

Agenda
Rio Linda / Elverta Community Water District
Planning Committee

Sacramento Metro Fire Dept.
6609 Rio Linda Blvd.
Rio Linda, CA 95673

Friday, October 5, 2018
2:00 pm

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

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

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

Call to Order

Public Comment

This is an opportunity for the public to comment on non-agenda items with the subject matter jurisdiction of the Committee. Comments are limited to 2 minutes.

Items for Discussion and Action

1. Review the District's inactive service charge policies and practices with respect to the sufficiency of the requests for waivers.
2. Update on the September 17th Board action to revise the developer deposit requirements to be consistent with the Northborough Developer Deposit Agreement.
3. Review several incomplete items in the District's capital improvement plan, which have been stalled for several years.

Items Requested for Next Month's Committee Agenda

Adjournment

Next Scheduled Planning Committee Meeting: Friday, November 2, 2018



Planning Committee

Agenda Item: 1

Date: October 5, 2018
Subject: Inactive Service Fee Waiver Request Policy
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Review the current policies and practices for customers being charged the inactive service fee (Resolution 2013-08), and determine if revisions to the waiver request process are necessary and appropriate.

Current Background and Justification:

The Board adopted the current version of the inactive account fee in June of 2013. Resolution 2013-08 only provides one exception to the fee, which is for undeveloped parcels (bare land). Pursuant to Resolution 2013-08, bare land is not charged the inactive service fee, so this scenario isn't a waiver. It's an exclusion.

The District experiences recurring complaints from property owners, including complaints that there is nothing they can do to avoid being charged the fee. The fee was implemented with the advice of the District's Legal Counsel in 2013, it is reasonable to have current Legal Counsel review the policies and practices associated with inactive service fees.

Staff recommendation:

I recommend the Planning Committee review documents associated with this item, including any preliminary reports from Legal Counsel. Then, if necessary and appropriate, forward an item onto the October 15th Board agenda.

Rio Linda / Elverta Community Water District

Resolution 2013-08

**MINIMUM WATER SERVICE FEE FOR ALL PROPERTIES/PARCELS
CONNECTED TO THE DISTRICT'S WATER SYSTEM, AND DEEMED TO BE
INACTIVE CUSTOMERS BY THE DISTRICT**

WHEREAS, the Rio Linda/Elverta Community Water District is the exclusive provider of water which is used for drinking, fire protection, and other purposes to the Rio Linda and Elverta communities.

WHEREAS, in the past, the District has waived the minimum bi-monthly fee for properties/parcels that are connected to the District's water system, but for various reasons had no water usage during that billing period, and are deemed to be inactive customers by the District;

WHEREAS, it has been determined that properties/parcels that are connected to the District's water system but have no water usage during a billing period, and are deemed to be inactive customers by the District, continue to have water immediately available upon request and should be responsible for their share of the maintenance and capital improvements to the District's water system, as well as expenses associated with the operations of the District.

WHEREAS, it has also been determined that an allowance for exclusion of vacant unimproved properties/parcels from the inactive service fee is justified as there are no structures, facilities, or other improvements on such properties/parcels which can use the water immediately available to the property/parcel.

WHEREAS, the District's Board of Director's has determined that if the vacant/unimproved property/parcel owner opts to be excluded from the inactive service fee, it is reasonable and justified to require said owner to forfeit the previously paid capacity fees, and to require said owner to pay the capacity fees in affect at the time the owner requests to reconnect to the District's water system.

NOW THEREFORE, BE IT RESOLVED, by the Rio Linda / Elverta Community Water District Board of Directors that all properties/parcels that are connected to the District's water system that have no water usage during a billing period (except those identified and specifically excluded by the District as redundant connections provided by the McClellan Air Force Base), and are deemed to be inactive customers by the District, shall be required to pay a minimum bimonthly water service fee ("inactive service fee"), without further waivers, as follows: the current base rate of \$44.33 and any subsequent increases and the capital improvement surcharge in the amount of \$19.00.

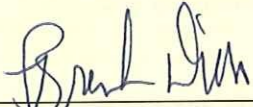
IT IS FURTHER RESOLVED, that vacant unimproved property/parcel owners may apply to be excluded from the inactive service fee, if upon application and approval by the

District, the owner of such vacant/unimproved parcel agrees in writing to forfeit the previously paid capacity fees, and further agrees that they will pay the capacity fees in affect at the time the owner requests to reconnect to the District's water system.

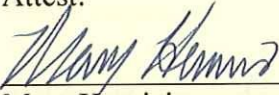
This Resolution supersedes Resolution 2013-05, and shall be effective immediately upon approval. This Resolution shall be incorporated into the District Policy Manual.

Passed and adopted this 17th Day of June 2013 by the following vote: 4-0-1-0

Ayes: Dills, Anderson, Caron and Brown
Noes: None
Absent: Longo
Abstain: None

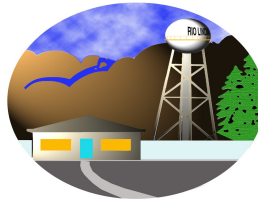


Brent Dills
President, Board of Directors

Attest:


Mary Henrici
Board Secretary

RIO LINDA



ELVERTA

Item for Discussion and Action Agenda Item: 4.2

Date: July 15, 2013

Subject: Inactive Service Fee

Staff Contact: Mary Henrici, General Manager

Recommended Committee Action:

The committee recommends that the service fee be reduced to \$27.68 / bi-monthly which is the amount of debt service required from each customer to pay our loans. They also recommend that all inactive customers be given the opportunity to have their service disconnected with the understanding that if their service is capped they will be required to pay capacity fees again in order to get the service turned on. Customers who have paid the higher rate will receive a credit to their account for the difference which will then be applied to future billings. Accounts that do not pay the fee will be subject to the District's collection proceedings including disconnection and liening of the property.

Current Background and Justification:

The original standby fee was enacted in September 2012 during a meeting where the staff also requested the Board approve implementing the rest of the rate increase approved in 2011. The Board denied increasing the rates to active customers but approved charging a fee for all inactive customers based on meter size to pay debt service and fixed costs. The inactive service fee has been discussed at just about every Board meeting since the new Board has been seated. It has been politically unpopular with the public since the fee has been established. Since the fees inception the Board has reduced the fee to a flat fee from the previous fee based on meter size. The Board has made exclusion for properties with two meters in the Mc Clellan cleanup area. They have also allowed properties that are vacant and unimproved to be excluded from the fee provided they pay capacity fees again once the service is activated.

The District billed out \$6,269 in the month of May and has received \$3,871 as of June 30, 2013 for these charges.

Estimated annual revenue based on May bills is \$37,614.00.

Annual total income is \$2,440,000/\$37,614 inactive service fee charges = 1.5% of total income.

\$37,614 is equivalent to 123 hrs of legal work.

District has already spent at least 41.25 hrs or \$12,581.25 for legal work on this issue as of May 30, 2013.

If the fee was abolished the estimated amount of debt service that would need to be paid through current customers for inactive accounts would be \$20,760 based on 125 inactive accounts @ \$27.68 each.

Conclusion:

The Finance/Administration Committee has reviewed the options of repealing the fee, reducing the fee and giving the public an option to opt out of the fee.

With all things considered the Finance committee felt it would be best to reduce the fee to the amount required to pay debt service which is \$27.68 bimonthly. The committee also recommended that all inactive customers be allowed to have the option to opt out of paying the fee with the understanding that they would be required to pay capacity fees again when their service is reconnected.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:____ Green:____ Caron:____ Anderson:____ Longo:_____.

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



Planning Committee Agenda Item: 2

Date: October 5, 2018
Subject: Developer Deposit Agreement with Elverta Specific Plan Owners Group
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

There may be no Committee action required at this time. This item is an update/follow up to the Board action taken at the September 17th meeting regarding developer deposit agreements consistency.

Current Background and Justification:

The September 17th Board action to revise and implement developer deposit agreements to be consistent with the Northborough agreement was conveyed to the Elverta Specific Plan Owners Group (ESPOG) representatives.

The previous developer deposit agreement with ESPOG, which was not consistent with the Northborough agreement, expired in May 2018.

The ESPOG response to the Boards action is contentious. As of the writing of this staff report, I am concerned that a revised and/or renewed developer deposit agreement with ESPOG will be a protracted process. Legal Counsel has reached out to ESPOG, and the only substantive thing agreed upon thus far is the need for further discussions.

Staff recommendation:

Until the ESPOG developer deposit agreement issue is resolved, I recommend the District refrain from assigning any billable work by District consultants (Legal Counsel and District Engineer).

**RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT
CONSULTANT FUNDING AGREEMENT**

THIS CONSULTANT FUNDING AGREEMENT ("Agreement") is entered into as of the 2ND day of MAY, 2013 ("Effective Date"), by and between the **RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT** ("District"), and **ELVERTA OWNERS GROUP**, a group of landowners (listed in Exhibit B) interested in pursuing development of and therefore funding of, some of the cost of development within the boundaries of the Elverta Specific Plan ("Landowners").

RECITALS

A. On August 8, 2007, the Sacramento County Board of Supervisors adopted the Elverta Specific Plan ("Specific Plan"). The Specific Plan provides for the development of a mixed use community on approximately 1,750 acres including commercial uses, park lands, school sites, a mix of housing types and related infrastructure.

B. The Landowners are pursuing various subsequent governmental approvals in order to advance development within the Specific Plan. District is interested in providing feasible water service to the plan area.

C. Landowners need a reliable and financially affordable supply of domestic water.

D. District and Landowners desire to enter into an agreement providing for certain tasks and funding for certain tasks to be performed or overseen by the District's engineer related to planning, financing and implementation of future water service to the Specific Plan area that is sustainable and feasible.

AGREEMENT

1. **Effective Date and Term.** This Agreement shall be effective as of the date first shown above (the "Effective Date"). This Agreement shall remain in full force and effect until five (5) years from the Effective Date, unless extended in writing by District and Landowners, or until terminated pursuant to Section 6, below.

2. **Initial Scope of Work and Approved Budget.** The initial scope of work ("Initial Scope of Work"), including the budget as approved by the parties is set forth

in Exhibit "A" attached hereto and incorporated herein by this reference. Any additional tasks and budget adjustments shall only become effective when approved, in writing by the General Manager of District and Landowners' authorized representative.

3. **Deposits and Accounting.** Landowners shall submit to District, within 30 days of execution of this agreement, an initial deposit for the budget amount contained in the Initial Scope of Work, as set forth in Exhibit "A,. District shall provide, to Landowners within twenty-five (25) calendar days of the end of any given month, a written monthly accounting report of the prior month's expenditures by District of funds paid by Landowners pursuant to this Agreement. In the event that the Initial Scope of Work is increased pursuant to this Agreement, the Landowners shall deposit the corresponding increased amount of budget for such increased Initial Scope of Work with District within thirty (30) calendar days after execution of the change order as provided in Section 2 above.

4. **District Consultant Invoices.** District consultants shall provide detailed, itemized invoices to District of their work that falls within the Initial Scope of Work, as may be amended pursuant to Section 2 above. District shall include in its consultant contracts a provision that District's consultants shall provide invoices to District within thirty (30) days after the end of each month's work by such consultants. District shall provide copies of invoices to the Landowners upon receipt from consultants by transmitting them electronically via email to the individual designated by the Landowner to receive notices per this agreement.

Landowners understand and agree that from time to time, and without the need for approval from Landowners, it may be necessary for the District to seek legal advice from its General Counsel, as approved by the General Manager, for services to be performed by the District and its Consultants pursuant to this Agreement. Landowners will reimburse the District for all legal fees and costs associated thereto. With respect to the District's General Counsel invoices, District shall only provide Landowners a limited or general summary of services provided and the amount invoiced (in order to ensure confidentiality, and protect the Attorney-Client privilege) by Counsel for legal services rendered for and on behalf of the District.

When District expenditures for approved tasks under this Agreement reach sixty percent (60%) of the approved budget set forth in Exhibit "A," or any change order to this Agreement, District and Landowners shall meet and confer on the status of work on the approved tasks and remaining tasks to be completed, and adjust the approved budget pursuant to mutual written agreement of District and Landowners. No work

will occur on any task or scope of work for which the required deposit has not been received.

Payments by Landowners to District shall be transmitted to District, as follows:

Rio Linda/Elverta Community Water District
Attn: Mary Henrici, General Manager
P.O. Box 400
Rio Linda, CA 95673

5. **Credit for Master Plan Portion of the Scope of Work.** The completion of the District's Master Plan Update "Update" has been determined to be in the interest of both the District and the Landowners. To accelerate the completion of the Update as defined in Task 1 of the Scope of Work as set forth in Attachment A, the Landowners agree to pay upfront costs for the Update. The District agrees to reimburse the cost of the Update by crediting the Landowners the actual cost currently estimated at \$50,000 toward future connection fees associated with the development. The allocation of the reimbursement will be determined at a future date and will not exceed 50 percent of the development's connection fee.

6. **Refunds of Unexpended Funds/Payment Upon Termination.** After completion of the tasks set forth above in Exhibit "A" and in any change orders to this Agreement, and after full satisfaction of all financial obligations incurred by District in performance of such tasks and if unexpended funds paid by Landowners to District remain, District shall, within fourteen (14) calendar days, refund such unexpended funds to the Landowners.

In the event this Agreement is terminated as provided in Section 7, below, District shall refund any unexpended funds as provided for above.

7. **Termination.** This Agreement may be terminated by (a) expiration of the Term set forth in Section 1, above, without extension of the parties by mutual written agreement, (b) either District or the Landowners for any reason upon providing ten (10) days' written notice to the other party, subject to the payment obligation of the Landowners set forth in Section 5, above, (c) District for failure by Landowners to make required payments in a timely manner hereunder.

8. **Reimbursement Agreement.** District and Landowners agree that the costs paid pursuant to this Agreement will benefit other developers and landowners of property within the Elverta Specific Plan boundary. District agrees to assist and take all

reasonable actions to cause or support the creation of an infrastructure financing fee such that said costs, shall be reimbursed to Landowners through a fee upon future lands as they benefit from said expenditures . Landowners agree to reimburse the District for all costs incurred in taking actions to cause or support the creation of an infrastructure financing fee.

9. **Notices.** Any notice ("Notice") to be given hereunder to any party hereto shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), or by certified mail, postage prepaid, return receipt requested, as follows:

Notice required to be given to District shall be addressed as follows:

General Manager
P.O. Box 400
Rio Linda, CA 95673

Notice required to be given to the Landowners shall be addressed as follows:

Elverta Owners Group
c/o Jeff Pemstein
The RCH Group
1640 Lead Hill Boulevard, Suite 220
Roseville, CA 95661

Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, or (ii) forty-eight (48) hours after the deposit of same in any United States Post Office mailbox, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section 8, may be changed by giving written notice of such change in the manner herein provided for giving notice.

10. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of Landowners and District and their successors and assigns: No person who is not a party to this Agreement shall have any right of action based upon any provision in this Agreement.

11. **Amendments.** All modifications or amendments to this Agreement shall be in writing, and executed by all parties hereto in order to be of any force or effect.

12. **Jurisdiction and Venue.** This Agreement shall be administered and interpreted under the laws of the State of California. In addition to any other right or remedies, either District or Landowners may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. All legal actions shall be instituted in the Superior Court of the County of Sacramento, State of California.

13. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14. **Entire Agreement.** Except as may be amended as set forth in Section 10, above, this Agreement, inclusive of its Recitals and Exhibits, constitutes the sole agreement between District and the Landowners pertaining to funding of the tasks set forth in Section 2, above, and supersedes any other oral or written understanding.

IN WITNESS WHEREOF, District has authorized the execution of this Agreement in by its President of the Board and Landowners have authorized execution of this Agreement by Jeffrey M. Pemstein.

DISTRICT:

RIO LINDA / EVLERTA COMMUNITY
WATER DISTRICT

By: Brent Dills

Brent Dills
President of the Board

LANDOWNERS:

ELVERTA OWNERS GROUP

By: Jeffrey M. Pemstein

Jeffrey M. Pemstein
Project Manager and
Authorized Agent

Attachment A

Rio Linda/Elverta Community Water District

Elverta Specific Plan Water Supply Master Plan Update Scope of Work

The Elverta Specific Plan's (ESP) Owners Group has requested Rio Linda/Elverta Community Water District (District) to update its water supply plan and investigate water supply alternatives that would enable the District to add the development to the District's water system. This Scope of Work (SOW) presents the services that will be provided by Affinity Engineering Inc. (Affinity) to develop a plan for the ESP water system to be added to the District after it is constructed and demonstrated to be operational. Affinity will complete the SOW under a pre-existing Master Services Agreement (MSA) with the District. As part of this MSA, Affinity will submit Task Order 4 for the work described in this SOW to be approved by the District's Board.

This SOW includes the following sections: Project Understanding, Scope of Services and Fee Estimate.

Project Understanding

ESP is a residential and light retail development in the Elverta area of Sacramento County. The development was being actively planned until 2007 when the project was delayed due to economic conditions. An ESP Water Supply Master Plan had been initiated, but since 2007 there have been many changes (political, regional and local) that have outdated this planning work. In January, the ESP Owners Group met with the District and requested the District update the ESP Water Supply Master Plan in order for the District to move forward with its planning efforts related to the eventual incorporation of ESP into the District.

Scope of Services

The following is the scope of services required to update the ESP Water Supply Master Plan.

Task 1 – Update District's 2003 Master Plan:

The current District Master Plan must be updated to evaluate and incorporate ESP off-site and on-site infrastructure requirements to ensure the entire water supply and distribution system will operate as one balanced system. The update will make sure that the improvements that the District prioritizes will complement the new facilities for ESP. The updated Master Plan will include the following:

- Incorporation of recently completed improvements within the District
- Revisions to the CDPH compliance order (new reservoir and booster station)
- Update of District information (staffing, budgets, etc.)
- Updating the water supply criteria used by the District for sizing its infrastructure

Attachment A

- Present water supply and demands that were recently determined in an engineering report paid for by the District
- District goals as presently determined from the District's on-going strategic planning effort
- Locating future water facilities: wells, storage, interconnections and booster stations
- Prioritize improvements and the development of a 5 year Capital Improvement Plan

Schedule: Task 1 will be completed within 6 months of receiving notice to proceed from the District

Deliverables: Monthly updates to the District's Planning Committee and others on the progress of the Master Plan Update

Meetings: Monthly meetings will be held as necessary with the District Planning Committee to discuss the progress of the Master Plan update and receive District input

Task 2 – Review ESP Water System Requirements and Investigate Water Supply Alternatives:

Task 2a. – Update ESP Water Demands

Update projected annual water demands within ESP will be based on recent legislation regarding water use reductions, building codes, and landscape irrigation. Update water demands for operational design factors and infrastructure design criteria. Work with ESP Owners Group to identify and obtain the most recent land use plan, housing unit projections, and other information for use in the water demand update analysis.

Task 2b. – ESP Infrastructure Review

Review past treatment and distribution infrastructure planning efforts. Compare to current and anticipated design and operational standards. Prepare schematic and skeleton water supply infrastructure plans based on feasible water supply alternatives.

Task 2c. Review Status of Existing ESP Water Supply Alternatives

Review past supply strategy efforts. Coordinate with appropriate agencies such as SGA, SSWD, Roseville, County, and others as necessary to ascertain current status of potential project water supply and PF8 issues and requirement.

Task 2d. Summarize ESP Water Supply Needs

Attachment A

Summarize current status and present recommended approach to update the Water Supply Program to include on-site infrastructure, linkage with existing District system and operational strategies, water supply strategy, and off-site supply infrastructure requirements. Discuss status and recommendations with ESP landowners group, Board of Directors, and others as necessary to maintain program coordination.

Schedule: Task 2 will be completed within 6 months of receiving notice to proceed from the District. Adjustments to the schedule may be required due to delays in coordination efforts with other local and regional entities.

Deliverables: Submit monthly updates to the District's Planning Committee and ESP Owners Group on the progress of the ESP Master Plan Update.

Meetings: Monthly meetings will be held with the District's Planning Committee and ESP Owners Group to discuss the progress of the Master Plan update

Task 3 Incorporate ESP into the ~~2010~~ Master Plan

Task 3a. Define ESP Water Supply Strategies

Investigate alternative water supply strategies within the requirements of the WFA and PF8. Coordinate with all local, regional, and state-wide entities as necessary to develop and define each supply strategy. Develop planning level capital and long-term operational cost estimates for each identified alternative. Select the preferred alternatives for further investigation and preliminary negotiation in order to identify and detail all costs and issues necessary to select the preferred strategy. Task may identify additional studies or pilot programs necessary to define supply alternative viability.

Task 3b. Define ESP On-Site Infrastructure

Identify, size, and define on-site infrastructure requirements including design requirements, preliminary layout, and cost estimates. Update infrastructure requirements to connect the ESP system to the existing system including design requirements, preliminary layout, and cost estimates based on the phasing of their development. Work with water supply strategy efforts to identify and develop the off-site supply infrastructure required for each supply alternative. Infrastructure requirements will be finalized based on the selected water supply strategy. Findings and recommendations will be presented in technical memorandums as necessary and in the Water Supply Master Plan.

Task 3c. Agreements and Financing Requirements

Attachment A

Identify and coordinate developer agreements and other financing requirements of potential water supply strategies with ESP landowner's group.

Task 3d. Incorporate ESP Into District Master Plan.

Update the District's Master Plan to include the supply and infrastructure analysis, findings, and recommendations for incorporating ESP into the District. The plan will include phasing implementation tasks and requirements linked to the development's schedule. The scope intends for the master plan to be completed within 9 months of notice to proceed. However, schedule may be prolonged and/or additional efforts may be required due to coordination or other issues identified during the course of the investigations.

Schedule: Task 3 will be completed three months after Tasks 1 and 2 are completed from when given a notice to proceed is received. Adjustments to the schedule may be required due to delays in coordination efforts with other local and regional entities.

Deliverables: Master Plan update that incorporates ESP with the District updated master plan from Task 1.

Meetings: Meet with the District's planning committee and ESP Owners Group monthly to address comments on the draft master plan update and the incorporating of the ESP Development.

Task 4 MProject Management

This task includes project management that includes meetings, updates, presentations, and other coordination efforts required during the project. Project updates and presentations will be provided as needed to the District Board Meetings and other interested parties. The task includes updating and coordinating with SGA/RWA, Water Forum, LAFCO, and other entities. Task efforts are based on a 9-month project schedule and could change based on increased outreach/coordination requirements, schedule change, or other factors not yet identified at this time.

It is the intent of this scope to have the necessary information to select a water supply strategy for final negotiations within 9 months of notice to proceed. However, this time frame may be extended based on negotiating partner availability and ability to process negotiations through their respective board of director, public review, regulatory, or other requirements. Final supply negotiations are not included in this scope and could extend well beyond the 9-month project schedule.

Attachment A

Fee Estimate

The estimated fee for the tasks included in this Scope is summarized in the following table. Supply alternatives, coordination, outreach efforts, or other issues identified throughout the process may require additional budget and time to address and complete. The project scope described herein will be conducted on a time and materials basis with an upper limit of \$250,000. The project will be billed at a range of \$160-170/hour for engineering services and \$85/hour for drafting and CAD services depending on actual staff assignments. Reimbursable expenses and sub-consultants will be billed at cost plus 15 percent. Task budgets provided below are for informational purposes only and Affinity may reallocate costs depending on actual effort. The cost includes a maximum of \$1,000 for District's legal review of the third party agreement between the District and ESP Owners Group.

Fee Estimate

Tasks	Budget (\$)
Task 1 – Update District’s 2003 Master Plan	50,000
Task 2 – Review ESP Water System Requirements and Investigate Water Supply Alternatives	
Task 2a – Update ESP Water Demands	12,000
Task 2b – ESP Infrastructure Review	10,000
Task 2c – Review Status of Existing ESP Water Supply Alternatives	10,000
Task 2d – Summarize ESP Water Supply Needs	3,000
Task 3 – Incorporate ESP into the District’s Master Plan	
Task 3a – Define ESP Water Supply Strategies	45,000
Task 3b – Define ESP On-Site Infrastructure	45,000
Task 3c – Agreements and Financing Requirements	8,000
Task 3d – Incorporate ESP into District Master Plan	50,000
Task 4 – Project Management	16,000
Third Party Agreement Legal Review	1,000
Total:	250,000

EXHIBIT B
Elverta Owners Group Membership

	<u>APN</u>		<u>APN</u>
Elverta Associates LLC Contact: Tim Kihm 4685 MacArthur Court Newport Beach, CA 92660 (949) 399-2505 tkihm@rtacq.com	202-0170-019 202-0170-024	NPA, LLC Contact: Tony Gallas & Terry Coffee 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 tgallas@pacbell.net tc1putt@hotmail.com	202-0080-058
Elverta 59 1/2 Acres, LLC Contact: Tim Kihm 4685 MacArthur Court Newport Beach, CA 92660 (949) 399-2505 tkihm@rtacq.com	202-0070-015 202-0080-007	Elverta West 10, LLC Contact: Tony Gallas 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 tgallas@pacbell.net	202-0080-019
Lial Trust Contact: Mark Periberger 2100 Northrop Avenue, Suite 500 Sacramento, CA 95825 (916) 920-8272 map@halbear.com	202-0080-053	Elverta West 10, LLC Contact: Tony Gallas 11448 Skislope Way Truckee, CA 96161 (916) 769-6787 tgallas@pacbell.net	202-0080-020
D.R. Stephens & Partners No. XVII, LLC Contact: Glenn Matsuhara 465 California Street, Suite 330 San Francisco, CA 94104 (415) 781-8000 matsusf@aol.com	202-0070-013 203-0040-007 203-0080-039 203-0040-008		
Winn Communities - Sankey 380 LLC Contact: George Carpenter 3001 I Street, Suite 300 Sacramento, CA 95816 (916) 930-0925 georgemcarpenter@comcast.net	203-0010-014		
Elverta78 / Towne/Countryside South Contact: Paul Carillo 6700 Fair Oaks Blvd, Suite B Carmichael, CA 95608 (916) 484-6990 pcarillo@stewartsac.com	203-0080-038		

Tim Shaw

Subject: FW: Board Action on August 17th; Development Deposit Refinements
Attachments: Item 4.7 - Example Developer Funding Agmt Northborough Signed Funding Agreement.pdf
Importance: High

From: Tim Shaw
Sent: Thursday, September 27, 2018 9:39 AM
To: 'Rob Smith' <RSmith@TheRCHGroup.com>; Ken Giberson (kgiberson@msce.com) <kgiberson@msce.com>
Cc: 'JPemstein@HBTSac.com' <JPemstein@HBTSac.com>
Subject: Board Action on September 17th; Development Deposit Refinements
Importance: High

Rob:
At the September 17th meeting, the RLECWD Board of Directors acted to make our development deposit policy more consistent and less vulnerable. The Board's action was to direct that developer deposits are to be handled using the Northborough funding agreement as a model. The impact for ESPOG interactions will be to execute a developer funding agreement in substantially the same format as the attached agreement with Northborough.

Please review the attachment and identify any changes you believe to be appropriate due to differences between the Northborough agreement and the ESPOG needed agreement. Execution of such new agreement may become limiting path for continued workshops identified as a mutually agreed upon means for resolving the outstanding issues between ESPOG and RLECWD.

Timothy R. Shaw
General Manager
Rio Linda / Elverta Community Water District
(916) 991-8891



Planning Committee

Agenda Item: 3

Date: October 5, 2018
Subject: Stalled Capital Improvement Projects
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

Review the details provided for the stalled capital improvement projects and recommend which, if any, are recommended to continue pursuing.

Current Background and Justification:

As mentioned at the future items portion of the September Planning Committee, staff recently advised me of the stalled status for several previously approved capital improvement projects. These projects were evidently approved by the Board via adoption of various capital budgets throughout the prior years. Evidently, funding was not secured to complete these items, yet some spending toward the items occurred.

The District continues to experience insufficient funding for these items. Nevertheless, it is necessary to designate which (if any) of these items continues to be needed in light of the continued funding restrictions.

If any of the items are deemed worthy of continuation, the next step would be to discuss funding and timing.

If any of these items are deemed appropriate to terminate, any money spent on the item prior to the determination to terminate the item needs to be properly accounted and allocated to the current fiscal year as a “write off”.

Staff recommendation:

I recommend the Planning Committee forward item(s) the onto the Board agenda for October 15th, for any recommended termination or continuation of stalled capital improvement items.

Stalled Capital Improvement Projects

Budget FY(s)	Project Name	Budget Amount	Project Description (per budget documents)	Last Transaction Date	Amount Paid to Date	Status	Recommendation
2015-16	L Street - Storm Drain Construction	\$50,000.00	This budget item is for the construction of 230-ft of 12" storm drain. The need for the storm drain extension is described in Budget Item A-2. The storm drain extension is needed in order to properly deliver water from the L Street plant to Sacramento County's main storm drain line at the adjacent park. Without the storm drain extension, during a reservoir overflow event, the onsite storm drain will overflow into L Street.	12/1/2015	\$13,036.60		
2016-17 2017-18	El Dorado County Water & Power Supply MOU	\$275,000.00	This budget item is a carryover project from last year's capital budget. The cost was approved by the Board of Directors as part of a signed Memorandum of Understanding (MOU) between El Dorado Water and Power Authority (EDWAPA) and the District. The purpose of the MOU is for the District and EDWAPA to work together to put EDWAPA's surface water right to use by the District until EDWAPA has a need for them. The project is being administrated by EDWAPA.	9/27/2017	\$39,441.63		
2016-17 2017-18	River Arc Participation	\$115,000.00	The River Arc Project consists of six local water purveyors (Rio Linda / Elverta Community Water District, City of Sacramento, Sacramento County Water Agency, California American Water Company, Placer County Water Agency, and City of Roseville) that are working together to construct a surface water treatment plant that treats Sacramento River water and delivers treated water to the region. The District is participating in this project to bring supplemental surface water into the District to supply the current and future customers with a combination of ground and surface water. This is a long range project that is planned to be built within the next 10 to 20 years.	7/21/2017	\$125,011.22		
2014-15	L Street - Well 12 Replacement (Design Only)	\$50,000.00	This budget item is for the plans and specifications to replace Well 12 with a new well that is more efficient and has an expected capacity of 1,500 gpm. The replacement well (Well 12A) is planned to be constructed in FY 2015-16 and part of the HC water supply mitigation.	5/6/2015	\$6,542.00		
2015-16	District Office Design and Permitting	\$30,000.00	This budget item is to complete plans and specifications for a new District Office that will be planned to be built in the 2016/17 capital budget year. The existing office is not large enough for District operations and would require extensive upgrades to meet current code requirements.	12/1/2015	\$4,870.00	Two Rivers Architects: Preliminary Architect for District Office Building	
2014-15 2015-16	Adele Court Pipeline	\$20,000.00	This budget item is to replace the existing 2-inch water line to stabilize pressure to customers in Adele Court. The project was originally planned to be installed using District Staff. Based on the limited equipment District Staff has, the project is now being re-budgeted for 2015/16 and bid out to local contractors to install.	8/24/2015	\$5,745.00		
2015-16	Install 100 feet of 8" DIP in Paladin Way	\$20,000.00	This budget item will close a loop in Paladin Way eliminating two dead ends and providing better water quality and circulation to customers on this water line.	9/15/2015	\$2,120.00		
2015-16	Install 200 feet of DIP on 5th/Montague, Obtain Easement	\$30,000.00	This budget item will close a loop on 5th/Montague eliminating two dead ends and providing better water quality and circulation to customers on this water line.	9/15/2015	\$2,310.00		