

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

January 27, 2020 (6:30 p.m.)

Visitor's / Depot Center
6730 Front Street
Rio Linda, CA 95673

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

AGENDA

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

The public will be given the opportunity to directly address the Board on each listed item during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or any majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District office at 730 L Street, Rio Linda, CA 95673. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the District office at (916) 991-1000. Requests must be made as early as possible, and at least one full business day before the start of the meeting

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

2. PUBLIC COMMENT

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

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

3.1. Minutes

December 16, 2019

The Board is being asked to approve the Minutes from the December 16, 2019 Regular Board Meeting.

3.2. Expenditures

The Finance & Administrative Committee recommends the Board approve the November Expenditures.

3.3. Financial Reports

The Finance & Administrative Committee recommends the Board approve the November Financial Reports.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

- 4.1 Special District Leadership Foundation presentation to RLECWD, Transparency Certificate of Excellence. Dane Wadle, California Special Districts Association.**
- 4.2 GM Report**
 - 4.2.1 The General Manager, Tim Shaw will provide his monthly report to the Board of Directors.*
- 4.3 District Engineer's Report**
 - 4.3.1 The Contract District Engineer will provide his monthly report to the Board of Directors.*
- 4.4 Consider adopting a new policy on Discontinuing Residential Service Due to Non-Payment.**
- 4.5 Discuss mid-year budget revision and/or General Manager minor budget revision and provide direction to staff.**
- 4.6 Discuss the requirements of SB 13 (Accessory Dwelling Units) and provide direction to staff.**
- 4.7 Board to vote in the Sacramento County LAFCo run-off election for Alternate Commissioner.**
- 4.8 Consider authorizing the award of a construction contract to the lowest responsive bidder on the Well 16 Pumping Station competitive bidding process.**
- 4.9 Authorize 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 Activities Reports

- 5.1.1. Water Operations Report
- 5.1.2. Conservation Report

5.2. Board Member Reports

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Regional Water Authority –Gifford (primary), Shaw
- 5.2.3. Sacramento Groundwater Authority – Harris (primary), Reisig
- 5.2.4. Executive Committee– Harris, Green (through 12/16/2019)
- 5.2.5. ACWA/JPIA – Ridilla
- 5.2.6. AD Hoc Committees
- 5.2.7. Other Reports

6. PUBLIC COMMENT PRIOR TO CLOSED SESSION

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

- 7.1. CONFERENCE WITH LABOR NEGOTIATORS** - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw, RLECWD Employee General Unit, Teamster Local 150 Meet and Confer regarding position description revisions.

8. RECONVENE IN OPEN SESSION

8.1. Announce any reportable actions authorized in Closed Session.

9. DIRECTORS' AND GENERAL MANAGER COMMENTS

10. ADJOURNMENT

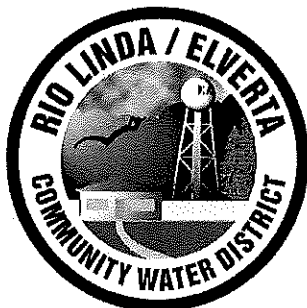
Upcoming meetings:

Executive Committee

February 3, 2020 Monday, 6:00 pm at the Visitor's/Depot Center, 6730 Front Street, Rio Linda, CA 95673.

Regular Board Meeting

February 24, 2020, Monday, 6:30 pm at Visitor's /Depot Center, 6730 Front Street, Rio Linda, CA 95673.



**Consent Calendar
Agenda Item: 3.1**

Date: January 27, 2020

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

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

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green____ Gifford____ Reisig_____.

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

**MINUTES OF THE
DECEMBER 16, 2019
BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

1. CALL TO ORDER, ROLL CALL

The December 16, 2019 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. at the Visitor's Depot Center located at 6730 Front Street, Rio Linda, CA 95673. General Manager Tim Shaw took roll call of the Board of Directors. Director Jason Green, President John Ridilla, Director Chris Gifford, Director Robert Reisig and General Manager Tim Shaw were present. Director Harris was absent. Director Ridilla led the pledge of allegiance.

2. PUBLIC COMMENT

No Public Comment

3. CONSENT CALENDAR

3.1 Minutes

November 18, 2019

3.2 Expenditures

3.3 Financial Reports

No public comment.

It was moved by Director Gifford and seconded by Director Ridilla to approve the Consent Calendar. Directors Green, Gifford, Reisig and Ridilla voted yes. The motion carried with unanimous vote of 4-0-0.

REGULAR CALENDAR

4. ITEMS FOR DISCUSSION AND ACTION

4.1 Election of Officers

Director Reisig stated that after speaking with Director Harris at the end of the last meeting, she would not be adverse to being Board President. Director Reisig stated he was not ready to take on that role.

It was moved by Director Ridilla and seconded by Director Reisig to nominate Jason Green as Board President. Directors Reisig, Gifford and Ridilla voted yes. Director Jason Green abstained. The motion carried with a vote of 3-0-1.

It was moved by Director Ridilla and seconded by Director Gifford to nominate Chris Gifford to Board Vice-President. Directors Reisig, Gifford, Green and Ridilla voted yes. The motion carried with unanimous vote of 4-0-0.

4.2 Confirmation of Committee Appointments and other Board Member Assignments

4.2.1 Executive Committee

It was moved by Director Reisig and seconded by Director Ridilla to nominate Directors Robert Reisig and Jason Green to the Executive Committee. Directors Reisig, Gifford, Green and Ridilla voted yes. The motion carried with unanimous vote of 4-0-0.

- 4.2.2 RWA- President Green did not change Chris Gifford as the representative.
- 4.2.3 ACWA- President Green did not change John Ridilla as the representative.
- 4.2.4 ACWA JPIA- President Green did not change John Ridilla as the representative.

It was moved by Director Reisig and seconded by Director Ridilla to keep the RWA as Director Gifford and ACWA and ACWA JPIA as Director Ridilla. Directors Reisig, Gifford, Green and Ridilla voted yes. The motion carried with unanimous vote of 4-0-0.

4.3. General Manager's Report

GM Shaw provided a written report.

No public comment.

The Board made no action on this item

4.4 District Engineer's Report – Mike Vasquez

4.4.1 District Engineer Mike Vasquez provided a written report to the Board of projects in the works since the last meeting of the Board. The report highlighted topics of General District Engineering, Well 16 Pumping Station Construction Project, Well 16 Proposition 84 RWA/DWR \$505 Grant Agreement.

No public comment on this item.

The Board made no action on this item

4.4.2 The Contract District Engineer will seek Board approval for a minor modification to the bid schedule for the Well 16 Pumping Station

The District Engineer requests that the Board authorize a minor change in the bid schedule for the Well 16 Pumping Station bid to extend the bid date to January 10, 2020. This change is appropriate for the scheduled date of the January 2020 regular Board meeting due to the holiday on January 20, 2020.

It was moved by Director Ridilla and seconded by Director Reisig to extend the bid schedule by 1 week. Directors Reisig, Gifford, Green and Ridilla voted yes. The motion carried with unanimous vote of 4-0-0.

4.5 Consider approving revision #2 to Exhibit 1 and Exhibit 2 of Resolution 2018-03, performing the annual inflation adjustment to capacity fees pursuant to Ordinance 2016-01.

Ordinance 2016-01 stipulates an annual adjustment for the RLECWD capacity fees be implemented on January 1st each year. In order to adjust the capacity fees, as delineated in the Ordinance, the Board needs to review the construction cost index report provided by the Contract District Engineer at the December Board meeting. Resolution 2018-03 revisions to #2 to Exhibit 1 and Exhibit 2 authorizing a 2.8% increase to the District's capacity fees.

It was moved by Director Ridilla and seconded by Director Gifford to approve Resolution 2018-03 revisions to #2 to Exhibit 1 and Exhibit 2 authorizing a 2.8% increase to the District's capacity fees. Directors Green, Ridilla, Reisig and Gifford voted yes. The motion carried with unanimous vote of 4-0-0.

4.6 Discuss the reported unauthorized use of public fire hydrants, the District policy therefor, and the staff's actions to implement the policy.

On or about November 14th, staff received a report of possible unauthorized use of a public fire hydrant. A construction company was observed repeatedly filling a water truck (typically used for environmental dust control during construction activities). The report included photographs which were texted to the GM.

Staff immediately contacted the construction company, who entirely cooperated. The construction company concluded that the unauthorized hydrant use was consequent to an insufficiently trained new employee, who falsely concluded that a RLECWD permit was not applicable if the construction company wasn't using a RLECWD rented meter. Staff advised the company owner that a fine for unauthorized use would be assessed as well as the cost for the water used to date. The company owner fully understood and accepted the consequences.

On November 15th staff prepared and submitted an invoice pursuant to Ordinance 2013-01. At the November 18th Board meeting (public comment calendar, i.e. the item was not on the agenda) the alleged consequences, including the approximate cost for the water consumed, were somewhat exaggerated by the public member addressing the Board.

The documents associated with this item are intended to demonstrate:

1. The District has had an appropriate policy in place to address such matters since at least 2013 (six years).
2. Staff performed swiftly and in complete compliance with the District's adopted policy.
3. The reasonable feedback from the Board Members in response to staff's execution of the established policy could include acknowledgment of good performance.

No public comment on this item.

The Board made no action on this item

4.7 Authorize 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.

President Green did not make any changes.

5. INFORMATION ITEMS

5.1. DISTRICT ACTIVITY REPORT

1. Water Operations Report
2. Conservation Report

5.2. BOARD REPORTS

1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
2. Regional Water Authority –Gifford – No. Meeting.
3. Sacramento Groundwater Authority – Harris, Reisig – Agenda Provided. Director Reisig gave a verbal report of the meeting.
4. LAFCO – No Representative
5. Executive Committee – Harris, Green - Minutes provided.
6. ACWA/JPIA – Ridilla - No Report
7. Ad Hoc Committee - None
8. Other Reports, e.g

GM Shaw stated no Closed Session is required, since no response was received from the Union.

6. PUBLIC COMMENT PRIOR TO CLOSED SESSION – No public comment.

7.1 CONFERENCE WITH LABOR NEGOTIATORS - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw, RLECWD Employee General Unit, Teamster Local 150 Meet and Confer regarding position description revisions.

8. RECONVENE IN OPEN SESSION – No action to report since no closed session was held.

9. DIRECTORS' AND GENERAL MANAGER COMMENTS –

No Directors comments. Happy Holidays from GM Shaw.

10. ADJOURNMENT

President Jason Green adjourned the meeting at 7:15 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Jason Green, President of the Board



**Consent Calendar
Agenda Item: 3.2**

Date: January 27, 2020

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Expenditures for the month of November 2019.

Current Background and Justification:

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

Conclusion:

I recommend the Board approve the Expenditures for November 2019.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

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

**Rio Linda Elverta Community Water District
Expenditure Report
November 2019**

Type	Date	Num	Name	Memo	Amount
Liability Check	11/04/2019	EFT	QuickBooks Payroll Service	For PP Ending 10/31/2019 Paydate 11/05/2019	21,447.51
Liability Check	11/05/2019	EFT	CalPERS	For PP Ending 10/31/2019 Paydate 11/05/2019	2,330.39
Liability Check	11/05/2019	EFT	CalPERS	For PP Ending 10/31/2019 Paydate 11/05/2019	2,225.41
Liability Check	11/05/2019	EFT	Nationwide	Deferred Compensation Plan	1,364.44
Liability Check	11/05/2019	EFT	Nationwide	Deferred Compensation Plan	75.00
Bill Pmt -Check	11/05/2019	EFT	Adept Solutions	Computer Maintenance	1,333.00
Bill Pmt -Check	11/05/2019	EFT	Comcast	Phone/Internet	227.25
Bill Pmt -Check	11/05/2019	EFT	Republic Services	Utilities	87.49
Liability Check	11/05/2019	EFT	Internal Revenue Service	Employment Taxes	7,715.66
Liability Check	11/05/2019	EFT	Employment Development	Employment Taxes	1,653.70
Bill Pmt -Check	11/05/2019	EFT	Voyager Fleet Commander	Transportation Fuel	467.21
Transfer	11/05/2019	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,500.00
Liability Check	11/06/2019	EFT	QuickBooks Payroll Service	For PP Ending 11/02/2019 Paydate 11/07/2019	2,049.03
Liability Check	11/07/2019	EFT	CalPERS	For PP Ending 11/02/2019 Paydate 11/07/2019	200.71
Liability Check	11/07/2019	EFT	CalPERS	For PP Ending 11/02/2019 Paydate 11/07/2019	190.87
Liability Check	11/07/2019	EFT	Internal Revenue Service	Employment Taxes	694.36
Liability Check	11/07/2019	EFT	Employment Development	Employment Taxes	52.04
Check	11/05/2019	1019	Franchise Tax Board	Employee Garnishment	881.82
Check	11/05/2019	1020	Customer	Final Bill Refund	130.69
Check	11/05/2019	1021	Customer	Final Bill Refund	13.69
Bill Pmt -Check	11/05/2019	1022	ABS Direct, Inc.	Postage	2,000.00
Bill Pmt -Check	11/05/2019	1023	ACWA/JPIA	EAP	23.50
Bill Pmt -Check	11/05/2019	1024	BSK Associates	Lab Fees	450.00
Bill Pmt -Check	11/05/2019	1025	Buckmaster Office Solutions	Office Equipment Expense	201.47
Bill Pmt -Check	11/05/2019	1026	Churchwell White	Legal Fees	4,350.80
Bill Pmt -Check	11/05/2019	1027	Cintas	Safety	28.55
Bill Pmt -Check	11/05/2019	1028	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	11/05/2019	1029	Intermedia.net, Inc.	Phone/Internet	79.44
Bill Pmt -Check	11/05/2019	1030	McCrometer	Pumping Maintenance	1,567.65
Bill Pmt -Check	11/05/2019	1031	O'Reilly Automotive	Shop Supplies	23.24
Bill Pmt -Check	11/05/2019	1032	Rio Linda Elverta Recreation & Park Dist	Meeting Expense	50.00
Bill Pmt -Check	11/05/2019	1033	Rio Linda Hardware & Building Supply	Shop Supplies	143.54
Bill Pmt -Check	11/05/2019	1034	Sierra Chemical Company	Treatment	2,574.62
Bill Pmt -Check	11/05/2019	1035	SMUD	Utilities	18,720.02
Bill Pmt -Check	11/05/2019	1036	Spok, Inc.	Field Communication	15.28
Bill Pmt -Check	11/05/2019	1037	Staples	Office Expense	71.59
Bill Pmt -Check	11/05/2019	1038	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	11/05/2019	1039	Water Rite Products	Distribution	259.07
Liability Check	11/14/2019	EFT	WageWorks	FSA Administration Fee	76.25
Check	11/17/2019	EFT	ARCO	Transportation: Fuel	710.61
Liability Check	11/20/2019	EFT	QuickBooks Payroll Service	For PP Ending 11/16/19 Pay date 11/21/19	17,756.99
Liability Check	11/19/2019	EFT	AFLAC	Employee Paid Insurance	651.04
Liability Check	11/21/2019	EFT	CalPERS	For PP Ending 11/16/19 Pay date 11/21/19	2,007.14



**Rio Linda Elverta Community Water District
Expenditure Report
November 2019**

Type	Date	Num	Name	Memo	Amount
Liability Check	11/21/2019	EFT	CalPERS	For PP Ending 11/16/19 Pay date 11/21/19	1,979.44
Liability Check	11/21/2019	EFT	CalPERS	SSA 218 Annual Fee	300.00
Liability Check	11/21/2019	EFT	Internal Revenue Service	Employment Taxes	6,432.32
Liability Check	11/21/2019	EFT	Employment Development	Employment Taxes	1,301.19
Liability Check	11/21/2019	EFT	Nationwide	Deferred Compensation Plan	1,291.38
Liability Check	11/21/2019	EFT	Nationwide	Deferred Compensation Plan	75.00
Liability Check	11/21/2019	EFT	Kaiser Permanente	Health Insurance	862.39
Liability Check	11/21/2019	EFT	Principal	Dental & Vision Insurance	1,674.91
Liability Check	11/21/2019	EFT	Western Health Advantage	Health Insurance	8,803.57
Bill Pmt -Check	11/21/2019	EFT	Adept Solutions	Computer Maintenance	673.53
Bill Pmt -Check	11/21/2019	EFT	Verizon	Field Communication	565.34
Check	11/21/2019	EFT	RLECWD - SURCHARGE ACCOUNT 1	Current Monthly Transfer	42,500.00
Check	11/21/2019	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	34,000.00
Bill Pmt -Check	11/21/2019	EFT	Umpqua Bank Credit Card	Computer, Meeting, Office, Postage, Pump Maint, Shop Supplies	1,072.02
Liability Check	11/21/2019	1040	Teamsters Local #150	Union Dues	621.00
Bill Pmt -Check	11/21/2019	1041	BSK Associates	Lab Fees	255.00
Bill Pmt -Check	11/21/2019	1042	California Special Districts Association	Membership Dues	7,077.00
Bill Pmt -Check	11/21/2019	1043	Churchwell White	Legal Fees	795.60
Bill Pmt -Check	11/21/2019	1044	CoreLogic Solutions	Metro Scan	134.75
Bill Pmt -Check	11/21/2019	1045	County of Sacramento	Permits & Fees	246.00
Bill Pmt -Check	11/21/2019	1046	Government Finance Officers Association	CAFR Review	560.00
Bill Pmt -Check	11/21/2019	1047	ICONIX Waterworks	Distribution Supplies	4,739.96
Bill Pmt -Check	11/21/2019	1048	PG&E	Utilities	32.23
Bill Pmt -Check	11/21/2019	1049	VOID	VOID	0.00
Bill Pmt -Check	11/21/2019	1050	RW Trucking	Distribution Supplies	637.06
Bill Pmt -Check	11/21/2019	1051	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	11/21/2019	1052	SMUD	Utilities	14,500.63
Bill Pmt -Check	11/21/2019	1053	State Water Resources Control Board	Permits & Fees	624.00
Bill Pmt -Check	11/21/2019	1054	Unifirst Corporation	Uniforms	298.56
Bill Pmt -Check	11/21/2019	1055	Churchwell White	Capital Improvement: Well 16	806.50
Bill Pmt -Check	11/21/2019	1056	County of Sacramento	Capital Improvement: Well 16	365.75
Total 10000 - Bank - Operating Account					<u>249,934.90</u>

**Rio Linda Elverta Community Water District
Expenditure Report
November 2019**

Type	Date	Num	Payee	Memo	Amount
Check	11/01/2019	EFT	Revenue Refunding Bond Trustee	Loan Payment	86,254.81
10350 · Umpqua Bank					<u>86,254.81</u>

Type	Date	Num	Payee	Memo	Amount
Transfer	11/21/2019	EFT	RLECWD - Operating	CIP Expense Transfer: Refer to operating check numbers: 1055 & 1056	1,172.25
10475 · Capital Improvement-Umpqua Bank					<u>1,172.25</u>





**Consent Calendar
Agenda Item: 3.3**

Date: January 27, 2020

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Districts Financial Reports for the month of November 2019.

Current Background and Justification:

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

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

Conclusion:

I recommend the Board approve the Financial Reports for November 2019. I further recommend the board accept the Annual Report pursuant to Government Code 66013.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

Rio Linda Elverta Community Water District
Balance Sheet
 As of November 30, 2019



ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10005 · Operating Fund-CB&Trust 68,682.12

10020 · Operating Fund-Umpqua 467,987.13

Total 10000 · Operating Account 536,669.25

10475 · Capital Improvement

10480 · General 1,630,129.27

10485 · Vehicle Replacement Reserve 15,000.00

Total 10450 · Capital Improvement 1,645,129.27

Total 100 · Cash & Cash Equivalents 2,181,798.52

102 · Restricted Assets

102.1 · Restricted Capital Improvements

10700 · ZIONS Inv/Surcharge Reserve 507,807.92

Total 102.1 · Restricted Capital Improvements 507,807.92

102.2 · Restricted for Debt Service

10300 · Surcharge 1 Account 774,482.32

10325 · Community Business Bank 5,818.96

10350 · Umpqua Bank Debt Service 36,529.97

10380 · Surcharge 2 Account 198,686.04

10385 · OpusBank Checking 3,200,026.28

Total 102.2 · Restricted for Debt Service 4,215,543.57

102.4 · Restricted Other Purposes

10600 · LAIF Account 206,761.94

10650 · Operating Reserve Fund 301,125.54

Total 102.4 · Restricted Other Purposes 507,887.48

Total 102 · Restricted Assets 5,231,238.97

Total Checking/Savings 7,413,037.49

Accounts Receivable 40.00

Other Current Assets

12000 · Water Utility Receivable 597,649.95

12200 · Accrued Revenue 0.00

12250 · Accrued Interest Receivable 2,616.28

15000 · Inventory Asset 56,276.61

16000 · Prepaid Expense 70,098.37

Total Other Current Assets 726,641.21

Total Current Assets 8,139,718.70

Fixed Assets

17000 · General Plant Assets 727,153.00

17100 · Water System Facilities 20,760,310.67

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -9,282,773.19

18000 · Construction in Progress 1,313,099.20

18100 · Land 576,673.45

Total Fixed Assets 14,467,506.55

Other Assets

19000 · Deferred Outflows 262,764.00

19900 · Suspense Account 0.00

Total Other Assets 262,764.00

TOTAL ASSETS 22,869,989.25

Rio Linda Elverta Community Water District
Balance Sheet
 As of November 30, 2019

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	10,306.49
Credit Cards	189.27
Other Current Liabilities	570,203.29

Total Current Liabilities	580,699.05
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Long Term Liabilities

23000 · OPEB Liability	211,573.00
23500 · Lease Buy-Back	705,797.27
25000 · Surcharge 1 Loan	4,189,831.90
25050 · Surcharge 2 Loan	3,210,040.16
26000 · Water Rev Refunding	1,952,591.00
27000 · Community Business Bank	294,204.88
29000 · Net Pension Liability	987,630.00
29500 · Deferred Inflows-Pension	5,192.00
29600 · Deferred Inflows-OPEB	26,811.00

Total Long Term Liabilities	11,583,671.21
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Total Liabilities	12,164,370.26
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Equity

31500 · Invested in Capital Assets, Net	7,681,067.46
32000 · Restricted for Debt Service	702,232.24
38000 · Unrestricted Equity	1,674,622.00
Net Income	647,697.29

Total Equity	10,705,618.99
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TOTAL LIABILITIES & EQUITY	22,869,989.25
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Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
 As of November 30, 2019

9

	<u>Annual Budget</u>	<u>Nov 19</u>	<u>Jul 19-Nov 19</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	2,714,575.00	299,425.54	1,178,377.71	43.41%	1,536,197.29
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	400.00	1,404.35	2,604.92	651.23%	-2,204.92
Surcharge Total 41110 · Investment Revenue	400.00	1,404.35	2,604.92	651.23%	-2,204.92
41120 · Property Tax	81,856.00	0.00	2,117.03	2.59%	79,738.97
Total 41000 · Nonoperating Revenue	82,256.00	1,404.35	4,721.95	5.74%	77,534.05
Total Income	<u>2,796,831.00</u>	<u>300,829.89</u>	<u>1,183,099.66</u>	<u>42.30%</u>	<u>1,613,731.34</u>
Gross Income	2,796,831.00	300,829.89	1,183,099.66	42.30%	1,613,731.34
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	170,731.00	5,795.60	37,673.64	22.07%	133,057.36
60100 · Personnel Services					
60110 · Salaries & Wages	711,238.00	62,055.75	268,440.05	37.74%	442,797.95
60150 · Employee Benefits & Expense	456,863.00	32,623.52	162,999.90	35.66%	293,863.10
Total 60100 · Personnel Services	<u>1,168,101.00</u>	<u>94,679.27</u>	<u>431,439.95</u>	<u>36.94%</u>	<u>736,661.05</u>
60200 · Administration	224,313.00	8,656.01	97,481.77	43.46%	126,831.23
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	492,200.00	31,470.50	200,818.42	40.80%	291,381.58
Total 60000 · Operating Expenses	2,055,645.00	140,601.38	767,413.78	37.33%	1,288,231.22
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	139,015.00	55,015.00	55,015.00	39.58%	84,000.00
69110 · Interest	61,717.00	31,269.51	31,269.51	50.67%	30,447.49
Total 69100 · Revenue Bond	<u>200,732.00</u>	<u>86,284.51</u>	<u>86,284.51</u>	<u>42.99%</u>	<u>114,447.49</u>
69125 · AMI Meter Loan					
69130 · Principle	48,281.00	0.00	23,954.67	49.62%	24,326.33
69135 · Interest	10,233.00	0.00	5,302.29	51.82%	4,930.71
Total 69125 · AMI Meter Loan	<u>58,514.00</u>	<u>0.00</u>	<u>29,256.96</u>	<u>50.00%</u>	<u>29,257.04</u>
Total 69010 · Debt Service	<u>259,246.00</u>	<u>86,284.51</u>	<u>115,541.47</u>	<u>44.57%</u>	<u>143,704.53</u>
69400 · Other Non-Operating Expense	2,000.00	0.00	-3.14	-0.16%	2,003.14
Total 69000 · Non-Operating Expenses	<u>261,246.00</u>	<u>86,284.51</u>	<u>115,538.33</u>	<u>44.23%</u>	<u>145,707.67</u>
Total Expense	<u>2,316,891.00</u>	<u>226,885.89</u>	<u>882,952.11</u>	<u>38.11%</u>	<u>1,433,938.89</u>
Net Ordinary Income	<u>479,940.00</u>	<u>73,944.00</u>	<u>300,147.55</u>		
Net income	<u>479,940.00</u>	<u>73,944.00</u>	<u>300,147.55</u>		

Accrual Basis

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2019-20
 As of November 30, 2019

	GENERAL		CHROMIUM MITIGATION & NEW WELLS		VEHICLE REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
	BEGINNING FUND BALANCE	\$ 1,903,391.00	\$ 1,903,391.00	\$ (29,592.00)	\$ (29,592.00)	\$ 10,000.00
FUNDING SOURCES						
Fund Transfers						
Operating Fund Transfers In	409,940.00	170,000.00	-	-	-	-
CIP Fund Intrafund Transfers	(5,000.00)	(5,000.00)	-	-	5,000.00	5,000.00
Surcharge 2 Surplus Repayment	-	-	110,201.00	-	-	-
Contributed Funding						
Contributed Facilities (Developers)	-	-	-	-	-	-
Grant Revenue	-	-	516,500.00	-	-	-
Loan Proceeds	-	-	2,033,500.00	-	-	-
Investment Revenue	350.00	2,258.82	-	-	-	-
Sale of Fixed Assets	-	-	-	-	-	-
TOTAL FUNDS AVAILABLE FOR CIP PROJECTS	2,308,681.00	2,070,649.82	2,630,609.00	(29,592.00)	15,000.00	15,000.00
PROJECTS						
A - WATER SUPPLY						
A-1 - Well XX - Cr6 Treatment/Design	-	-	50,000.00	-	-	-
A-2 - Well 16	-	-	2,500,000.00	1,172.25	-	-
A-3 - Miscellaneous Pump Replacements	40,000.00	-	-	-	-	-
Total A - WATER SUPPLY	40,000.00	-	2,550,000.00	1,172.25	-	-
B - WATER DISTRIBUTION						
B-1 - Service Replacements	30,000.00	-	-	-	-	-
B-2 - Large Meter Replacements	5,000.00	-	-	-	-	-
Total B - WATER DISTRIBUTION	35,000.00	-	-	-	-	-
C - CONTINGENCY						
C-1 - Contingency (10% of Est A,B, & M)	7,500.00	-	255,000.00	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	82,500.00	-	2,805,000.00	1,172.25	-	-
ENDING FUND BALANCE	\$ 2,226,181.00	\$ 2,070,649.82	\$ (174,391.00)	\$ (30,764.25)	\$ 15,000.00	\$ 15,000.00



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

Date: January 27, 2020

Subject: District Transparency Certificate presentation from Special District Leadership Foundation

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

The District will be presented with the Transparency Certificate of Excellence by CSDA's Field Coordinator, Dane Wadle.

Conclusion:

No Board action is anticipated for this item. However, it would be appropriate to thank Mr. Wadle for taking the time to attend our meeting and present our certificate. Likewise, it would be appropriate to acknowledge the efforts of staff in valuing public agency transparency.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.1

Date

Initial Potential Meeting Date

1/27/2020

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

Special District Leadership Foundation presentation to RLECWD, Transparency Certificate of Excellence. Dane Wadle, California Special Districts Association.

1/10/2020

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 Executive 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

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020



November 27, 2019

Mr. Tim Shaw
Rio Linda-Elverta Community Water District
730 L Street
Rio Linda, CA 95673

RE: District Transparency Certificate of Excellence Approval

Dear Mr. Shaw:

Congratulations! Rio Linda-Elverta Community Water District has successfully completed the District Transparency Certificate of Excellence program through the Special District Leadership Foundation (SDLF).

On behalf of the SDLF Board of Directors, I would like to congratulate your district on achieving this important certificate. By completing the District Transparency Certificate of Excellence Program, Big Rio Linda-Elverta Community Water District has proven its dedication to being fully transparent as well as open and accessible to the public and other stakeholders.

Congratulations and thank you for your dedication to excellence in local government.

Most sincerely,

David Aranda
SDLF Board President

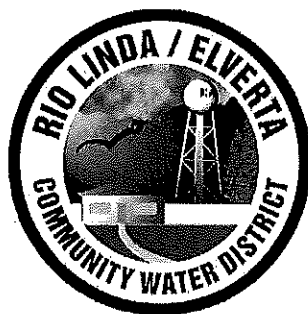


DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE RECIPIENT

sdlf.org



2019



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

Date: January 27, 2020
Subject: General Manager's Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig ____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.2

Date

Initial Potential Meeting Date

1/27/2020

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

General Managers 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.

1/22/2020

Committee Review of Item and Staff Work

N/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

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

N/A

GM Review

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020



Date: January 27, 2020

Subject: General Manager Report

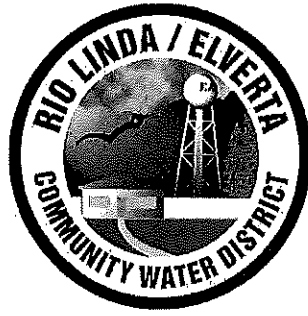
Staff Contact: Timothy R. Shaw, General Manager

For the given month, I participated in the following reoccurring meetings and special events: The meet and confer process for the proposed revisions to the Operator Foreman position description finally has bounce the ball back into the District's court. There is a closed session negotiations item on tonight's agenda. Regional Water Authority issues and regional water agency collaboration issues have also demanded attention.

1. On Dec 17th I participated in consultant interviews with the group of regional GMs interested in engaging a consultant to study collaboration feasibility. The interviews lasted then entire day, but resulted in a clearer picture of which of the consultants was the best fit.
2. On Dec 18th Met with staff to discuss the latest draft Discontinuation of Service Policy (SB 998). This was only one of several meetings we've conducted to refine the new SB 998 policy. The draft policy was also discussed at consecutive Executive Committee meetings and reviewed, then revised by Legal Counsel.
3. On Jan 8th, Deborah Denning and I participated in online training by Umpqua Bank for wire transfers process.
4. On January 9th (morning), Director Gifford and I attended the RWA regular board meeting, which was held in Roseville due to water damage at the RWA building in Citrus Heights. The agenda and a relevant document are part of your Board packets, under Item 5.2.2.
5. On Jan 9th (afternoon), I met with the regional water agencies GMs to further discuss the selection and engagement of a consultant.
6. On Jan 15th, I met with Dan York and Mike Hout of Sacramento Suburban to discuss mutual interests in RLECWD procuring surface water from Sacramento Suburban.
7. On Jan 15th (afternoon), Pat, Renita, Kim, Deborah and I met with Neptune and Ferguson representatives to discuss the Neptune transition to cloud based services, i.e. terminate onsite server operations.
8. On Jan 16th (afternoon) met with Pat and Contract District Engineer to discuss anticipated roles during the construction of the Well 16 Pumping Station.

9. On January 22nd, I met with the regional water agencies' GMs and the proposed consultant to discuss contract refinements and other needed clarifications.

District staff has also worked to provide Board Members with necessary information to consider minor budget revisions. Staff deserves recognition on their efforts to reduce spending, which generates the opportunity for consideration of minor budget revisions. For example, money saved on fuel, consultants etc. can be used to fund unanticipated cost associated with Neptune's transition to cloud-based services.



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

Date: January 27, 2020
Subject: District Engineer's Report
Staff Contact: Mike Vasquez, District Engineer

Recommended Committee Action:

N/A this item is not discussed at committees.

Current Background and Justification:

The District Engineer will provide a written report to the Board of Directors on engineering activities since the previous monthly meeting. The Board may ask for clarifications and may also provide direction in response to the report.

Conclusion:

There is no Board action anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green____ Gifford____ Reisig____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.3

Date

Initial Potential Meeting Date

1/27/2020

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.

1/22/2020

Committee Review of Item and Staff Work

N/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

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

N/A

GM Review

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020

22 January 2020

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District

From: Mike Vasquez, PE, PLS, Principal (EKI), District Engineer (RL/ECWD)

Subject: District Engineer's Report for the 27 January 2020 Board of Directors Meeting
(EKI Project No. B80130.00)

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 11 December 2019 to 22 January 2020:

1. General District Engineering:

- Attended a RWA Board Meeting on 1/9/2020 with the General Manager and Director Gifford.
- Attended a meeting with the Elverta 245 developer and the developer's engineer on 1/16/2020 to discuss how the Well 16 Project layout fits within the property that was dedicated by the developer to the District. Also in attendance were the General Manager, Operations Superintendent, and District Counsel.

2. Well 16 Pump Station Construction Project:

- Addressed 85 contractor questions during the bidding period.
- Conducted a public bid opening on 1/10/2020. The District received 7 contractor bids that were read aloud. The results of the bid opening and next steps for initiating construction will be discussed under a separate Board Meeting agenda item.

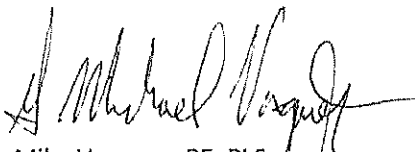
3. Well 16 Proposition 84 RWA/DWR \$505K Grant Agreement:

- The District received the executed DWR funding agreement from RWA on 12/18/2019.
- An updated quarterly report with a new project work scope, schedule, and budget for the period of 9/1/2019 to 11/30/2019 was prepared and submitted to the Regional Water Authority on 12/19/2019.

Please contact me directly at the office (916) 905-2388, cell phone (530) 682-9597, or email at mvasquez@ekiconsult.com with any questions or require additional information.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



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



Items for Discussion and Action Agenda Item: 4.4

Date: January 27, 2020

Subject: Discontinuation of Residential Service for Non-Payment Policy

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee reviewed and discussed the policy and related documents and forwarded the item onto the January 27th Board agenda.

Current Background and Justification:

The District began discussing the requirements of SB 998 more than a year ago. The Executive Committee has performed in-depth discussions over the past two monthly meetings.

SB 998 was signed into law in September 2018, with an effective date for compliance by February 1, 2020. The legislature's intent was to minimize the number of Californians who lose access to drinking water due to inability to pay. SB 998 is codified in the California Health and Safety Code, and applies to virtually all types of water agencies, e.g. special districts, investor owned utilities, cities, counties, etc. For some water agencies, there is a path that allows these agencies to spend money collected from some customers to benefit other customers, customers with established limited ability to pay.

RLECWD is NOT one of those agencies. RLECWD is restricted to charging no more and no less than the cost of providing service to each customer.

The District has engaged in dialog and preparation for SB 998 since December 2018. In preparation for the increased person-hours for compliance, the District outsourced the bill printing/mailing to free up person-hours for sending the notices required by SB 998. Additionally, staff participated with a regional working group to learn and share ideas for compliance. Recently, staff reviewed a number of policies adopted by other water agencies in the state. Staff also conducted meetings to review the draft policies and make improvements.

One of the key elements of the new Health and Safety Codes sections created by SB 998 is that existing laws that are not in conflict with the new law must still be administered. For example, Government Code requires that the District send out 48-hour notices prior to discontinuing service. Therefore, the new notices required by SB 998 are in addition to (not instead of) the notices required by the Government Code.

Another key element of the new requirements is the correlation between the minimum 60-days of delinquency before the District can terminate service and the 60-day billing cycle. This correlation inspires the new policy to make the due date the same day as the bills are distributed. Doing such will help to preclude the elements of one billing cycling spilling over into the subsequent billing cycle. However, to avoid unnecessary customer concern regarding the changes in due dates, staff, in consultation with Legal Counsel, believes the District should define a new term, "Fee Free Deadline" to be the last day to pay and avoid any fee assessments due to late payment. It is therefore the recommendation of staff to work with our bill printing vendor to print the Fee Free Deadline date on the bills near the bill due date language.

Complying with the requirements of SB 998 will increase the cost of providing service to all RLECWD customers. SB 998 will result in additional person-hours expended by staff and additional notices mailed, texted, phoned and hand-delivered. The proposed new Discontinuation of Water Services Policy strikes a balance of complying with all new requirements in the Health and Safety Code, while minimizing the costs for compliance to all RLECWD customers.

The draft Discontinuation of Residential Service for Non-Payment policy has been reviewed by Legal Counsel, with a follow up phone call to reach mutual agreement on the document provided for Board consideration.

Conclusion:

I recommend the Board approve the Discontinuation of Residential Service for Non-Payment policy, and further direct staff to make all necessary and appropriate changes to implement this new policy.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.4

Date

Initial Potential Meeting Date

1/27/2020

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

Consider adopting a new policy on Discontinuing Residential Service Due to Non-Payment.

12/24/2019

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

1/3/2020

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

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

12-24-20..

GM Review

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020

Discontinuation of Residential Water Service for Nonpayment Policy

I. Purpose

The Rio Linda Elverta Community Water District (District) will apply the following Discontinuation of Water Service for Nonpayment Policy (Policy). Discontinuance of water service for nonpayment is considered the final phase of the collection procedure and will be instituted only after sufficient notification, and when all other reasonable alternatives have been deployed.

II. Scope

This Policy applies to all District residential water service customers, hereafter referred to as the “customer” or “customers”. To the extent this Policy conflicts with any other rules, regulations, or policies of the District, this Policy will control.

III. General Provisions

A. All customers are provided a bimonthly bill for water service and usage. These bimonthly bills are due upon receipt. The due upon receipt aspect is necessary to implement the stipulated minimum days prior to discontinuation policies, associated alternative payment plans and bill dispute/appeals processes stipulated in the new sections of the California Health and Safety Code.

B. The District will attempt to contact the customer and provide notice of discontinuation of water service as provided in this Policy. It is the customer’s responsibility to provide the District with accurate, current contact information. The District is not responsible for the customer not receiving the notices due to inaccurate and/or outdated customer contact information.

C. The District will disconnect water service for charges that have become delinquent for a period of no less than sixty (60) days, unless the service discontinuation is otherwise preempted as further described in this policy. Reconnection fees will be applied to the account of any water service disconnected for nonpayment of delinquent charges. The District will leave notice of disconnection with information on how to restore water service.

1. The beginning of the sixty (60) day period begins with the day in each billing cycle which the bills are distributed.

2. A “Fee Free Deadline”, the last date to pay without incurring additional fee assessments will be established for each billing cycle.

3. Prior to the potential discontinuation of service date (prior to the 60th day following bill distribution) the District will send a payment delinquency notice (late notice) advising the customer of the need to pay in order to preclude service termination and further advising of other options available to the customer. The District’s cost for sending the payment delinquency notice will be charged to the customer’s account. The payment delinquency

notices will be sent no sooner than 19-days after the bill distribution date and no less than seven (7)-days prior to the potential discontinuation of services date.

4. Where a landlord-tenant relationship exists (where the billing address is different than the service address, the payment delinquency notice will also be sent to "Occupant" at the service address. The payment delinquency notice to the "Occupant" (tenant in the landlord-tenant relationship) will apprise the Occupant of the Occupant's right to become the customer of record. Barring intervention (e.g. payment of the delinquency) to preclude such by the landlord, the tenant will be informed of the right to become the customer to whom the future services will be billed without the Occupant being required to pay the amount due on the delinquent account.

5. If the bill remains unpaid or is otherwise unresolved via alternative payment options, transition in the customer of record (landlord-tenant), or appeal, the District will send a shut off notice no less than 48-hour prior to discontinuation of service.

D. Customers whose water service has been discontinued may contact the District by telephone at (916) 991-1000 or in person regarding restoration of service. Restoration will be subject to payment of the delinquent charges, reconnection fees and established security deposit if required by the District. Water service reconnections requested and performed after normal business hours are subject to an additional fee.

IV. Notices

A. Written Notices to Customer

The District will provide notices as described above. The notices will be in English and will include instructions in the languages listed in Section 1632 of the Civil Code for receiving a translated copy of the notice.

1. the name and address of the customer;
2. the amount of the delinquency;
3. the date by which payment or payment arrangements must be made to avoid discontinuation of service;
4. the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;
5. a description of the procedure by which the customer may request an amortization, reduction, or other alternative payment arrangement;
6. the procedure for the customer to obtain information on financial assistance, if applicable; and
7. the telephone number where the customer may request a payment arrangement or receive additional information from the District.

B. Posting of Notice to Occupants at Service Address

The District will make a reasonable, good faith effort to contact an adult person living at the service address by hand delivery a shut off notice and placing in a conspicuous place at the service address.

C. Bill Amortization

The District will consider a request to amortize the bill over a reasonable period of time, not to exceed six (6) months. The amortization schedule and amounts due will be set forth in writing and provided to the customer. During the amortization period, the customer must remain current on all water service charges in subsequent billing periods.

The District may terminate water service if the customer fails to pay an amortized amount due by the schedule date and the original amount due is delinquent by at least sixty (60) days. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

D. Contact

Customers are encouraged to contact the Customer Service Department for further details regarding this policy or customer assistance options during business hours at (916) 991-1000. Customers may also visit the District's Customer Service desk in person Monday through Friday, from 7:00 a.m. to 4:00 p.m., except on District holidays.

V. When Service Will Not Be Discontinued

A. General

The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public. In addition, the District will not discontinue residential water service for nonpayment during the District's investigation of a customer dispute or complaint; during an appeal to the District's Board of Directors; during a District-approved extension, amortization, alternative payment schedule, or reduction, if the customer remains in compliance with the payment arrangement; [or as may be required by local, state, or federal law.](#)

B. Special Circumstances with Amortization Agreement

The District will not discontinue water service if all of the following are met:

- i. The customer is willing to enter into an amortization with respect to the delinquent charges
- ii The customer is the account holder of record.
- iii. The customer is not currently in an Amortization Agreement with the District.

For any customers who meet all of the above qualifications, the District will offer the customer amortization of the unpaid balance. The District's General Manager will select terms and conditions for the amortization.

The District will review the request for amortization within seven (7) days and: (1) notify the customer of the amortization terms selected by the District and request the customer's signed assent to participate in the amortization; (2) request additional information from the customer; or (3) notify the customer that they do not meet the qualifications.

Discontinuation of Water Service for Nonpayment Policy

The District may discontinue water service if a customer who has been granted an amortization under this section fails to do any of the following for sixty (60) days or more: (a) to pay any amortized amount due under the amortization schedule; or (b) to pay his or her current charges for water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

VI. Other Remedies

In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District will be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

Discontinuation of Water Service for Nonpayment Policy

VI. Discontinuation of Water Service for Other Customer Violations

The District reserves the right to discontinue water service for any violations of District ordinances, rules, or regulations other than nonpayment.

VII. Fees and Charges Incurred

Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the District, including, but not limited to, delinquent charges, will be due and payable as set forth therein.

VIII. Decisions by District Staff

Any decision which may be appealed to the District's General Manager. The General Manager's ruling may be appealed to the Board of Directors and/ or the Board's designee.

[A customer may initiate a complaint or request an investigation regarding the amount of a bill within fifteen \(15\) days of receiving a disputed bill. For purposes of requesting review of the amount of a bill, a bill shall be deemed received by a customer five \(5\) days after mailing. The customer may submit a written request to review the amount of the bill to the District, which shall provide a written determination to the customer provided the request is made within the fifteen \(15\) day complaint window.](#)

IX. Translations

A. Policy

Translations of this policy in the languages listed in Section 1632 of the Civil Code are available at the District office or website.

- i. Please visit our office or website for a translation of this policy.
- ii. Visite nuestra oficina o sitio web para obtener una traducción de este política.
- iii. 请访问我们的办公室或网站，了解本政策的翻译。
- iv. Mangyaring bisitahin ang aming opisina o website para sa isang pagsasalin ng patakarang ito.
- v. Vui lòng truy cập văn phòng hoặc trang web của chúng tôi để dịch bản chính sách này.
- vi. 이 정책에 대한 번역은 저희 사무실이나 웹 사이트를 방문하십시오.

B. Notices

All written notices issued under this Policy will be available at the District office or website in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the District's service area.

X. References

- A. California Water Code div. 1, ch. 1, § 106.3
- B. California Health & Safety Code, div. 104, part 2, ch. 6, § 116900 et seq. (SB 998 [2018])
- C. California Government Code, tit. 6, div. 1, § 60370 et seq.
- D. California Civil Code div. 3, part 2, title 2, § 1632
- E. California Senate Bill 998 (SB 998)

HEALTH AND SAFETY CODE - HSC**DIVISION 104. ENVIRONMENTAL HEALTH [106500 - 119406]**

(Division 104 added by Stats. 1995, Ch. 415, Sec. 6.)

PART 12. DRINKING WATER [116270 - 117130]

(Part 12 added by Stats. 1995, Ch. 415, Sec. 6.)

CHAPTER 6. Discontinuation of Residential Water Service [116900 - 116926]

(Chapter 6 added by Stats. 2018, Ch. 891, Sec. 2.)

116900.

This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116902.

For the purposes of this chapter, the following definitions apply:

- (a) "Board" means the State Water Resources Control Board.
- (b) "Public water system" has the same meaning as defined in Section 116275.
- (c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.
- (d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.
- (e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116904.

- (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.
- (b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116906.

(a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585 and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116908.

(a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to

which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116910.

(a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option.

Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116912.

An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116914.

(a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116916.

(a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116918.

An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116920.

(a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.
(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116922.

All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.
(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116924.

Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the

procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

116926.

This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

(Added by Stats. 2018, Ch. 891, Sec. 2. (SB 998) Effective January 1, 2019.)

Government Code - GOV**TITLE 6. DISTRICTS [58000 - 62262] (Title 6 added by Stats. 1951, Ch. 331.)****DIVISION 1. GENERAL [58000 - 60375.5] (Heading of Division 1 renumbered from Division 2 by Stats. 1987, Ch. 56, Sec. 88.)****CHAPTER 9.6. District Utility Services [60370 - 60375.5] (Chapter 9.6 added by Stats. 1988, Ch. 422, Sec. 1.)****60372.**

- (a) No district furnishing its inhabitants with light, water, power, or heat may terminate residential service for nonpayment of a delinquent account unless the district first gives notice of the delinquency and impending termination, as provided in Section 60371.
- (b) No district shall terminate residential service for nonpayment in any of the following situations:
- (1) During the pendency of an investigation by the district of a customer dispute or complaint.
 - (2) When a customer has been granted an extension of the period for payment of a bill.
 - (3) On the certification of a licensed physician and surgeon that to do so will be life threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the district pursuant to subdivision (e) with respect to all charges that the customer is unable to pay prior to delinquency.
- (c) Any residential customer who has initiated a complaint or requested an investigation within five days of receiving the disputed bill, or who has, within 13 days of mailing of the notice required by subdivision (a), made a request for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment, shall be given an opportunity for review of the complaint, investigation, or request by a review manager of the district. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed 12 months. No termination of service shall be effected for any customer complying with an amortization agreement, if the customer also keeps the account current as charges accrue in each subsequent billing period.
- (d) Any customer whose complaint or request for an investigation pursuant to subdivision (c) has resulted in an adverse determination by the district may appeal the determination to the board. Any subsequent appeal of the dispute or complaint to the board is not subject to this section.
- (e) Any customer meeting the requirements of paragraph (3) of subdivision (b) shall, upon request, be permitted to amortize, over a period not to exceed 12 months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment.
- (Added by Stats. 1988, Ch. 422, Sec. 1.)*

60373.

- (a) No district furnishing light, heat, water, or power may terminate residential service on account of nonpayment of a delinquent account unless the district first gives notice of the delinquency and impending termination, at least 10 days prior to the proposed termination, by means of a notice mailed, postage prepaid, to the customer to whom the service is billed not earlier than 19 days from the date of mailing the district's bill for services, and the 10-day period shall not commence until five days after the mailing of the notice.

Agenda Item 4.4

(b) Every district shall make a reasonable, good faith effort to contact an adult person residing at the premises of the customer by telephone or in person at least 48 hours prior to any termination of service except that whenever telephone or personal contact cannot be accomplished, the district shall give, by mail or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination.

(c) Every notice of termination of service pursuant to subdivision (a) shall include all of the following information:

- (1) The name and address of the customer whose account is delinquent.
- (2) The amount of the delinquency.
- (3) The date by which payment or arrangements for payment is required in order to avoid termination.
- (4) The procedure by which the customer may initiate a complaint or request an investigation concerning service or charges, except that if the bill for service contains a description of that procedure, the notice pursuant to subdivision (a) is not required to contain that information.
- (5) The procedure by which the customer may request amortization of the unpaid charges.
- (6) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state, or federal sources, if applicable.
- (7) The telephone number of a representative of the district who can provide additional information or institute arrangements for payment.

Every notice of termination of service pursuant to subdivision (b) shall include the items of information in paragraphs (1), (2), (3), (6), and (7).

All written notices shall be in a clear and legible format.

(d) If a residential customer fails to comply with an amortization agreement, the district shall not terminate service without giving notice to the customer at least 48 hours prior to termination of the conditions the customer is required to meet to avoid termination, but the notice does not entitle the customer to further investigation by the district.

(e) No termination of service may be effected without compliance with this section, and any service wrongfully terminated shall be restored without charge for the restoration of service.

(Amended by Stats. 1995, Ch. 529, Sec. 10. Effective October 4, 1995.)

60374.

No district shall, by reason of delinquency in payment for any electric, gas, heat, or water services, cause cessation of the services on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the district are not open to the public.

(Added by Stats. 1988, Ch. 422, Sec. 1.)

60375.5.

The decision of a district to require a new residential applicant to deposit a sum of money with the district prior to establishing an account and furnishing service shall be based solely upon the credit worthiness of the applicant as determined by the district.

(Added by Stats. 1989, Ch. 1066, Sec. 2.)

City of Fort Bragg Water Department Shut-off Policy

Purpose/Background:

This policy enumerates the City of Fort Bragg Water Department's (hereinafter referred to as "City Water Department") administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the City Water Department's website. The City Water Department can be contacted by phone at (707) 961-2825 to discuss options for averting termination of water service for nonpayment under the terms of this policy.

Text of policy:

As an urban or community water system that supplies water to more than 200 service connections, the City Water Department is governed by Senate Bill No. 998.

Delinquent Account:

The City Council of the City of Fort Bragg has set the water billing period to be the tenth day of the month following the month of service delivery and deems water bills delinquent if not paid by the third day of the month following the billing period (Resolution 4065-2018). The following rules shall apply to the collection of delinquent accounts:

1. **Small Balance Accounts:**

Any balance on a bill of \$20 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.

2. **Delinquent Notice:**

If payment for a bill is not received by close of business on the third day of the month following the billing period, a late fee will be assessed. The due date and late fee will be displayed prominently on the bill. Upon a bill becoming delinquent, the Water Department shall give the person or entity responsible for payment of the bill (hereinafter referred to as "customer") a notice of delinquency stating that water service will be discontinued after sixty (60) days. The delinquent notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The City

Water Department assumes no responsibility for contact information that has not been kept up-to-date by the customer.

3. Waiver of Late Fee:

At the request of the customer, the City Water Department will waive the late fee if there are extenuating circumstances and the customer has been assessed a late fee for delinquent payment no more than once in the proceeding twelve months.

4. Alternative Payment Arrangements:

Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The City Water Department shall not discontinue water service for non-payment if a customer has requested and entered into an alternative payment arrangement. Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. A down payment of twenty (20) percent of the customer's outstanding balance will be due at the time of signing. An amortization plan will amortize the remaining unpaid balance over a period not to exceed two (2) months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.

5. First Disconnection Notice:

The City Water Department shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. The Water Department shall give the customer a first notice of disconnection approximately thirty (30) days but in no event less than seven (7) business days before termination of service for non-payment. The written first disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The first written disconnection notice will include:

- Customer's name and address

- Amount that is past due
- Date by which payment or payment arrangements are required to avoid termination of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- City Water Department phone number and a web link to the City Water Department's written collection policy

a) Notice to Residential Tenants/Occupants in an Individually Metered Residence

The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

b) Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter

The City Water Department will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City Water Department without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water

service to the satisfaction of the City Water Department, or if there is a physical means, legally available to the City Water Department, of selectively terminating service to those occupants who have not met the requirements for service, the City Water Department will make service available to the occupants who have met those requirements.

If the written first disconnection notice is returned through the mail as undeliverable, the City Water Department will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.

6. Final Disconnection Notice:

Failure to comply with the terms of an amortization plan for sixty (60) days or more or failure to pay current residential service charges for sixty (60) days or more will result in the issuance of a final disconnection notice. The final disconnection notice will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service.

7. Forty-eight (48) Hour Courtesy Call:

The City Water Department will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The means of notification will be by phone. Customer accounts may be designated to receive notification by text message if requested by Customer. The forty-eight (48) hour courtesy call is meant entirely as a courtesy and failure of the Water Department to send the notice or failure by the customer to receive the notice shall not constitute an acceptable reason for non-payment or delay of disconnection.

8. Disconnection Deadline:

All delinquent water service charges and associated fees must be received by the City Water Department by 5:00p.m. on the day specified in the written disconnection notice.

9. Disconnection of Water Service for Non-Payment:

The City Water Department will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a delinquent notice, a first disconnection notice, a final

disconnection notice and a forty-eight (48) hour courtesy call. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within 7 days of initial disconnection.

10. Re-establishment of Service:

In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The City Water Department will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than City Water Department personnel or without City Water Department authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

11. Re-establishment of Service After Business Hours:

Service restored after 3:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the City Water Department's billing department no later than noon the following business day to pay the subject fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. City Water Department staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day.

12. Notification of Disposition of Returned Check:

Upon receipt of a returned check taken as payment of water service or other charges, the City Water Department will consider the account not paid. The City Water Department will make a reasonable, good faith effort to provide a 48-hour courtesy notice of termination of service due to a returned check. The means of notification will be by phone. Customer accounts may be designated to receive notification by text message if requested by Customer.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay

the returned check charge must be in cash, credit card or certified funds.

13. Returned Checks for Previously Disconnected Service:

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the City Water Department restores service, the City Water Department may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for non-payment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

14. Disputed Bills:

If a customer disputes a bill, they must follow the procedure outlined in the City's Municipal Code chapter 14.04.034. Appeals must be in writing and must be filed no later than (15) days after a delinquency notice has been issued. If a customer disputes the water bill and exercises their right to appeal to the City Manager, the City Water Department will not disconnect water service for non-payment while the appeal is pending.



San Miguel Utility Billing Policy November 2018

Section 1. Policy Purpose and Application

The Board of Directors adopts this policy to:

- a. Provide procedures for billing of varied occupancies based on the approved rate structure;
- b. Provide a fair and impartial procedure for customers to dispute fees assessed by the District;
- c. Establish a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations;
- d. Facilitate timely payment from District customers to meet the District's financial obligations;
- e. Ensure that customers that meet their obligation of timely payment do not bear the additional cost of those who do not;
- f. Establish enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found;
- g. Establish procedures for District customers to dispute the accuracy of any utility bill, late fee, or other enforcement mechanism used by the District for the collection of utility charges.

Section 2. Payment Due

Payment for services shall be due upon receipt and are deemed past due by the 10th of the following month. Accounts are subject to discontinuation of services, per Section 6 of this Policy, 60 days after the billing date shown on the bill ("Discontinuation of Services Date").¹

Section 3: Late Fees

- a. Payments received after the due date will be assessed a ten percent (10%) penalty of any unpaid balance, in compliance with California Government Code section 61115, subdivision (A)(3)(c). For every month a balance remains unpaid, the District will assess an additional one percent (1%) penalty for each month the balance remains unpaid. The additional 1% penalty each month is in addition to the initial ten percent (10%) penalty.

¹ This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.

- b. The District will waive interest charges on delinquent bills once every 12 months for a residential customer who can demonstrate to that his or her household income is below 200 percent of the federal poverty line.²
- c. Each customer shall be responsible for paying reasonable expenses of collection, including, but not limited to, attorney’s fees and costs should it become necessary to use such measures to collect the charges on the customer’s account.

Section 4 application of monthly water and wastewater rates based on occupancy

- a. Large meters
 - i. Water Billing:
All services with water meters 1 1/2” and larger in size, regardless of occupancy, will be considered commercial and charged according to the size of the meter in addition to the non-residential usage tier rates for actual usage. Within the initial fixed charge, which is indicated on the customer’s water bill, the service will be granted 5 hundred cubic feet (“HCF”). Actual usage fees will apply after the initial 5 HCF.
 - ii. Wastewater Billing:
All services with water meters 1 1/2” and larger in size will be charged one commercial fixed charge per building and a usage rate based on their volumetric strength, as determined by the current strength listing adopted by board resolution.

The volumetric rate will be based on the predominant building usage based on square footage within the building. If a building has two occupancies of equal square footage within the building, then the usage rate will be the higher of the two.

- b. Small meter (water meters 1” and smaller)
 - i. Water Billing:

SINGLE FAMILY RESIDENTIAL

All water meters 1” and smaller in size which serve single-family residences will be charged one (1) 1” meter fixed rate per separate residence and usage based on the Single-Family Tier structure. Within the initial fixed charge, which is indicated on the customer’s water bill, the he service will be granted 5 HCF per separate residence. Actual usage fees will apply after the initial 5 HCF per separate residence.

MULTIFAMILY RESIDENTIAL

All water meters 1” and smaller in size which serve properties with multi-family residential units will be charged one (1) 1” meter fixed rate per residential building and usage based on the Single-Family Tier structure. The service will be granted 5 HCF per residential building within the fixed rate. Actual usage fees will apply after the initial 5 HCF per residential building.

² This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.

COMMERCIAL OR MIXED USE

All water meters 1" and smaller in size which serve properties with commercial or mixed-use occupancies will be classified as commercial and charged one (1) 1" meter fixed rate per building and usage based on the non-residential Tier structure. The service will be granted 5 HCF per building within the fixed rate. Actual usage fees will apply the initial 5 units per building.

ii. Wastewater Billing:**SINGLE FAMILY RESIDENTIAL**

All water meters 1" and smaller in size that serve single-family residence(s) will be charged one (1) single family fixed charge per residence.

MULTIFAMILY RESIDENTIAL

All water meters 1" and smaller in size that serve multifamily dwelling units will be charged one (1) multifamily fixed charge per dwelling unit.

COMMERCIAL OR MIXED USE

All water meters 1" and smaller in size that serve commercial, or mixed-use occupancies will be charged one commercial fixed charge per building and a usage rate based on their volumetric strength as determined by the strength listing.

The volumetric rate will be based on the predominant building usage based on square footage within the building. If a building has two occupancies of equal square footage within the building, then the usage rate will be the higher of the two.

Properties with multiple residential buildings which are each 500 square feet or less in size and served by a single meter will be considered commercial in nature and charged one (1) commercial fixed charge and usage rate based on their volumetric strength as determined by the strength listing.

Section 5: Long term Suspension of service

- a. Upon written request to the District General Manager, a customer can request that their water and sewer service be suspended for a period of no less than six (6) months.
- b. A written request must be made at least 15 days prior to the requested suspension date indicating the reason for the suspension, date of shutoff, and date of restart. The written request must contain the name of a contact, and that person's contact information for the customer while they are out of the area or an alternate contact for someone able to make financial commitments on behalf of the current customer.
- c. If the customer is not the property owner, authorization from the property owner must also be provided prior to approval of the suspension.
- d. In order to process the request for suspension the account must be paid in full at the time of suspension.
- e. Only one suspension will be allowed per year per account.
- f. On the day of the suspension the water meter will be turned off and locked.
- g. The District is not responsible for damage to piping or personal property past the water meter due to the long-term suspension of water and sewer service.

- h. If the service to be suspended also provide water to residential or commercial fire sprinklers, then the suspension of that service will cause the fire sprinklers to not work. The District is not responsible for damage to the building, fire sprinkler system, or any other property as a result of the water being turned off at the account holders request.

Section 6: Discontinuance of Service

Notice to Residential Owner

Prior to the Discontinuance of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible by text or email regarding the outstanding charges.
- b. The District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuance of Services Date.
 - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
 - This notice will include the following information:
 1. Name and address of the delinquent customer;
 2. The amount of the delinquency;
 3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
 4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
 5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
 6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable); and
 7. The telephone number of a District employee who can provide additional information or institute arrangements for payment.
- c. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
- d. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult residing at the residence by telephone, text or email at least 24 hours prior to the Discontinuance of Service Date.
- e. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
- f. Should a customer’s service be disconnected, at the time of disconnection a “Notice of Service Disconnection” will be posted via door hanger at that time.

- g. Services shall not be disconnected pending an appeal, as outlined in Section 9 of this Policy below, or pending a request for relief, until the Board of Directors rules on the appeal.
- h. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

Notice to Landlord/Tenant Individual Meter

For residential occupants receiving services through an individual meter in a detached single-family dwelling, a multi-unit residential structure, mobile home park, or a permanent residential structure in a labor camp, and the owner, manager, or operator is listed as the customer of record, and the District will provide notice to the residential occupant(s) that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least ten (10) days prior to the Discontinuation of Services Date.
 - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
 - This notice will include the following information:
 1. Name and address of the delinquent customer;
 2. The amount of the delinquency;
 3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
 4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
 5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
 6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
 7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
 8. The date that the District will discontinue services; and
 9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account.
- b. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
- c. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult

residing at the residence by telephone, text or email at least 24 hours prior to any termination of service.

- d. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
- e. Should a customer's service be disconnected, at the time of disconnection a "Notice of Service Disconnection" will be posted via door hanger at that time.
- f. Services not disconnected prior to an appeal, as outlined in Section 9 of this Policy below, or request for relief shall not be disconnected until the Board of Directors rules on the appeal.
- g. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

Notice to Landlord/Tenant Master Meter

For residential occupants receiving services through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp, and the owner, manager, or operator is listed as the customer of record, provide notice to each residential unit that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuation of Services Date.
 - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
 - This notice will include the following information:
 1. Name and address of the delinquent customer;
 2. The amount of the delinquency;
 3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
 4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
 5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
 6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
 7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
 8. The date that the District will discontinue services;
 9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account; and

10. Must specify, in plain language, what the residential occupants are required to do in order to prevent discontinuation of service, or to reestablish service; and
11. The telephone number of a qualified legal services project, which has been recommended by the local county bar association.

Notice to Elderly or Dependent Adult

If a customer is 65 years of age or older, or a dependent adult, the following must apply:

- a. The District must provide an option to these customers for third-party notification services. For example, a qualified customer may designate his or her adult child as the designated third-party to be notified about a delinquent payment.
- b. The qualified customer shall make a request to designate a third-party to be notified on a form provided by the District and shall include the written consent of the designated third-party.
- c. The third-party notification does not obligate the third-party to pay the overdue charges, nor shall it prevent or delay the termination of services.
- d. If a qualified customer requests third-party notification, the District must attempt to notify the designated third-party to receive notification when the qualified customer's account is past due and subject to discontinuation of services.
- e. Notification shall include information on requirements to prevent discontinuation of services.

Exceptions to Discontinuation of Services

The District will not discontinue services in the following instances:

- a. On Saturday, Sunday, legal holiday, or hours during which business offices of the District's Utility Department are not open to the public;
- b. If the customer disputes the bill and during the pendency of an investigation into the customer's dispute or complaint, as outlined in Section 7 of this Policy;
- c. When the customer has been granted an extension of the period to pay the bill (however, termination may be applicable if the extension period expires);
- d. If the customer is compliant with an amortization agreement and the customer also keeps the account current as charges accrue in each subsequent billing period; and
- e. A licensed physician or surgeon has certified that termination of services will be life threatening to the customer, and the customer is financially unable to pay for service in the normal payment period, and the customer is willing to enter into an amortization agreement for all charges that the customer is unable to pay prior to delinquency.

Section 7: Request for Relief

- a. Any customer of the District may file a written request with the General Manager disputing any fee or charge assessed by the District or water service disconnection within five (5) days of the fee becoming due or water service becoming disconnected. Time limitations prescribed by this subsection shall not apply within the first ninety (90) days of this policy's adoption.

- b. Within thirteen (13) days of submitting the request in writing, the customer may make a request for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment.
- c. The General Manager shall review all written requests for relief and either deny the request or grant the relief requested or a portion thereof. Factors for consideration shall include:
 - 1. Billing errors;
 - 2. Faulty meter or a misread meter;
 - 3. A water leak was present necessitating a leak adjustment;
 - 4. Consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time; and
 - 5. Any other factor deemed relevant by the General Manager.

Section 8: Request for Relief, leak adjustments

- a. Any customer of the District may file a written request for a leak adjustment.
 - i. The written request must include the following information: account number, name on the account, date leak was fixed, cause of the leak, supporting information of the leak repair (receipts, pictures, etc.).
- b. To apply for a leak adjustment, the following conditions must be met:
 - i. The customer's account must be current, the customer must have taken immediate action to repair the leak once the leak was identified, and the customer must not have had any other leak adjustment within 12 months of the current request.
- c. If approved by the General Manager, the amount of the credit will be determined by subtracting the average of the previous 12 months' bills from the bill for the period in which the leak occurred and dividing that amount by two.

Section 9: Appeals

- a. Any customer of the District who disputes the General Manager's final decision under section 7 and 8 of this policy, may appeal the decision by filing a "Notice of Appeal" no later than fifteen (15) days from the date of the General Manager's final decision. Appeals of the General Manager's decision shall be heard by the Board of Directors.
- b. No customer shall be entitled to a hearing before the Board of Directors without first requesting relief pursuant to Section 7 or Section 8.
- c. The Notice of Appeal shall set forth the basis for the appeal and all facts upon which the appeal is based.
- d. Within fifteen (15) days of receiving the Notice of Appeal, the General Manager shall notify the appellant of the time and place for the hearing. The General Manager shall provide notice of the hearing to the appellant no later than fourteen (14) days prior to the hearing.
- e. The customer may present evidence demonstrating that the utility bill is inaccurate, or the amount owed is improper. The General Manager may present evidence that demonstrates the accuracy of the utility bill and evidence that justifies the amount of the utility bill.
- f. The Board of Directors may affirm the amounts assessed by the General Manager, reduce any portion of the delinquent amount or penalties, or find that the imposition of the

Resolution 2018-35

- penalty is not warranted. When reducing the amount sought by the utility bill, the Board shall make a finding on the record that the reduction is in the public interest.
- g. The Board of Directors' decision shall be final, and outstanding balances shall be due immediately, unless otherwise extended by the Board of Directors.
 - h. The Board of Directors, in its sole discretion, may refuse to hear an appeal and instead have the appeal heard by a neutral arbitrator. Costs of arbitration prescribed by this subsection shall be split evenly by the District and the customer.

Section 10. Collection Via Tax Roll

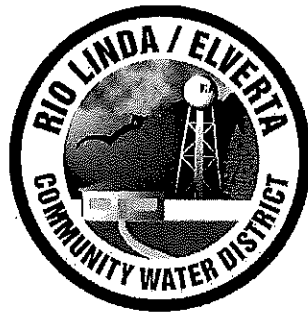
Any amount that remains outstanding thirty (30) days after the appeal hearing or any amount that becomes final and unappealable may be collected on the tax roll in the same manner as property taxes, pursuant to Government Code section 61115. The General Manager shall prepare and file a report with the Board of Directors that describes the affected property and the amount of charges and delinquencies for the year. The General Manager shall publish notice of the filing of the report and of the time and place for a public hearing in a newspaper of general circulation once a week for two weeks at least fourteen (14) days prior to the public hearing.

At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties prior to adopting the final report. The Board of Directors determination on each affected parcel and its determinations shall be final.

After the Board of Directors adopts the final report, the General Manager shall submit the final report to the County of San Luis Obispo Clerk Recorder on or before June 1st of each year, and the delinquent charges shall become an assessment against each affected parcel and collected in the same manner as property taxes.

Section 11. Severability

If any part of this policy, or the application thereof to any person or circumstance, is held invalid, the remainder of the policy, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the sections of this policy are severable.



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

Date: January 27, 2020

Subject: Budget Revisions

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee reviewed this item and forwarded it to the January 27th Board agenda. The Executive Committee supports the GM minor budget revision option, which does not entail a formal Board action.

Current Background and Justification:

Consistent with the policy in years past, the District has customarily considered a mid-year budget revision. Last year, the Board appropriately adopted policy revisions to allow the General Manager to perform minor budget revisions, which do not increase the overall spending, e.g. move funding from underspent line items to line items with anticipated cost overruns. Such GM minor budget revisions would be reported to the Board subsequent to the minor revisions performed by the GM.

The budget to actual report with explanations included with your agenda packets illustrates that a GM minor budget revision is the appropriate method for the current circumstances. The adjustments needed are relatively minor, and the adjustments will not increase the overall spending approved at the Board's public hearing in August 2019.

Conclusion:

I recommend the Board confirm the Executive Committee's direction to direct a GM minor budget revision and report back to the Board at the February 24th meeting.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

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

RLECWD Agenda Item Checklist

Item 4.5

Date

Initial Potential Meeting Date

1/27/2020

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

Discuss mid-year budget revision and/or General Manager minor budget revision and provide direction to staff

12/24/2019

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

1/3/2020

Review by appropriate Executive 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

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020

MID-YEAR OPERATING BUDGET 2019-20
Minor Budget Revisions and Reallocation

Agenda Item 4.5

	JUL-DEC 2019 ACTUAL UNAUDITED	CURRENT 2019-2020 BUDGET	MIDYEAR 2019-2020 BUDGET	DIFFERENCE	EXPLANATION
OPERATING EXPENSE					
60010 PROFESSIONAL FEES					
60011 General Counsel fees-Legal	\$7,802.00	\$65,000.00	\$65,000.00	\$0.00	To be decreased. to adjust for projected expense
60012 Auditor Fees	11,212.00	10,731.00	10,731.00	0.00	To be increased to adjust for GASB 75
60013 Engineering Services	25,000.00	70,000.00	70,000.00	0.00	
60015 Other Professional Fees	225.00	25,000.00	25,000.00	0.00	To be increased to adjust for collaboration study
TOTAL PROFESSIONAL FEES	44,239.00	170,731.00	170,731.00	0.00	
60100 PERSONNEL SERVICES					
60110 Salaries & Wages					
60111 Salary - General Manager	50,714.00	113,344.00	113,344.00	0.00	To be increased per GM contract terms
60112 Staff Regular Wages	258,908.00	569,444.00	569,444.00	0.00	To be increased per MOU contract terms
60113 Contract Extra Help	0.00	0.00	0.00	0.00	
60114 Staff Standby Pay	8,300.00	18,250.00	18,250.00	0.00	
60115 Staff Overtime Pay	4,818.00	10,200.00	10,200.00	0.00	
Total Salaries & Wages	322,740.00	711,238.00	711,238.00	0.00	
60150 Employee Benefits and Expenses					
60151 PERS Retirement	61,565.00	124,190.00	124,190.00	0.00	To be increased for projected expense
60152 Workers Compensation	6,987.00	16,054.00	16,054.00	0.00	
60153 Group Insurance	84,583.00	217,740.00	217,740.00	0.00	
60154 Retirees Insurance	8,463.00	22,110.00	22,110.00	0.00	To be reduced due to retiree death in current FY
60155 Staff Training	200.00	5,000.00	5,000.00	0.00	
60157 Uniforms	2,462.00	4,650.00	4,650.00	0.00	
60158 Payroll Taxes	27,392.00	56,494.00	56,494.00	0.00	To be increased per contract terms
60159 Payroll Services	646.00	1,200.00	1,200.00	0.00	
60160 457 Employer Contribution	4,690.00	9,425.00	9,425.00	0.00	To be increased per GM & MOU contract terms
Total Employee Benefits and Expenses	196,988.00	456,863.00	456,863.00	0.00	
TOTAL PERSONNEL SERVICES	\$519,728.00	\$1,168,101.00	\$1,168,101.00	\$0.00	Expected minor net increase

MID-YEAR OPERATING BUDGET 2019-20
Minor Budget Revisions and Reallocation

Agenda Item 4.5

	JUL-DEC 2019 ACTUAL UNAUDITED	CURRENT 2019-2020 BUDGET	MIDYEAR 2019-2020 BUDGET	DIFFERENCE	EXPLANATION
60200 ADMINISTRATION					
60205 Bank and Merchant Fees	\$2,993.00	\$4,500.00	\$4,500.00	\$0.00	
60207 Board of Director-Meeting Fees	5,975.00	10,770.00	10,770.00	0.00	
60210 Building Expenses					
60211 Office Utilities	2,621.00	6,000.00	6,000.00	0.00	
60212 Janitorial	1,170.00	2,340.00	2,340.00	0.00	
60213 Maintenance	836.00	7,500.00	7,500.00	0.00	Potential decrease based on last two prior FY
60214 Security	168.00	400.00	400.00	0.00	
Total Building Expenses	4,795.00	16,240.00	16,240.00	0.00	
60220 Computer & Equipment Maint.					
60221 Computer Systems	9,946.00	25,000.00	25,000.00	0.00	
60222 Office Equipment	1,633.00	3,650.00	3,650.00	0.00	
Total Computer & Equipment Maint.	11,579.00	28,650.00	28,650.00	0.00	
60230 Office Expense	1,295.00	7,000.00	7,000.00	0.00	Potential decrease based on last two prior FY
60240 Postage and Delivery	7,995.00	20,000.00	20,000.00	0.00	
60250 Printing	836.00	3,400.00	3,400.00	0.00	
60255 Meetings & Conferences	73.00	4,000.00	4,000.00	0.00	
60260 Publishing	88.00	800.00	800.00	0.00	
60270 Telephone & Internet	1,853.00	5,500.00	5,500.00	0.00	
60430 Insurance					
60431 General Liability	10,999.00	21,221.00	21,221.00	0.00	
60432 Property	2,806.00	5,611.00	5,611.00	0.00	
Total Insurance	13,805.00	26,832.00	26,832.00	0.00	
60500 Water Memberships					
60501 SAWWA	0.00	110.00	110.00	0.00	
60502 Regional Water Authority	9,355.00	9,355.00	9,355.00	0.00	
60503 SGA	24,210.00	24,210.00	24,210.00	0.00	
60504 ACWA	9,640.00	9,923.00	9,923.00	0.00	To be decreased per actual YTD
60505 CSDA	7,077.00	7,077.00	7,077.00	0.00	
60507 CRWA	0.00	1,326.00	1,326.00	0.00	
Total Water Memberships	50,282.00	52,001.00	52,001.00	0.00	
60550 Permits & Fees	8,762.00	40,000.00	40,000.00	0.00	Potential decrease based on last two prior FY
60555 Subscriptions & Licensing	879.00	2,120.00	2,120.00	0.00	
60560 Elections	0.00	0.00	0.00	0.00	
60565 Uncollectable Accounts	0.00	2,000.00	2,000.00	0.00	
60570 Other Operating Expenditures	468.00	500.00	500.00	0.00	
TOTAL ADMINISTRATION	\$111,678.00	\$224,313.00	\$224,313.00	\$0.00	
64000 CONSERVATION					
64001 Community Outreach	0.00	300.00	300.00	0.00	
64005 Other Conservation Programs	0.00	0.00	0.00	0.00	
TOTAL CONSERVATION	0.00	300.00	300.00	0.00	

MID-YEAR OPERATING BUDGET 2019-20
Minor Budget Revisions and Reallocation

Agenda Item 4.5

	JUL-DEC 2019 ACTUAL UNAUDITED	CURRENT 2019-2020 BUDGET	MIDYEAR 2019-2020 BUDGET	DIFFERENCE	EXPLANATION
65000 FIELD OPERATIONS					
65100 Other Field Operations					
65110 Backflow Testing	\$397.00	\$3,000.00	\$3,000.00	\$0.00	
65120 Construction Equipment Maintenance	6,440.00	5,500.00	5,500.00	0.00	To be increased to adjust for projected costs
65130 Field Communication	1,216.00	2,600.00	2,600.00	0.00	
					To be decreased to reflect Ferguson/Neptune
65140 Field IT	6,378.00	28,000.00	28,000.00	0.00	Maint contract change
65150 Laboratory Services	13,297.00	23,500.00	23,500.00	0.00	
65160 Safety Equipment	481.00	5,000.00	5,000.00	0.00	
65170 Shop Supplies	4,641.00	5,000.00	5,000.00	0.00	To be increased to adjust for projected costs
Total Other Field Operations	32,850.00	72,600.00	72,600.00	0.00	
65200 Treatment	12,772.00	18,000.00	18,000.00	0.00	
65300 Pumping					
65310 Maintenance	9,593.00	25,000.00	25,000.00	0.00	
65320 Electricity and Fuel	95,077.00	180,000.00	180,000.00	0.00	
Total Pumping	104,670.00	205,000.00	205,000.00	0.00	
65400 Transmission & Distribution					
65410 Distribution Supplies	20,090.00	37,000.00	37,000.00	0.00	
65420 Meter Maintenance	40,207.00	56,600.00	56,600.00	0.00	To be increased to adjust for projected costs
65430 Tank Maintenance	0.00	3,000.00	3,000.00	0.00	
65440 Contract Repairs	2,400.00	21,000.00	21,000.00	0.00	
65450 Valve Replacements	0.00	35,000.00	35,000.00	0.00	
65460 Paving Repairs	8,500.00	25,000.00	25,000.00	0.00	
Total Transmission & Distribution	71,197.00	177,600.00	177,600.00	0.00	
65500 Transportation					
65510 Fuel	5,826.00	13,000.00	13,000.00	0.00	
65520 Maintenance	1,735.00	6,000.00	6,000.00	0.00	Potential decrease based on last two prior FY
Total Transportation	7,561.00	19,000.00	19,000.00	0.00	
TOTAL FIELD OPERATIONS	\$229,050.00	\$492,200.00	\$492,200.00	\$0.00	
TOTAL OPERATING EXPENSES	\$904,695.00	\$2,055,645.00	\$2,055,645.00	\$0.00	

MID-YEAR OPERATING BUDGET 2019-20
Minor Budget Revisions and Reallocation

	JUL-DEC 2019 ACTUAL UNAUDITED	CURRENT 2019-2020 BUDGET	MIDYEAR 2019-2020 BUDGET	DIFFERENCE	EXPLANATION
NON OPERATING EXPENSES					
69010 Debt Service					
69100 Revenue Bond 2015					
69105 Revenue Bond 2015-Principle	55,015.00	139,015.00	139,015.00	0.00	Per Loan Payment Schedule
69120 Interest	31,270.00	61,717.00	61,717.00	0.00	Per Loan Payment Schedule
Total Revenue Bond 2015	86,285.00	200,732.00	200,732.00	0.00	
69125 AMI Meter Loan					
69130 Principle	23,955.00	48,281.00	48,281.00	0.00	Per Loan Payment Schedule
69135 Interest	5,302.00	10,233.00	10,233.00	0.00	Per Loan Payment Schedule
Total AMI Meter Loan	29,257.00	58,514.00	58,514.00	0.00	
69400 Other Non Operating Expense	0.00	2,000.00	2,000.00	0.00	
TOTAL NON OPERATING EXPENSES	\$115,542.00	\$261,246.00	\$261,246.00	\$0.00	
TOTAL EXPENSE	\$1,020,237.00	\$2,316,891.00	\$2,316,891.00	\$0.00	Per policy 3.07.500 budget expenses remain unchanged



Items for Discussion and Action

Agenda Item: 4.6

Date: January 27, 2020

Subject: Accessory Dwelling Units, SB 13

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee reviewed the staff report and documents associated with this item and recommends the Board retain its existing policy for requiring a new water connection for detached accessory dwelling units.

Current Background and Justification:

SB 13 was signed into law in October 2019. The legislator's intent is to help mitigate the current affordable housing crisis through promoting the feasibility and decreasing the overhead costs associated with constructing new ADUs. SB 13 makes many comprehensive changes to existing codes and statutes.

Included in the changes imparted by SB 13 are the stipulation requiring mandatory fire sprinkler systems in all new residential construction after January 1, 2011. SB-13 exempts this mandate for ADUs if the main dwelling units is not equipped with fire sprinklers.

Prior to the passage of SB 13, without the exemption in SB 13 for mandatory fire sprinklers, the District had no choice but to require new connections to the distribution system (and associated assessment of capacity fees) for all new construction. Language in SB 13 now stipulates the District "may" require new connections (and associated fees) for detached ADUs, but must NOT require such for attached ADUs, e.g. converting an attached garage into a dwelling unit.

Even if the District establishes a policy to be consistent with the spirit of SB 13 and allows detached ADUs to be constructed without requiring a new connection, tapping into an existing main dwelling unit supply may be infeasible from a minimum flowrate perspective, e.g. a 5/8- inch connection split will result in neither dwelling unit with usable flow. Additionally, the new termination of service and existing landlord - tenant statutes create a potential for awkward scenarios if/when the main dwelling unit fails to pay the water bill.

The January 6th Executive Committee discussion included whether or not the District could allow a 5/8-inch connection for smaller detached dwelling units without mandated fire protection sprinklers. The Executive Committee supports such accommodations.

Conclusion:

I recommend the Board review the material associated with this item and confirm the Executive Committee's recommendation to retain the current policy for requiring new connections for detached accessory dwelling units.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:_____ Harris:_____ Jason Green _____ Gifford_____ Reisig_____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RLECWD Agenda Item Checklist

Item 4.6

Date

Initial Potential Meeting Date1/27/2020

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

Discuss the requirements of SB 13 (Accessory Dwelling Units) and provide direction to staff12/24/2019**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 Work1/3/2020

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

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

N/A 1/8**GM Review**1/22/2020**Actual Meeting Date Set for Agenda Item**1/27/2020

CONTACT US



California Special Districts Association

Districts Stronger Together

New Laws of 2020 Series: New Development Impact Fee Restrictions and Reporting Requirements

By CSDA ADMIN posted 2 days ago

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By Blair Aas, SCI Consulting Group

The 2019 California Legislative Session produced three new laws affecting special districts that received revenue from development impact fees: [SB 13 \(Wieckowski\)](#), [SB 330 \(Skinner\)](#), and [AB 1483 \(Grayson\)](#). This article will overview each of these new laws and offer some general guidance for special districts that must now comply. Special districts will need to review and potentially revise their impact fee schedules, establish new collection procedures, and update their district websites.



Agenda Item 4.6

Many of the new laws established by SB 13, SB 330, and AB 1483 stem from a study bill in 2017, AB 879 (Grayson), which directed the California Department of Housing and Community Development (HCD) to review current practices and provide policy considerations for improving residential development impact fee (DIF) programs in for the purpose of increasing housing production in California. UC Berkeley's Turner Center for Housing Innovation conducted the study for HCD and released their report, Residential Impact Fees in California, in August 2019. The report recommended improvements in fee transparency, fee structure, fee design, and alternative funding options to spur housing growth and affordability.

SB 13 (Wieckowski) Accessory Dwelling Units

Over the past few years, the State Legislature has sought to reduce regulations on the construction of accessory dwelling units (ADUs) to help with California's affordable housing crisis. An ADU, often referred to as a "granny flat" or a "mother-in-law unit," is a secondary housing unit on the same parcel as a single-family home. Affordable housing advocates have long recognized ADUs as an affordable housing option.

SB 13, among other regulatory changes, exempts DIFs for smaller ADUs and requires a specific method of fee determination for larger ADUs. Specifically, DIFs and Quimby in-lieu fees may not be imposed on the construction of ADUs less than 750 square feet. ADUs of 750 square feet or more must be charged proportionately in relation to the square footage of the existing primary dwelling unit on the parcel. Water/sewer connection fees and capacity charges are exempt from these restrictions. However, please note that existing law requires that ADUs may not be considered a new residential use in the determination of water/sewer connection fees and capacity charges.

For example, the calculation of a DIF for the construction of a 750 square foot ADU on a parcel with an existing 2,250 square foot single-family home would be 33.3% ($750 / 2,250$) of the same DIF for a single-family home. The construction of a 600 square foot ADU would be exempt.

To comply with SB 13, special districts that include ADUs in their current fee schedules should coordinate with their respective city/county to adopt revised fee schedules reflecting the exemption for ADUs less than 750 square feet and the mandated fee determination method for ADUs of 750 square foot or more. Likewise, water and sewer districts should consider revising their connection fees

and capacity charges if ADUs are charged separately.

SB 330(Skinner) Housing Crisis Act of 2019

Under SB 330, increases in DIFs and exactions are not allowed during a project's application period – effectively serving to lock-in fees for a project when the project application is submitted. However, such increases are allowed if the resolution or ordinance establishing the fee authorizes automatic inflationary adjustments of the fee over time. Moreover, if construction doesn't commence within 2 ½ years of final approval or the development project is modified to include 20 percent or more housing units or assessable square footage, then the project would become subject to the current fee.

Special districts should work with their respective city/county to ensure that their fee programs authorize automatic inflationary adjustments. Otherwise, a special district could potentially lose out on impact fee revenue by having to impose outdated fees and fee collection departments could incur a greater administrative burden.

For special districts with fee programs with no authorized inflationary adjustment, the fee collection department needs to evaluate the history of the development project to determine the appropriate fee to charge. Upon collection of the fee, the fee collection department would need to confirm the submittal date of the project application, determine if 2 ½ years have passed since the project was approved, and if there has been a 20 percent or more increase in housing units or assessable space, or collect the fee in effect at that time. For this reason, and to satisfy AB 1483 transparency requirements, special districts should post their fees to their websites in effect on January 1, 2018 and any subsequent increases to the fee.

AB 1483 (Grayson) Housing Data: Collection and Reporting

Under AB 1483, special districts with websites must now clearly post their current schedule of fees and exactions and associated justification studies and annual accounting reports. Any updates should be

Agenda Item 4.6

posted within 30 days of any change. Specifically, the types of fees and exactions subject to these transparency requirements include development impact fees, water/sewer connection fees and capacity charges, Quimby land dedication requirements and in-lieu fees, public art in-lieu fees, cost of service fees, construction excise taxes, and Mello-Roos Community Facilities District special taxes.

For these fees and exactions, a special district's website must now include the following information:

- Current schedule of fees and exactions. (Special districts should also provide effective dates and any relative information for an applicant to calculate their payment. Note that the effective date of a development impact fee is not when the special district governing board approves the fee, but when they are adopted by the respective city/county on behalf of the special district.)
- Current and five previous annual accounting reports.
- All associated impact fee nexus studies, cost of service studies, or equivalent justification documents, conducted on or after January 1, 2018. (Although not required, special districts should consider posting the justification documents supporting their current fees and exactions even if conducted before January 1, 2018.)

This article was written by Blair Aas with SCI Consulting Group as part of CSDA's New Laws Series, where experts explain legislation passed in 2019 and how it will impact special districts moving forward. This article is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues, and attorneys should perform an independent evaluation of the issues raised in these materials.

Stay tuned to the New Laws Series in CSDA's E-News for more in-depth analyses on new laws affecting special districts.

Missed Part 3? Read it now: [Settlements, Sexual Assaults, and Statutes](#)

Missed Part 2? Read it now: [AB 1486 Imposes New Requirements for Disposing of Special District Land](#)

Missed Part 1? Read it now: [New Special District Website Requirements Kicking In](#)

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<https://www.csga.net/blogs/csga-admin/2019/11/18/new-development-impact-fee-restrictions-and-report>



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CA, 95814
877.924.2732
|
916.442.7887



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CALIFORNIA SPECIAL DISTRICTS ALLIANCE



**SPECIAL DISTRICT
LEADERSHIP
FOUNDATION**

**DISTRICTS MAKE THE
DIFFERENCE**





Items for Discussion and Action
Agenda Item: 4.7

Date: January 27, 2020

Subject: Consider Selection of Special District Commissioner and Alternate Commissioner Run-off

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board vote for one of the three candidates for Alternate Commissioner in the Sacramento County LAFCo runoff election.

Current Background and Justification:

In November 2019, Sacramento County LAFCo held election to enable the special districts in Sacramento County to fill vacancies for the offices of Commissioner and Alternate Commissioner. The election process filled the Commissioner vacancy. However, the Alternate Commissioner election resulted in the need for a runoff election between three of the nominated candidates.

Conclusion:

I recommend the Board vote for one of the three candidates in the runoff election.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Green: _____ Reisig: _____ Gifford: _____ Harris: _____

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

RLECWD Agenda Item Checklist

Item 4.7

Date

Initial Potential Meeting Date

1/27/2020

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

Board to vote in the Sacramento County LAFCo run-off election for Alternate Commissioner

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.

1/22/2020

Committee Review of Item and Staff Work

N/A

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

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

N/A

GM Review

1/22/2020

Actual Meeting Date Set for Agenda Item

1/27/2020



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: November 26, 2019

TO: Special Districts' Selection Committee

FROM: Don Lockhart, Executive Officer
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Commissioner Run-off**
for the Sacramento Local Agency Formation Commission

Term of Office: **January 1, 2020 to December 31, 2023**

Thank you for your participation in the selection process for the Special District Commissioner and Alternate seats on the Sacramento Local Agency Formation Commission (LAFCo).

This purpose of this memorandum is to announce who was selected by the Special District Selection Committee for the Commissioner and the Alternate Commissioner seats for LAFCo.

The winner by a plurality of votes for the **Commissioner seat is Lindsey Liebig** from the Herald Fire Protection District. Therefore, Ms. Liebig is declared the selected Commissioner.

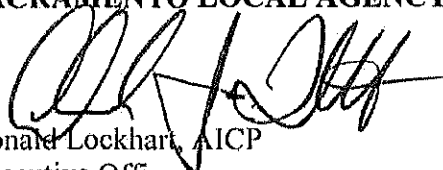
For the **Alternate Commissioner seat there is a three-way tie**. Therefore, a run-off will occur. Please see the attached Instructions and Ballot. (Ballot must be returned by January 28, 2020)

Commissioner Liebig will fulfill the four year term starting January 1, 2020 ending December 31, 2023. At the end of that time, another selection process will be held. Congratulations and welcome Ms. Liebig!

Please feel free to contact me if you have any questions regarding the selection process at (916)874-6458.

Yours truly,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION



Donald Lockhart, AICP
Executive Officer





SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939

DATE: November 26, 2019
TO: Special Districts' Selection Committee
FROM: Donald Lockhart, Executive Officer
RE: **Selection of Special District Alternate Commissioner**
Term of Office: January 1, 2020 to December 31, 2023
for the Sacramento Local Agency Formation Commission

For the **Alternate Commissioner seat there is a three-way tie**. Therefore, a run-off will occur. Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting an Alternate Special District Commissioner [for Offices No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Run-off Ballot

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on TUESDAY, JANUARY 28, 2020

To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an open and official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions, please contact Sacramento LAFCo at (916) 874-6458.

Return ballot to:
Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814

or e-mail to: **Diane.Thorpe@SacLAFCo.org**



Runoff Ballot

48

LAFCo Special District Alternate Commissioner

Please select one candidate from below

Run-off Ballot

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

- | | |
|--|--------------------------|
| Michael Hanson
Arcade Creek Recreation & Park District | <input type="checkbox"/> |
| Charlea Moore
Rio Linda Elverta Recreation & Park District | <input type="checkbox"/> |
| Michael Yearwood
Cordova Recreation & Park District | <input type="checkbox"/> |

Ballot must be received by **4:00 pm on Tuesday January 28, 2020**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Name of Special District

Street Address

Date of Meeting

District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address

Michael Hanson[REDACTED]
Sacramento, CA 95841
[REDACTED]

SUMMARY

Information Technology Professional proven experience including roles as a manager, project manager, systems analyst, systems integrator and software developer of systems in the mainframe and midrange environments. Experienced in all stages of software development life cycle, from analysis through implementation. Successfully managed numerous projects and led teams in system & vendor selection, analysis of business requirements, vendor management, system development & implementation. Strengths include:

- Project Manager
- Vendor Management
- Systems Integration
- Database Analysis
- Application Architecture
- System Analysis
- Software Development Lifecycle
- Managing Projects Across Technologies

Elected to Arcade Creek Recreation and Park District 2014

- Serve as Chair 2015
- Serve as director 2016
 - Lead in the Master Plan project
- Serve as Secretary/Treasurer 2017

PROFESSIONAL EXPERIENCE**CSAA IG, Glendale AZ****1993-Present**

Previously, CSAA, San Francisco, CA

*AAA Membership and Insurance Co.***Project Manager****2002 – Present**

As an EDS/HP employee supporting CSAA (outsourced in 1996), led projects involved in mainframe upgrades and support activities.

- Created proposal to upgrade all application software to a consistent and supportable level. The application software would not be supported under the new operating system (the environment was scheduled to be upgraded). Worked with leadership to document proposal and create the accepted SOW. (Project size >65K staff hours)
- Managed teams' efforts associated with the application. Assumed role as the Technical Lead and Application Architect. Needed to allow concurrent business changes to occur while upgrading the infrastructure. Delivered a consolidated toolset for mainframe application support including the customized Configuration Management tool, the approach to managing DB2, and the build process itself.

- Reviewed infrastructure requirements and worked with senior management to create an accepted SOW to upgrade the system software.
- Managed a multi-stage mainframe software upgrade the environment to supported levels. Managed the efforts of EDS, Mphasis, and CSAA teams to upgrade the environment with minimal interruption to the business.
- Technical lead for the CSAA account for the mainframe portion of the Data Replication Project by providing stats and coordinating various teams. In addition, provided communication and follow-through for questions/concerns related to the midrange portion of the effort. Help to coordinate the efforts to deliver a successful data replication environment where the mainframe and midrange have replication in place for Disaster Recovery purposes.
- Manage mainframe hardware upgrades. Managed 4 mainframe CPU upgrades for the CSAA account. The scope included the coordination of the teams, the actual upgrade itself, and validation all components would continue to support the business/applications in the new environment as they did on the current hardware including the encryption coprocessor.
- Manage mainframe system software upgrades. Managed migrations from IBM OS/390 through z/OS 1.13, DB2 v7 through DB2 v10, and similar upgrades to CICS, Datacom, and the infrastructure in general. Each major upgrade required a level of acceptance testing and burn-in prior to moving the upgrades to production.

Team Lead

1996 – 2002

As a Systemhouse/MCI/WorldCom employee supporting CSAA (outsourced in 1996), led teams addressing improvements in the Travel/Touring and Membership area.

- Coordinated the install of the TripTik system developed by the AAA National team to automate the Tourbook and map process used to support members in their travels. This was a client-server app where workstations would communicate to a SUN Sparc back-office server.
- Lead the development of the processes internal to CSAA to handle "vanity cards." This is the AAA VISA cards for the CSAA members which allowed them to autopay their membership. Later, added the capability to Autopay their insurance premiums as well.
- Scheduled to manage the Claims replacement project (HAL), a Client-Server application. Studied the architecture and status with the current PM who then was able to stay and complete the project.

Team Lead

1993 – 1996

Managed team supporting Travel and Touring

- Brought onboard to support the project replacing all Membership, Insurance, and Claims. The architecture of the system was client-server based with the data storage being DB2 on the mainframe and the client residing on workstations running OS/2 and communicating to the mainframe. Directed the efforts of the Membership team (and supported other team's efforts) related to productionalizing the system.

Education: BA in Management, St. Mary's College, Moraga CA.

Charlea R Moore

• Elverta, CA 95626

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

Michael T. Yearwood

Rancho Cordova, CA 95670

Experience Summary:

Customer Service Leader with over ten years of experience with direct customer problem solving within the health insurance industry. Expert level experience with hiring, training, staff retention, process improvement projects, managing deadlines and increasing production of teams.

Health Net of California

2016-2019

Claims Supervisor - Performance Team

- Supervise a team of 17 Claims Analysts
- Coach and mentor staff to exceed expectations
- Responsible for talent and performance management of Claims Team
- Daily operational leadership and support through work distribution and monitoring
- Coordinate with scheduling to assist with daily forecast ensuring accurate staffing coverage
- Identify individual performance gaps to recommend and implement action plans that achieve desired result
- Monitor daily productivity through the Macess System
- Collaborate with peers and managers on process improvements

State of California - Health Benefits Exchange (Covered California) Supervising Program Technician III

2015-2016

- Supervise a team of 15 Customer Service Representatives
- Coach and mentor staff to exceed expectations
- Assist representatives with questions regarding health plan options and policy and procedures
- Research and resolve escalated calls from consumers
- Monitor daily productivity through the IEX System
- Audit inbound calls through the Nice System
- Collaborate with peers and managers on process improvements

Vision Service Plan

2007-2015

Client Broker Representative - Inside Sales

- Assisted and resolved clients and brokers service issues
- Provided phone support and customer service to clients and brokers
- Provided e-mail coverage for Sales Team in their absence
- Implemented installation of new groups and pull-outs according to guidelines
- Processed renewals for clients according to guidelines
- Provided Resource Center support to clients and brokers

References available upon request

Michael Yearwood

Rancho Cordova, CA 95670

Service to My Community

Cordova Recreation and Park District (Board Chairperson)
2015-Present: Director

As a Cordova Recreation and Park District (CRPD) Board Member I am responsible for the budget and for setting policies that safeguard the vitality of the district. The five non-partisan members of the Board of Directors are elected to four-year terms by residents located within CRPD's boundaries. The elected board is held accountable to the following laws that govern public officials: The Brown Act, California Public Records Act, FPPC Reporting Requirements and biannual ethics training.


Specific functions and duties of my role as a Board Director are:

1. To perform its legal responsibility.
2. To set up by-laws, regulations and operation procedures
3. To select, employ, and if necessary, dismiss the District Administrator.
4. To control the operating budget, the financial plans and the insurance program.
5. To care and maintain property.
6. To be responsible for program.
7. To assure personnel policies.
8. To maintain good public relations.
9. To appoint, commission, supervise and receive reports from committees and the District Administrator.

BOARD MEMBERS RESPONSIBILITIES

1. Board members should understand the significance and importance of recreation in the community.
2. Board members should be aware of the relationship of the recreation services to other community services.
3. Board members should look objectively at their specific responsibility as board members and at local community recreation needs, and keep abreast of changing conditions, continuously reassessing their efforts and reasons for service.
4. Board members should have the courage to resist pressures of all types and insist upon high standards for their agencies, particularly in regard to competent, professional personnel.
5. Board members should be aware of their role as board members, acting in concert with their fellow board members without usurping the functions of the District Administrator.

Michael Yearwood

 Rancho Cordova, CA 95670

Rancho Cordova Athletic Association

2013: Founding Member
2013-2015: Secretary
2016: CRPD Representative

Leadership Rancho Cordova

2014-2016: Governing Board
2014: Graduate of Class VIII

Rancho Cordova Youth Soccer Club (RCSC)

2002: Coach
2003: U-6 Age Coordinator
2004: Coach & U-8 Boys Age Coordinator
2005: Coach & U-8 Girls Age Coordinator
2006: Coach & U-6 Age Coordinator
2007-2009: Club Manager & Coach
2012: Coach

American River Youth Soccer League (ARYSL)

2007-2009: Board Member – RCSC Representative
2010: League Treasurer

Cordova Girls Softball League

2010-2011: League Vice President
2011-2012: League Vice President
2012-2013: Secretary
2013-2014: Secretary
2014-2015: NORCAL Representative

Folsom Cordova Unified School District

Cordova High School Site Council
2014-2015: Parent Representative

Cordova Lane Elementary School Site Council

1998-2006: Elected Parent Representative

Navigator Elementary School Site Council

2006-2008: Elected Parent Representative

Measure M & P Oversight Committees

2014-2016: Parent/PTSO Member Representative



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

Date: January 27, 2020

Subject: Authorize Construction Contract for Well 16 Pumping Station

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

This agenda item was previously authorized for Board consideration when the Board authorized the Well 16 Pumping Station competitive bidding process et al.

Current Background and Justification:

The District has been taking actions toward the goal of constructing the Well 16 Pumping Station for almost two years. More recently, the Board authorized the bid specifications and competitive bid process.

The Well 16 Pumping Station solicitation for bids was published on November 20th. The mandatory pre-bid meeting was held on December 10th. The public sealed bid opening was conducted on January 10th. Bellow are the results of the bidding process:

1. Anvil Builders, Inc. – \$2,691,400
2. Vinciguerra Construction, Inc. – \$2,842,000
3. T&S Construction Co., Inc. – \$2,993,000
4. JJM Engineering Constructors, Inc. – \$3,099,813
5. Conco-West, Inc. – \$3,124,700
6. Steve P. Rados, Inc. – \$3,187,000
7. TNT Industrial Contractors, Inc. - \$3,373,008

The public works construction contract document associated with this item is included with your agenda packets.

Conclusion:

I recommend the Board authorize the award of a construction contract to Anvil Builders Inc., the lowest responsive bidder, and further direct staff to execute all documents necessary to construction project.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Green: _____ Reisig: _____ Gifford: _____ Harris: _____.

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

RLECWD Agenda Item Checklist

Item 4.8

Date

Initial Potential Meeting Date1/27/2020

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

Consider authorizing the award of a construction contract to the lowest responsive bidder on the Well 16 Pumping Station competitive bidding process

10/29/2019**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 Work11/1/2019

Review by appropriate Executive or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review11/14/2019

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

GM Review1/23/2020**Actual Meeting Date Set for Agenda Item**1/27/2020

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT: WELL 16 PUMP STATION
PROJECT NO. 2020-01

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this 27th day of January, 2020, by and between Rio Linda/Elverta Community Water District, a California county water district (“District”) and Anvil Builders, Inc., a California corporation, (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. The District’s Board of Directors (the “Board”) caused plans and specifications (“Plans”) for the construction work herein described (“Project”) and did approve and adopt said Plans on November 18, 2019.

B. The District did publish a notice and invitation to submit sealed bids for the performance of the Project (“Notice to Contractors”), which is attached hereto as **Exhibit A**, on November 20, 2019, at the time and in the manner required by law and District policy.

C. The District also provided instructions for submitting bids on the Project (“Bid Requirements and Conditions”) which are attached hereto as **Exhibit A**.

D. The Contractor, in response to such Notice to Contractors, submitted to the District within the time specified in the Notice to Contractors and in the manner provided therein, a sealed bid to perform the Project as specified in said Plans, which the District publicly opened and canvassed in the manner provided by law with other bids submitted for the Project.

E. Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit A**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit A**, at the same time the Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit A**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certification of qualifications for Contractor and its Designation of Subcontractors on the Project, which are collectively attached hereto as **Exhibit A**.

I. Contractor was the lowest responsible bidder for the performance of the Project, and the Board, as a result of the canvass of said bids, determined and declared the Contractor as the lowest responsible bidder for the Project and awarded a contract therefore.

J. Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

K. In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's bid, Contractor will complete the Project in accordance with the District's plans, all bid addendums, conformed set of plans and specifications, and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit A** ("Time Allowed for Completion and Liquidated Damages").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bond" or "Bonds").

O. District desires to retain Contractor to perform the Project in accordance with the District's general conditions ("General Conditions"), attached hereto as **Exhibit A**.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in **Exhibit A**.

Q. Collectively, the Agreement along with the Project plans and specifications including all bid addendums, and **Exhibit A** comprise the contract documents ("Contract Documents").

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after District files a Notice of Completion with the County Recorder acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

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

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services on the date specified in the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in **Exhibit A**, damage will be sustained by the District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to District as damages, the amount stated in **Exhibit A**

for each and every day the Project is delayed prior to Substantial Completion. It is agreed that Contractor shall pay to District as damages, the amount stated in **Exhibit A** for each and every day the Project is delayed following Substantial Completion prior to final payment. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the District's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the District shall have the right to charge Contractor and to deduct from the amount due or to become due to Contract, the actual cost to the District for legal, engineering, inspection, superintendence, loss of revenue due to water delivery interruptions, and other expenses, which are directly chargeable to this Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 6. Payment. District shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in **Exhibit A**, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$2,691,400.00 total.

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

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

(b) *Independent Contractor.* In performing the Services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations,

ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed promptly following notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

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

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure the applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include, but not be limited to, the following: employment; promotion; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

Section 8. Assurance of Performance. If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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

Section 10. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District and agrees to require its subcontractors to offer and agree to assign the District, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C., § 15) or under the Cartwright Act (Bus. and Prof. Code, § 16700 et seq.), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the Term of this Agreement and for a period of one hundred eighty (180) days following expiration of the Term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all Work Product, however produced, that it received from District, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. District's Termination without Cause. At any time, District may terminate the Agreement with or without cause by providing Contractor with seven (7) business days' written notice of such termination.

Section 14. District's Termination in the Event of Contractor's Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the District may give notice to the Contractor and allow Contractor seven (7) business days to commence correcting such deficiency and cures the default within thirty (30) days. The District, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the District may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

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

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

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

Section 15. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 16. Workers' Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 17. Performance and Payment Bonds. Contractor shall, before commencing Services under this Agreement, file Bonds (pursuant to Civil Code, Division 3, Part 4, Title 15, Chapter 7) with the District, each payable to the District. These Bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the

entire Term of this Agreement at the sole and absolute expense of Contractor. Each Bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any Bond required herein and surety hereby consents such alterations in any surety on said Bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 18. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

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

“The Rio Linda/Elverta Community Water District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.”

“The insurance provided herein is primary coverage to the Rio Linda/Elverta Community Water District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Rio Linda/Elverta Community Water District, Attention: General Manager.”

(b) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Employer's Liability coverage shall be in the amount of at least One Million Dollars (\$1,000,000.00). Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Rio Linda/Elverta Community Water District, Attention: General Manager."

(c) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the District and shall contain standard separation of insured provisions.

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

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

Section 19. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability,

injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

District may withhold from its payments to Contractor such amount as, in the District's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. District's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the District and District's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 20. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time,

by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, CA 95673
Attention: Timothy R. Shaw, General Manager
Tel: (916) 991-1000

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

If to Contractor: Anvil Builders, Inc.
1475 Donner Avenue
San Francisco, CA 94124
Attention: Alan Guy, President
Tel: (415) 285-5000

Section 21. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

Exhibit Designation

Exhibit Items

Exhibit A:

- Notice to Contractors
- Bid Requirements and Conditions
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Certification of Qualifications
- Time Allowed for Completion and Liquidated Damages
- General Conditions
- Abbreviations and Definitions

Section 22. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the District pursuant to section 4(b).

Section 23. General Provisions.

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

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

(c) *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.

(d) *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.

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

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the State of California, in and for the County of Sacramento.

(g) *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.

(h) *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.

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

(j) *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.

(k) *Supersedes Prior Agreement.* 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.

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *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.

(o) *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.

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

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

DISTRICT

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

By: _____
Timothy R. Shaw, General Manager

Date: _____

CONTRACTOR

Anvil Builders, Inc., a
California corporation

By: _____
Alan Guy, President

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, General Counsel

EXHIBIT A

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- 3. Bid Schedule**
- 4. Bid Guarantee**
- 5. Designation of Subcontractors**
- 6. Certification of Qualifications**
- 7. Time Allowed for Completion and Liquidated Damages**
- 8. General Conditions**
- 9. Abbreviations and Definitions**



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

Date: January 27, 2020

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

Staff Contact: Timothy R. Shaw

Recommended Committee Action:
N/A

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig ____.
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



Information Items
Agenda Item: 5.1

Date: January 27, 2020

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

1. DISTRICT ACTIVITY REPORT

1. Operations Report
2. Conservation Report

RIO LINDA/ELVERTA C.W.D. 2019

REPORT OF DISTRICT OPERATIONS

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SOURCE WATER DATA

Water Production (Million Gallons)

January	February	March	April	May	June	Year To Date
35.3	31.1	35.1	46.3	66.8	97.5	
35,329,525	31,146,049	35,054,556	46,348,893	66,841,098	97,476,534	
July	August	Sept.	Oct.	Nov.	Dec.	
115.4	108.9	96.1	65.8	57.8	38.7	794.80
115,381,642	108,930,566	96,056,970	65,833,796	57,769,522	38,691,244	
			Monthly Total			
Gallons = Multiply M.G. by:			1,000,000			794,860,395
Cubic Feet = Divide gallons by:			7.48			106,264,759
Hundred Cu Ft. = Divide cu. ft. by:			100			1,062,648
Acre Ft. = Divide gallons by:			325,829			2,440
			38,691,244			
			5,172,626			
			51,726			
			118.75			

DISTRIBUTION SYSTEM DATA

Water Quality Complaints

Complaints Total (Low Psi Complaints)

January	February	March	April	May	June	Year To Date
2 (1)	1 (1)	2 (2)	0	3 (2)	6 (4)	
July	August	Sept.	Oct.	Nov.	Dec.	
1 (1)	2 (2)	3 (3)	2 (2)	1 (1)	0	23

New Services

New Construction	0	1
Existing Homes	0	2
Paid prior to increase. (2 not installed)	0	0
Total of Service Connections to Date ----->		4640

Distribution System Failures/Repairs

Deterioration December 1 thru 31	3	73
Damaged December 1 thru 31	0	2

Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	20	205
Raw Water Bacteriological Samples (at Wells)	11	45

December 1, 2019 - December 31, 2019

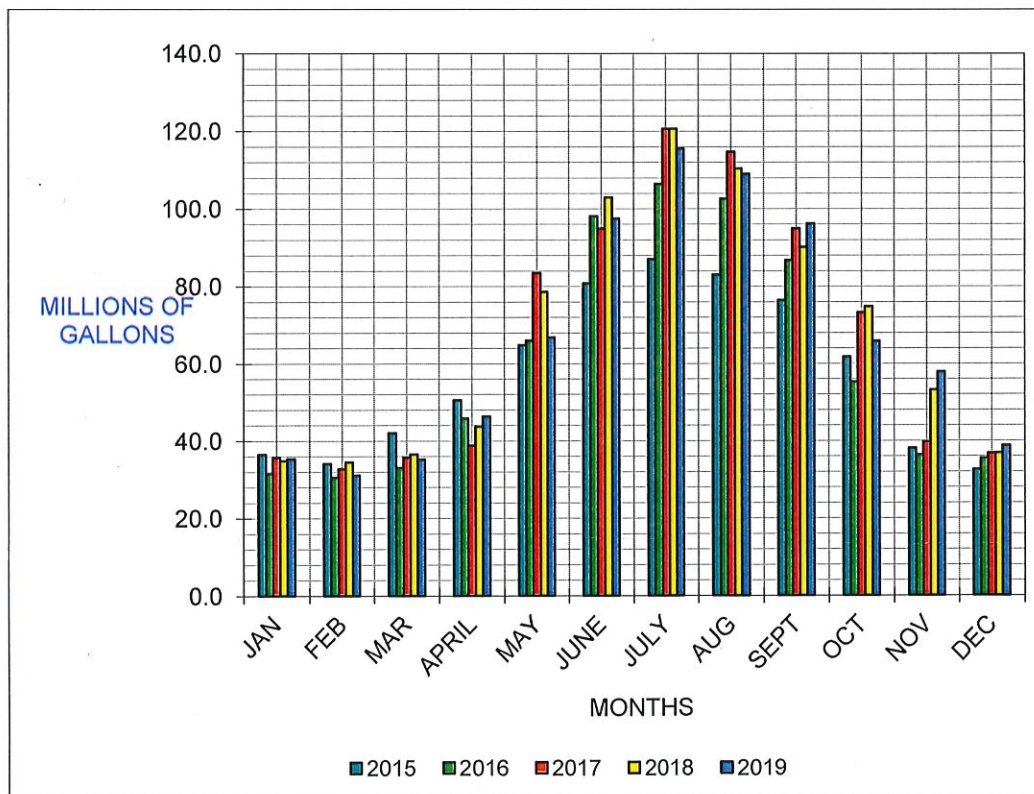
3 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.		
Work Orders Issued - 57	Work Orders Completed - 102	USA's Issued - 56
Backflow Test - 19	Backflow Test - 16	
Change Out Meter - 2	Change Out Meter - 41	
Meter Downsize request - 1	Meter Downsize Request - 2	
Get Current Read - 9	Flow Test - 1	
Lock Service Off - 2	Get Current Read - 9	
Possible Leak - 5	Repair/Replace Lid - 2	
Tag Property - 7	Lock Service Off - 2	
Turn Off Service - 8	Possible Leak - 6	
Turn On Service - 3	Pressure Complaint - 1	
Usage Complaint - 1	Tag Property - 6	
	Taste or Odor Complaint - 1	
	Turn Off Service - 8	
	Turn On Service - 6	
	Usage Complaint - 1	

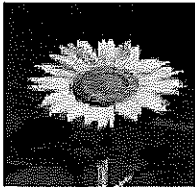
RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

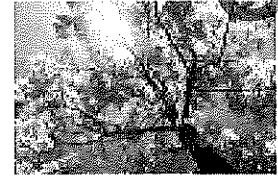
2015 \ 2019

Water Production in Million Gallons							SSWD Water Purchases				
Month	2015	2016	2017	2018	2019	Avg.	2015	2016	2017	2018	2019
JAN	36.5	31.5	35.6	34.8	35.3	34.7	0.0	0.0	0.0	0.0	0.0
FEB	34.1	30.5	32.7	34.5	31.1	32.6	0.0	0.0	0.0	0.0	0.0
MAR	42.0	33.0	35.6	36.5	35.1	36.4	0.0	0.0	0.0	0.0	0.0
APRIL	50.5	45.8	38.8	43.7	46.3	45.0	0.0	0.0	0.0	0.0	0.0
MAY	64.8	65.9	83.4	78.5	66.8	71.9	0.0	0.0	0.0	0.0	0.0
JUNE	80.8	98.0	94.9	102.9	97.5	94.8	0.0	0.0	0.0	0.0	0.0
JULY	87.0	106.4	120.5	120.5	115.4	110.0	0.0	0.0	0.0	0.0	0.0
AUG	83.0	102.6	114.6	110.3	108.9	103.9	0.0	0.0	0.0	0.0	0.0
SEPT	76.4	86.7	94.9	90.1	96.1	88.8	0.0	0.0	0.0	0.0	0.0
OCT	61.7	55.2	73.2	74.7	65.8	66.1	0.0	0.0	0.0	0.0	0.0
NOV	38.0	36.3	39.7	53.1	57.8	45.0	0.0	0.0	0.0	0.0	0.0
DEC	32.5	35.4	36.7	36.8	38.7	36.0	0.0	0.0	0.0	0.0	0.0
TOTAL	687.3	727.3	800.6	816.4	794.8	757.9	0.0	0.0	0.0	0.0	0.0





Conservation Report *December 2019*



Supplies (kits):	Shower heads(0) Kitchen Aerators(14) Bathroom Aerators(0) Shower Timer(10) Nozzle(0) Toilet Tabs(3) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
Water Waste (calls, emails, letter, leaks detected, and fixed):	0 Water Waste Call(s) 9 contacts about possible leaks using the AMI system - 4 were called, 1 was mailed, 4 was emailed 3 was confirmed resolved as of 12/31/19
Water Schedule:	given to customers with all violation letters and new applications
Surveys	0
Workshops, Webinar, Meetings:	●Review and Discuss Draft Service Termination Policy (12/18/2019)
Fines:	None
Other Tasks:	<ul style="list-style-type: none"> ● Assisted with payments and new customers ● Sent out utility demands ● Created/completed work orders ● Disconnect properties with no service application ● Notified and offered customers the ACH payment method ● Closed accounts and final billed customers ● Printed stamps ● Processed Payments ● Scanned and uploaded documents into UMS ● Mailed out application requests to new owners ● Entered ACH forms into UMS ● Called customers with higher than normal water usage ● Water Wise House Call ● Processed Late Bills
Grant Updates:	None



Information Items
Agenda Item: 5.2

Date: January 27, 2020

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

2. BOARD REPORTS

1. Announce ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Regional Water Authority – Gifford (Primary), Shaw
3. Sacramento Groundwater Authority – Harris (Primary), Reisig
4. Executive Committee – Harris, Jason Green
5. ACWA/JPIA – Ridilla
6. Ad Hoc Committee's
7. Other Reports

**REGIONAL WATER AUTHORITY
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

Thursday, January 9, 2020, 9:00 a.m.

Conference Rooms 2 and 3
Roseville Corporation Yard
2005 Hilltop Circle
Roseville, CA 95747
(916) 774-5770

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. The Board of Directors may consider any agenda item at any time during the meeting.

1. **CALL TO ORDER AND ROLL CALL**
2. **PUBLIC COMMENT**
3. **CONSENT CALENDAR**
 - a. Adopt proposed RWA Board Meetings Scheduled for 2020
Action: Adopt proposed RWA Board Meetings scheduled for 2020
 - b. Grant Funded Water Efficiency Irrigation Controller Program
Action: Direct Executive Director to contract with Rachio for a regional irrigation controller program
 - c. IN Communications Contract
Action: Direct Executive Director to contract with IN Communications for both Water Efficiency and Public Relations Programs
4. **EXECUTIVE COMMITTEE REPORT AND RECOMMENDATIONS**
 - a. Information: Final minutes of the October 23, 2019 Executive Committee meeting
5. **RWA LEGISLATIVE AND REGULATORY POLICY PRINCIPLES**

Presentation and Discussion: Ryan Ojakian, Legislative and Regulatory Program Manager
Action: Approve the RWA Legislative and Regulatory Priority and Policy Issues
6. **RWA FEDERAL PLATFORM**

Discussion: Jim Peifer, Executive Director
Action: Adopt the RWA Federal Platform
7. **ELECT 2020 RWA EXECUTIVE COMMITTEE**
Action: Elect the 2020 Executive Committee of the RWA Board of Directors

8. ELECT 2020 RWA CHAIR AND VICE-CHAIR

Action: Elect 2020 Chair and Vice-Chair of the RWA Executive Committee and RWA Board of Directors

9. EXECUTIVE DIRECTOR'S REPORT

10. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Regular Board Meeting: Thursday, March 12, 2020, 9:00 a.m., at the RWA Office.

Date: November 23, 2019

To: RWA Board Chairman Paul Schubert, Vice-Chair Kerry Schmitz and members of the RWA Board;
Jim Peifer RWA Executive Director

From: Sean Bigley, RWA Federal Affairs Ad Hoc Committee Chair & Anne Sanger, RWA Federal Affairs Ad Hoc Committee Vice-Chair and Members of the RWA Federal Affairs Ad Hoc Committee

Re: Findings and recommendations re: RWA's appropriate role in Federal affairs

Summary of recommendations

After gathering RWA member agency feedback and hours of discussion, the RWA Federal Affairs Ad Hoc Committee Chair recommends that that RWA Executive Director take the following actions to develop some structure and process around RWA's role in the federal affairs policy space:

Recommendation #1 – The RWA should form a volunteer standing committee as a dedicated forum for coordination, collaboration, education and vetting on federal policy areas of regional interest.

Recommendation #2 – The RWA should establish a concise federal policy platform that is adopted by the RWA Board and updated annually.

Recommendation #3 – RWA should play a leadership role in statewide associations that touch federal affairs, like the Association of California Water Agencies and other national organizations, with the RWA Executive Director as lead in these activities.

Recommendation #4 – RWA should consider initiating a facilitated effort to strengthen its communication with outside organizations, federal agencies and Congressional offices. In the past, there has been some confusion with these entities as to whom is speaking for the region. This would allow the RWA members to speak with one voice and one message.

Recommendation #5 - The RWA Board should evaluate the effectiveness of the standing committee in Recommendation #1, 12-18 months after establishing the standing committee and suggest recommendations to the RWA Board on what, if any, changes should be made – up to and including consideration of a subscription or core program.

Ideal timing for implementation is no later than February 2020 as spring is typically a time of year that the Sacramento region and other interests in the water industry are particularly active in Washington D.C.

Background

In the summer of 2019, the RWA Board Chair Paul Schubert created the RWA Federal Affairs Ad Hoc Committee in order to answer some key questions about RWA's role in federal affairs and develop recommendations to be presented to the RWA Executive Director and the RWA Board.

The key questions asked were:

1. What should the RWA's role be in federal affairs, if any?
2. What are the limits of the involvement? Funding, Policy, Relations with federal agencies/regulators (e.g., Reclamation, COE, EPA, NMFS, FWS)?
3. If the RWA gets involved in federal affairs, what resources would the RWA need? Should the RWA rely on the member's advocates (with or without contribution from the RWA), or hire an advocate? Are other resources needed such as communication, legal, other?
4. How should a program be structured at the RWA? Subscription or core program? Should there be a standing committee? What would the staff requirements be for this? Could the RWA hire a consultant to assist with this?
5. What are the immediate needs of the effort? What are the priorities?

The RWA Federal Affairs Ad Hoc Committee was made up of the following RWA member agencies:

Sean Bigley, Chair, City of Roseville

Anne Sanger, Vice Chair, City of Sacramento

Hilary Straus, Citrus Heights Water District

Marcus Yasutake, City of Folsom

Dan York, Sacramento Suburban Water District

Andy Fecko, Placer County Water Agency

Evan Jacobs, California American Water

In developing this recommendation memo to the RWA Board, the Ad Hoc committee wanted to gain a general sense of where the RWA member agencies were in both policy perspectives and their specific thoughts on the appropriate role for RWA in federal affairs. The RWA member survey was sent out in October 2019 and in total the committee received 18 responses and one email. This RWA member survey helped the committee gain context and member perspective which we felt was critical to formulating well-informed and balanced recommendations to the RWA Board. In the analysis of the survey and the one email, the Committee was left with the following key takeaways:

- The level of RWA member agency engagement at the federal level varies and is largely dependent upon its water supply portfolio and source; specifically – are they a CVP contractor or have surface water supplies that are conveyed through Folsom Reservoir or are impacted by Folsom Reservoir operations.
- RWA member agencies generally recognize and value the need for RWA to engage in federal affairs.

- RWA member agencies recognize the need for an RWA policy platform document that is updated on a regular schedule and adopted by the RWA Board (annually).
- RWA member agencies prefer to develop more formal RWA engagement in an iterative fashion – specifically forming a no-cost volunteer effort (standing Federal Affairs Committee) to prove the concept and its value, before considering more formal program models – like a subscription or core program.
- RWA member agencies generally agree that no involvement in federal affairs by RWA is not preferable.
- Some RWA member agencies may be more reliant upon statewide associations, like ACWA, to serve their agencies advocacy needs. This is likely a function of the resources available to each RWA member agency to engage in Federal affairs.
- RWA needs to educate member agencies on where statewide associations are impactful and where they are not as it relates to advancing Sacramento regional interests.
- RWA has a role in influencing the statewide associations, like ACWA, in federal policy matters, to better represent the region’s interests and how they can provide statewide benefits.
- RWA also needs to educate RWA member agencies on where and what the federal relationship is; and what is the Federal Government’s interest in our region.
- Although progress has been made, RWA member agencies recognize the need for better coordination, consistency and communication in the federal affairs policy space, based upon past experiences.
- RWA member agencies identified the following federal policy issues in priority order for the Sacramento urban region: (1) groundwater banking and related infrastructure, (2) adoption and implementation of the Voluntary Agreements; and, (3) surface water planning and related infrastructure.

General recommendations

After gathering feedback and hours of discussion, the RWA Federal Affairs Ad Hoc Committee Chair recommends that that RWA Executive Director take the following actions to develop some structure and process around RWA’s role in the federal affairs policy space:

Recommendation #1 – The RWA should form a standing committee as a dedicated forum for coordination, collaboration, education and vetting on federal policy areas of regional interest.

The standing committee should meet at least monthly, or more often as needed, and should be led by a Committee Chair (volunteer RWA member) appointed by the RWA Board Chair with a clear and defined mandate. The RWA Executive Director and staff should participate as determined by the RWA Executive

Director. It is important to acknowledge; however, that both the Executive Director and RWA staff have limited bandwidth and involvement in a volunteer standing committee would be limited.

Such a committee can be formed and structured by volunteer member agencies and we do not believe a consultant is needed to develop a volunteer standing committee.

Additionally, the RWA Federal Affairs Ad Hoc Committee recommends that RWA member agencies invite their federal lobbyists to participate and also use this as a venue for further coordination, information-sharing and collaboration.

Based on research, here are estimated costs for varying levels of RWA engagement:

Options	Voluntary Standing Committee	Subscription Program	Core Program	Assumptions
Staff Costs - Salaries plus benefits	Assumes using existing RWA staff with volunteer RWA member assistance	Assumes using existing RWA staff with volunteer RWA member assistance	\$213,758	Principal Project Manager @ Top Step (\$149,064 x 1.434 (Benefits) = \$213,758
Contract lobbyist		\$ 108,000	\$108,000	\$9,000 per month retainer x 12 months
Travel Costs (RWA staff person)	\$ 10,650	\$ 10,650	\$ 10,650	3 trips to Washington DC annually (4 nights @ \$400/night plus; \$1,500 airfare, plus \$260 per diem, plus cab fare (\$150), plus airport parking (\$40)) = \$3,550 per person per trip
Other misc. costs (recurring)			\$ 2,800	Mileage @ \$100 per month; office supplies at \$1,000; cell phone plan at \$50 per month
Other misc. costs (one-time)			\$ 500	Computer (\$500)
TOTAL ESTIMATED COST	\$ 10,650	\$ 118,650	\$335,708	
Funded by 5 RWA members		\$ 23,730		Per member
Funded by 10 RWA members		\$ 11,865		Per member
Funded by 15 RWA members		\$ 7,910		Per member
Funded by all RWA members (21 Primary; 5 Associate)	\$ 410		\$ 12,912	Per member

Note: To be effective in regional advocacy in federal affairs, the RWA Federal Affairs Ad Hoc Committee recommends that that region engage in advocacy in at least three trips per year to Washington DC, and thus the chart above assumes that as a standard.

Recommendation #2 – The RWA should establish a concise federal policy platform that is adopted by the RWA Board and updated annually.

This federal policy platform will help provide general RWA Board direction and provide staff and RWA agencies with a sense of what policy areas are considered to be of regional concern.

To be effective and nimble, the RWA Federal Affairs Ad Hoc Committee recommends that the RWA federal policy platform be concise and focused on the top 3-5 key issue areas of most importance to the RWA member agencies.

Recommendation #3 – RWA should play a leadership role in statewide associations that touch federal affairs, like the Association of California Water Agencies and other national organizations, with the RWA Executive Director as lead in these activities.

The RWA Federal Affairs Ad Hoc Committee recommends that the RWA Executive Director should be active in this area, representing the region. We also believe it is important for RWA to gain an informed understanding of what role associations do play and what areas that associations won't be able to add value to in regards to specific Sacramento regional interests.

The RWA Federal Affairs Ad Hoc Committee does not feel that participation in statewide association's federal programs alone is a substitute for direct Sacramento regional engagement in federal affairs.

Recommendation #4 – RWA should consider initiating a facilitated effort to strengthen its communication with outside organizations, Federal agencies and Congressional Offices to overcome a conclusion by many RWA member agencies that the region does not speak with “one voice” and there is confusion on the region's identity (i.e., key policymakers don't know who is speaking for the region on regional issues).

It is the sense of the RWA Federal Ad Hoc Committee that there are some valid concerns by RWA member agencies regarding the lack of coordination and consistency of the region's key messages due to the largely decentralized nature of federal affairs engagement and advocacy in the region.

The RWA Federal Affairs Ad Hoc Committee recommends that (1) RWA develop a more defined role for the RWA Executive Director as a key regional spokesperson; and, (2) develop clear protocols and rules among RWA member agencies as it pertains to representation of key federal policy issues; and (3) leverage the recommended Standing Committee to be a venue for federal policy positions (speaking points, letters, etc.) by individual RWA member agencies to be vetted, and if appropriate, endorsed by RWA as a regional federal policy priority.

Recommendation #5 - The RWA Board should evaluate the effectiveness of the standing committee in Recommendation #1, 12-18 months after establishing the standing committee and request recommendations to the RWA Board on what, if any, changes should be made – up to and including consideration of a subscription or core program.

The RWA Federal Affairs Ad Hoc Committee believes that the RWA members see the value of having RWA have a role in federal affairs. That involvement; however, should start off with a volunteer standing committee, allow the standing committee to undertake activities in the next 12-18 months and

at the end of that period, the RWA Federal Affairs Ad Hoc Committee recommends that the RWA do an evaluation of whether the volunteer standing committee on Federal affairs should evolve into a program that is formalized (subscription or core program).

The standing committee should immediately focus on advancing potential federal funding opportunities for the Sacramento Regional Groundwater Bank in appropriations bills, the potential 2020 Water Resources Development Act, the Water Infrastructure for Improvements to the Nation (WIIN) Act, Storage and other opportunities. RWA has made significant inroads in the federal space for the Sacramento Regional Groundwater Bank in 2019, sustained, coordinated activities in 2020 should be the priority. Other federal activities should be tracked and advocated on as well, based on the bandwidth available by the standing committee and RWA staff.

Recommendations in regards to the RWA Strategic Plan

With the RWA Strategic Plan about to be re-opened for updates, the RWA Federal Affairs Ad Hoc Committee recommends the following language be added under the “Advocacy Goal” as follows:

Objective C. Develop a venue to assist RWA member agencies in engaging federal policymakers and influencing federal legislative and regulatory water policy areas.

1. Develop, implement and update a regional federal policy platform.
2. Establish RWA as a venue to coordinate and collaborate on federal policy issues, advocacy and related regional communication.
3. Establish an RWA Standing Committee on Federal Affairs made up of volunteer RWA member agencies, implement activities by the RWA Standing Committee and evaluate the value of those activities within 12-18 months and develop recommendations for any additional programmatic changes, if any.

Proposed next steps and action items

The RWA Federal Affairs Ad Hoc Committee recommends that the RWA Board consider these recommendations in late 2019/early 2020 and provide RWA Board direction to the RWA Executive Director on any actions that should be developed and implemented.

Ideal timing for implementation is no later than February 2020 as spring is typically a time of year that the Sacramento region and other interests in the water industry are particularly active in Washington D.C.

Agenda
Rio Linda / Elverta Community Water District
Executive Committee

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

January 6, 2020
6:00 p.m.

Minutes: The meeting was called to order at 6:00 P.M. The meeting was attended by Director Reisig, Director Green, General Manager Tim Shaw and Contract District Engineer Mike Vasquez. There were no members of the public in attendance

Call to Order: 6:00 P.M.

Public Comment: None Present

Items for Discussion:

<p>1. Review and discuss the expenditures of the District for the Month of November 2019.</p>
<p><i>Director Reisig questioned the multiple expenditures for SMUD. Tim Shaw responded that the combination of; timing of bill receipt, biweekly check cutting, and the inherent lag to reporting expenditures can sometime result in two payments for two months in one reporting period. Additionally, we had a project deposit payment to SMUD recently.</i></p> <p><i>Director Reisig also questioned the payment for Mary Henrici's medical insurance. NOTE: This item was not included in the packet material for this (1-6-2020) Executive Committee meeting. The payment for Mary Henrici's medical insurance was part of the October 2019 expenditure report discussed at the December 2019 Executive Committee. Tim Shaw explained that those contracts between retired staff and/or former Directors were executed by previous Boards. Failing to pay in accordance with fully executed contracts leads to litigation, legal fees and other negative consequences. Director Reisig explained that he only wanted to know if the expenditure was monthly or quarterly. It is quarterly.</i></p> <p><i>In recognition of Director Reisig's first Executive Committee meeting, Tim Shaw reiterated his encouragement for Directors to reach out with questions prior to the meeting whenever feasible because Tim Shaw does not have computer access in the Depot during meetings.</i></p> <p><i>The Executive Committee forwarded the Expenditures Report onto the 1-27-2020 Board agenda with their recommendation for Board approval.</i></p>
<p>2. Review and discuss the financial reports for the Month of November 2019.</p>
<p><i>The Executive Committee forwarded the Financials Report onto the 1-27-2020 Board agenda with their recommendation for Board approval</i></p>
<p>3. Discuss the 12-19-2019 newspaper article on Del Paso Manor Water District.</p>
<p><i>The Executive Committee discussed the subject document and the relevance to RLECWD. The Executive Committee also discussed the changes and new laws that now make dissolving a dysfunctional water agency more feasible, e.g. the small system water authority law.</i></p> <p><i>This item was not forwarded onto the 1-27/2020 Board agenda as an action item.</i></p>
<p>4. Discuss the Discontinuation of Service for Non-Payment Policy (SB 998).</p>
<p><i>Director Reisig expressed several concerns he has with the new policy, including the timing for shut off due to bounced checks and the due upon bill distribution aspect. Tim Shaw addressed these concerns, which led the Directors to request confirmation that Legal Counsel has or will review this policy prior to the January 27th Board meeting. Tim Shaw explained that he had sent the proposed policy to Legal Counsel on December 24th and plans to follow up with Legal Counsel on or about January 15th.</i></p> <p><i>The Executive Committee forwarded this item onto the 1-27-2020 Board agenda, with the understanding that RLECWD must adopt written termination of service for residential non-payment by February 1, 2020 pursuant to the requirements of SB 998.</i></p>

5.	Continue discussing the need for District policy revisions in response to SB 13, Accessory Dwelling Units.
	<i>The Executive Committee continued discussions on SB 13 that began at the December 2019 Executive Committee meeting. The Executive Committee agrees that the District should continue to require a new water system connection for detached Accessory Dwelling Units (ADUs), which does not require a policy revision (status quo). The Executive Committee further opined that detached ADUs should have the option to connect using a 5/8-inch service line for the smaller units without fire sprinkler mandates.</i> <i>The Executive Committee forwarded this item onto the 1-27-2020 Board Agenda to allow Board discussion and direction to staff.</i>
6.	Discuss the runoff election for Sacramento County LAFCo, Alternate Commissioner.
	<i>After brief discussion, the Executive Committee forwarded this item onto the 1-27-2020 Board Agenda.</i>
7.	Discuss the mid-year budget revision process.
	<i>Tim Shaw augmented his written staff report for this item, explaining that mid-year budget revisions had been the custom and policy of the District through last year. Last year, the District adopted new policies that allow the GM to make minor revisions to the Budget as long as the total spending is not increased above the Budgeted amount adopted by the Board each August. Tim Shaw reported and illustrated with the financial reports that this year's budget to actual is conducive to a GM minor budget revision(s), i.e. a Mid-Year revision is not necessary.</i> <i>The Executive Committee forwarded an item onto the 1-27-2020 Board agenda to allow Board Discussion and provide direction to staff.</i>
8.	Update from Contract District Engineer.
	<i>Mike Vasquez summarized his written report and offered to answer any questions the Committee may have.</i>

9.

Directors' and General Manager Comments

The Committee discussed the March 2, 2020 Executive Committee meeting date and location (Sac County Election use of the Depot) as well as possibly changing the start times for all Executive Committee meetings to 5:30. Director Green indicated he needs more time to think about it.

Items Requested for Next Month's Committee Agenda

- Paperless billing and incentives therefor.

Adjournment: 7:25 P.M.

Next Executive Committee meeting: Monday, February 3, 2020 at 6:00 p.m.

ADA COMPLIANCE STATEMENT

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



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**PENDING AND COMPLETED ITEMS
1-27-2020 BOARD OF DIRECTORS MEETING**

1. **Update the District's Capital Improvement Projects List.** The January 6th Executive Committee received an update from the District Engineer. Progress continues to be steady. **Pending**
2. **SB-998 Implementation.** The Discontinuation of Residential Service for Nonpayment policy is on the January 27th agenda for Board consideration. **Pending**
3. **SB-606 and AB-1668 planning for compliance-** I have not yet published the RFQ for selecting a rates study consultant. The District has been immersed in the bidding process for Well 16 Pumping Station. With the limits at the District in personnel resources and capacity for administration, it behooves the District to not bite off more than it can chew at one time. **Pending**
4. **SB 13** The Executive Committee provided feedback and directed the issues be placed on the January 27th Board agenda. The Executive Committee concurs with the staff recommendation to retain the District's current policy of requiring a new connection for detached Accessory Dwelling Units. **Pending**
5. **Transition to Cloud-Based Service for District's Advanced Metering Infrastructure (AMI) Vendor** Last year, Neptune/Ferguson advised the District that it would be discontinuing their on-site server platform. Neptune/Ferguson will no longer support (maintain and repair) on-site servers. The transition to cloud-based service entails new software and increased costs for annual maintenance contract. The increased cost from Neptune/Ferguson would be mitigated by decreased annualized cost for a server (District buying new Servers every 5 to 7 years and decreased monthly charges from our IT consultant to provide security for the AMI server. In planning for this transition, the District incorporated the increase cost for annual maintenance contract with Neptune/Ferguson. Additionally, when the AMI server warrantee expired in November 2018, the District extended the warrantee (\$800) instead of a 3-year extension (much higher cost) or buying a new server. Recently, the District reached out to Neptune/Ferguson to get a transition status report. Our outreach has resumed progress and we should transition withing the next couple of months. **Pending**
6. **Execution of Task Order Agreements for Construction Supervision** As we transition from bidding to construction for Well 16 Pumping Station, we will need to execute Task Orders with EKI form construction inspections. Additionally, the District intends to take advantage of the opportunity to provide experience to District in-house employees on managing construction projects. **Pending**
7. **Annual Inflation Adjustment for Capacity Fees. Completed.**



Agenda Item: 6

Date: January 27, 2020

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.



**Closed Session
Agenda Item: 7.1**

Date: January 27, 2020

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 LABOR NEGOTIATORS - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw.
RLECWD Employee General Unit, Teamster Local 150: Meet and Confer associated with position description proposed revisions.



**Reconvene Open Session
Agenda Item: 8.1**

Date: January 27, 2020

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 _____

Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

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