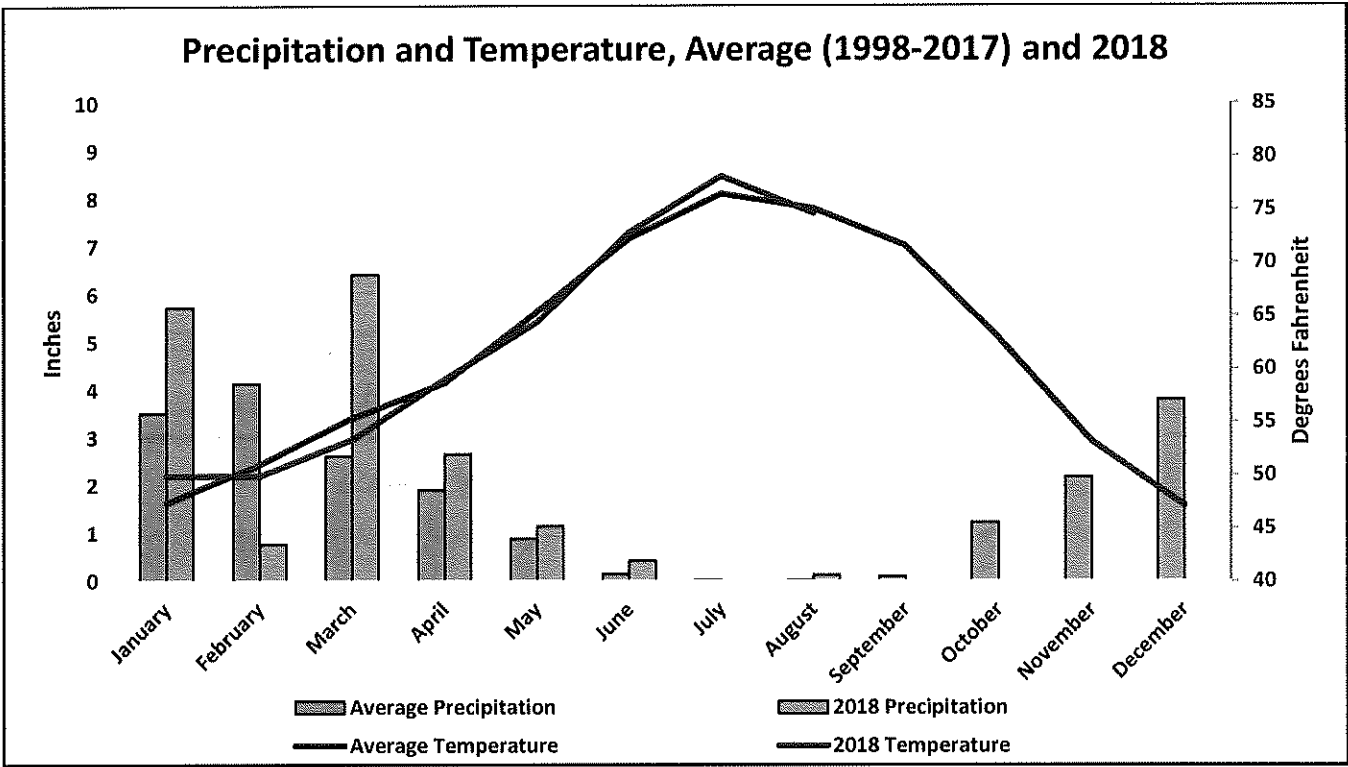
Meeting adjourned at 7:02 p.m.



2018 Monthly Water Production by Source (Million Gallons)													
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
SW	3,793	3,949	4,331	5,625	9,595	12,062	13,527	12,466					65,348
GW	2,663	2,521	2,297	2,504	3,436	3,885	4,614	5,024					26,943
Total	6,456	6,469	6,627	8,129	13,031	15,947	18,141	17,490					92,292

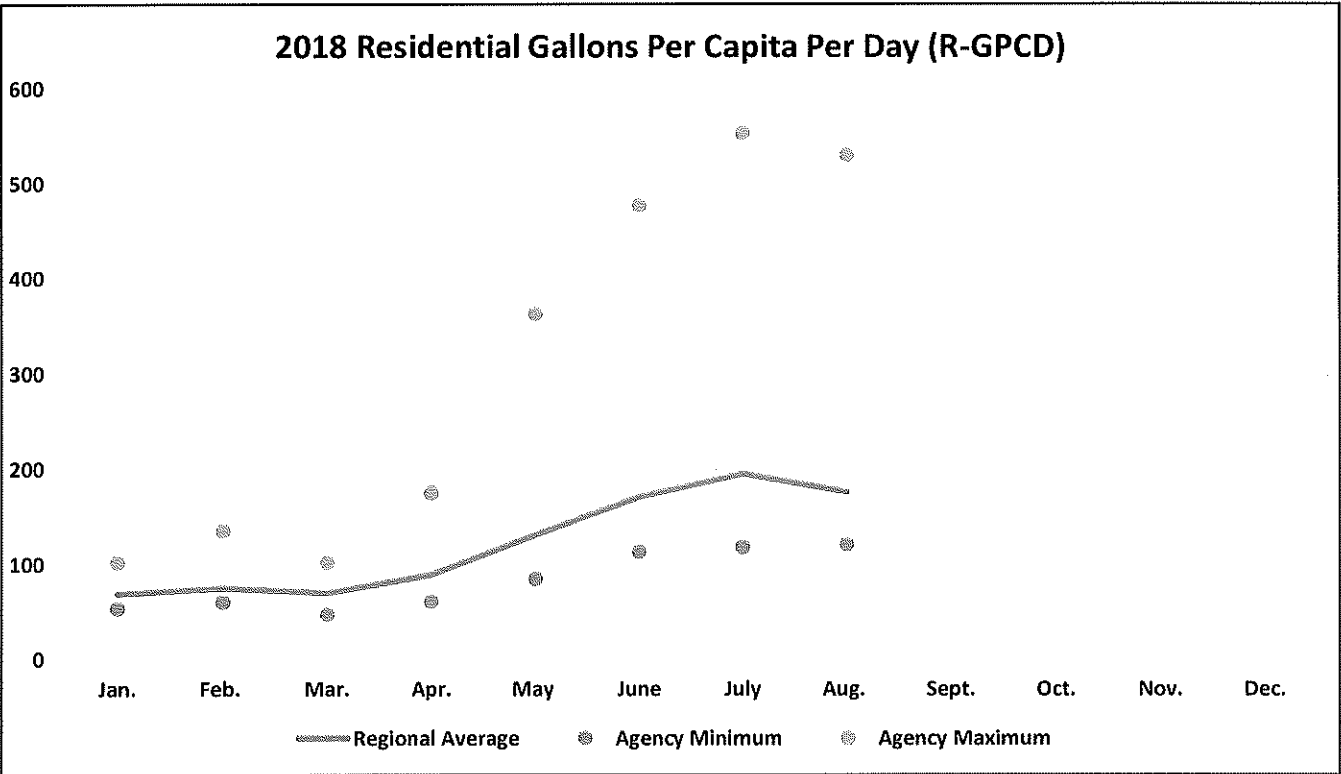


**Precipitation and Temperature, Average (1998-2017) and 2018**



R-GPCD	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Regional Average	69	75	70	89	131	171	195	176				
Agency Minimum	54	61	48	61	85	113	118	121				
Agency Maximum	102	136	102	175	362	362	553	530				

**2018 Residential Gallons Per Capita Per Day (R-GPCD)**





## **Agenda Item: 6**

**Date:** October 15, 2018

**Subject:** Public Comment for Closed Session

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

### **6. PUBLIC COMMENT FOR CLOSED SESSION**

Public comment for closed session items only. The public is invited to comment on any item listed on the closed session agenda. Each speaker is limited to 2 minutes.



## Agenda Item: 7

**Date:** October 15, 2018

**Subject:** Closed Session

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

7. **CLOSED SESSION** - The Board of Directors will convene to Closed Session to discuss the following item.

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case).



**Reconvene Open Session  
Agenda Item: 8**

**Date:** October 15, 2018

**Subject:** Report of Action Taken in Closed Session

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

**8.1 Report of Action Taken in Closed Session**

The Board will disclose any reportable actions taken and/or directed in closed session.

**Board Action / Motion**

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

Dills:\_\_\_\_ Green:\_\_\_\_ Ridilla:\_\_\_\_ Henrici:\_\_\_\_ Harris:\_\_\_\_\_.

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



**PENDING AND COMPLETED ITEMS  
10-15-2018 BOARD OF DIRECTORS MEETING**

1. **Destruction of Well #17 project wells** The District is obligated to return the Well #17 site to its original condition. The District began the process of destroying the infeasible wells in the summer of 2017. The lowest quote exceeded the \$25K threshold in District Policy for informal bidding. The changes (multiple) in GM and the resignation of District Engineer contributed to delays in formal bidding (sealed bid). The new interim District Engineer estimates \$17K to write a bid specification needed for formal bidding. The estimated total cost for completing the process with formal bidding is approximately double what the District budgeted for the item in 2017. An item on tonight's agenda, if approved, would enable informal bid (quotes) and eliminate the bid specification cost. **Pending**
2. **Credit/Debit Card Convenience Fees:** The addressing of these issues is subject to completion of the CUSI billing software upgrade. We successfully navigated the software installation phase, which moved us to the data validation phase, this phase placed a heavy burden on the office employees (Renita, Kim and Sara) to start using the new software while meeting all the billing milestone deadlines. We've contacted our bank to begin the process of utilizing the payment features included with the new billing software. California Bank and Trust is requesting a meeting. **Pending**
3. **Letter to Tesco for Disappointing Service:** XIO retrieved the historical data (data prior to June 2017, that the Tesco upgrade rendered inaccessible. The subsequent correspondence with XIO yielded some disappointing revelations, XIO also wants to submit a proposal for using the data they've retrieved to produce a value-added solution for long-term service, i.e. the same as the two previous consultants brought in by Affinity. In response, I turned to Adept solutions who retrieved the data and submitted it to Inductive Automation on August 24<sup>th</sup>. Disappointingly, Inductive Automation did the same thing as the other four service providers, they want to propose a service and additional expense to the District for addressing the issue. I have asked Adept to consider quoting for a solution. If their solution is infeasible or impractical, I recommend we "write off" access to data prior to June 2017. **Pending**
4. **Professional Services Agreement for Engineering for the design of the Well #16:** Although we have temporary engagement with Coleman Engineering for District Engineer, the reasons for allowing the District Engineer to design Well #16 ground water pumping facilities are no longer existent. We will need to create and RFP and advertise for third-party engineers to complete the design of Well #16. Such a process should reasonable wait until the long-term engagement of District Engineer is complete so the third-party engineer is interacting with a consistent District team. **Pending**

5. **Strategic Planning:** With the Elverta development issues, RFQ process and personnel matters, I have not had the time to write a draft strategic plan. BHI has sent me two messages requesting that I write content for the plan, but I have not had any time to address this issue. **Pending**
6. **General Unit MOU renewal:** The MOU Renewal Ad Hoc met on October 5<sup>th</sup> with Legal Counsel, Labor Relations specialist. There is an item on tonight's agenda to authorize the appointment of Debra Vierra as a member of the District's negotiating team. **Pending**
7. **GM Contract revisions:** The revised GM contract was set for approval at the September 17<sup>th</sup> meeting. However, an unexpected delay in obtaining Legal Counsel review precluded taking further action. The item is on tonight's agenda as an open session item. **Pending**
8. **Consideration of changing working hours:** A summary of the latest developments on this matter is included in the minutes of the September 10<sup>th</sup> Finance/Admin Committee meeting. Additionally, I have corresponded with Legal Counsel and responded accordingly. **Pending**
9. **Disposition of the District assets recently declared as surplus by the Board:** Staff needs to set up accounts with internet-based auctions service providers (e.g. eBay). Development, HR, and budget adoption priorities have relegated this item temporarily deferred. The annual audit demands for resources has subjugated progress on this item. **Pending.**
10. **Annual Financial Audit:** Staff and the independent Auditor completed all work associated with the annual audit. A considerable effort was expended in correcting all of the GASB 75 report detail and associated reports. The independent Auditor has submitted a draft audit report, to which staff have already responded with corrections and clarification. The final report, with multiple bound copies is expected any day (unfortunately, missing the cutoff for inclusion in the October 15<sup>th</sup> Board Packets). **Pending.**
11. **Completions of Annual Water Loss Audit.:** In accordance with the requirements of SB-555, the District completed its annual water loss audit, the audit was validated, and all required documents were submitted to Dept. of Water Resources (DWR). **Completed.**
12. **Elimination of Safety Hazzard, Dead Tree:** The approximately 100-year old evergreen tree adjacent to our water storage tank had completed its slow death, which began with the construction of the storage tank. To eliminate the considerable risk to property and the safety of personnel, the tree was cut down on October 11<sup>th</sup>. **Completed**