

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

**May 16, 2022 (6:30 p.m.)**

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

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE  
LIMITATIONS PURSUANT TO CURRENT STATE AND COUNTY GUIDELINES.

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

**AGENDA**

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

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

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

**2. PUBLIC COMMENT**

**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**

April 16, 2022

*The Board is being asked to approve the Minutes from the April 16, 2022 Regular Board Meeting.*

**3.2. Expenditures**

*The Executive Committee recommends the Board approve the March 2022 Expenditures.*

**3.3. Financial Reports**

*The Executive Committee recommends the Board approve the March 2022 Financial Report.*

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

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

##### **4.1. GM Report.**

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

##### **4.2. District Engineer's Report.**

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

##### **4.3. Consider Change Order on Pipe Replacement Contract Due to Supply Chain Shortage on Ductile Iron Pipe.**

##### **4.4. Consider Adopting Resolution 2022-04, Commending Robert Reisig's Community Service.**

##### **4.5. Consider Options for Filling the Board Member Vacancy and Related Assignments.**

4.5.1. Board President (or Vice President if current Vice President assumes the presidency).

4.5.2. Executive Committee assignment.

##### **4.6. Consider Confirming the Amount of Water Rate Adjustment Stipulated for July 1, 2022 in Resolution 2021-03, Exhibit A.**

##### **4.7. Consider Agreement with CoreLogic for Property Information Services.**

##### **4.8. Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**

4.8.1. Ad Hoc Committee to interview legal services respondents.

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

##### **5.1. District Activities Reports**

5.1.1. Water Operations Report

5.1.2. Completed and Pending Items Report

5.1.3. Conservation Report

5.1.4. Leak Repair 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. Sacramento Groundwater Authority – Harris (primary)

5.2.3. Executive Committee – Green (interim assignment), Ridilla

5.2.4. ACWA/JPIA – Ridilla

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

#### **7. ADJOURNMENT** – In memory of Director Robert Reisig

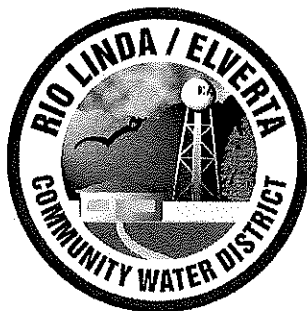
Upcoming meetings:

##### Executive Committee

June 6, 2022, Monday, 6:00 pm. Location TBD (June Primary Election at Depot)

##### Board Meeting

June 29, 2022, Wednesday, 6:30 pm. Visitors / Depot Center, 6730 Front St. Rio Linda, CA (The regular meeting must be moved from the third Monday in June due to the observance of Juneteenth)



**Consent Calendar  
Agenda Item: 3.1**

**Date:** May 16, 2022

**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 \_\_\_\_\_.

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

**MINUTES OF THE APRIL 18, 2022  
BOARD OF DIRECTORS REGULAR MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

2

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

The April 18, 2022 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor's Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting will be physically open to the public with some reasonable limitations pursuant to current state and county guidelines. All in-person attendees are required to wear masks pursuant to the Sacramento County public health order and the federal Americans with Disabilities Act. Director Ridilla led the pledge of allegiance.

General Manager Tim Shaw took roll call of the Board of Directors. Director Jason Green, Director Mary Harris, Director John Ridilla, Director Gifford and General Manager Tim Shaw, Legal Counsel, Erin Dervin, and District Engineer, Mike Vasquez were present. President Robert Reisig was absent.

**2. PUBLIC COMMENT**

Members of the public questioned the number of packets available at the meeting.

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

**3.1 Minutes**

*March 21, 2022*

**3.2 Expenditures**

*February 2022 Expenditures*

**3.3 Financial Reports**

*February 2022 Financial Reports*

Comments/Questions – No public Comment.

*It was moved by Director Harris and seconded by Director Ridilla to approve the consent calendar with the corrected minutes. Directors Green, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

**4. REGULAR CALENDAR**

**ITEMS FOR DISCUSSION AND ACTION**

**4.1 2020 Urban Water Management Plan (UWMP) Presentation by EKI Environmental**

EKI Environment & Water, Inc. (EKI) provided a presentation.

*It was moved by Director Harris and seconded by Director Ridilla to accept the growth rate of 0.38% per year through the year 2045 in the UWMP. Directors Green, Harris, Gifford and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

**4.2 GM Report.**

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

*The Board took no action on this item.*

**4.3 District Engineer's Report.**

The Contract District Engineer report provided a General District Engineering, Active Development Reviews (only projects with updates from the last Board Meeting), CIP Dry Creek Road Pipe Replacement Project and 2020 Urban Water Management Plan.

*The Board took no action on this item*

#### **4.4 Consider Approving Resolution 2022-03, Calling an Election.**

The February 2022 notice from the Sacramento County Registrar of Voters requires that the RLECWD adopt the subject Resolution to enable the RLECWD Board Members' election to be consolidated with the County's general election. This evolution recurs every two years. The cost of consolidating the District's election is favorable compared to the costs of independently conducting the elections.

Comments/Questions – No public comment.

*It was moved by Director Harris and seconded by Director Green to adopt Resolution No. 2022-03 Declaring an Election. Directors Green, Gifford, Harris and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

#### **4.5 Consider Declaring a Stage 2 Water Shortfall Pursuant to the Governor's Executive Order, N-7-22.**

Governor Newsom's Executive Order N-7-22 is included as a document associated with this item. N-7-22 compels urban water purveyors to implement their stage 2 water shortfall contingency plans. The RLECWD water shortfall contingency plan is codified in RLECWD Ordinance 2015-01, also included as a document associated with this item.

N-7-22 further describes a stage 2 water shortfall as an objective to conserve 20%. RLECWD Ordinance 2015-01 (section 6(b)) stipulates that a 20% conservation target is associated with stage 1, "Water Alert". All the restrictions in Ordinance 2015-01 listed under "Normal Water Supply" (Section 5) remain in effect. Additional restrictions in Ordinance 2015-01, Water Alert (section 6) include limiting irrigation to 3 watering days per week and establishing fines for violations.

Comments/Questions – No public comment.

*It was moved by Director Harris and seconded by Director Green declare a "stage 1 water shortfall (20% reduction), and direct staff to perform all stipulated notices. Directors Green, Gifford, Harris and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

#### **4.6 Consider Authorizing Revisions to Policy 4.31.217, "Reduction Due to Accidental Loss".**

The Board discussed the need for revision to Policy 4.31.217 at the March 21, 2022 meeting. The Board further directed staff to implement the proposed changes into the policy and bring the item back to the April 18<sup>th</sup> meeting.

Included as a document associated with this item is the proposed revised policy.

Comments/Questions – No public Comment.

*It was moved by Director Harris and seconded by Director Ridilla to authorize the revisions to Policy 4.31.217. Directors Green, Harris, Gifford, and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

#### **4.7 Consider Customer Requests for Board Review of Billing Issues.**

Current District policy stipulates that the full Board consider customer's request for waivers, reversal of charges, refunds etc. Included with your Board packets are the customers' request forms (plural).

The request associated with this item is from account # 13193000. The request stems from the customer's meter becoming inoperable on March 20<sup>th</sup>, discovered in the bimonthly meter reading cycle.

Pursuant to the current rate structure, an inoperable meter generates a minimum charged based on the average seasonal consumption of all residential customers. However, when the affected customer typically uses far less than average, the assumption of average arguable results in a charge higher than it would have been if the meter had been operational.

A review of account # 13193000 shows this customer consistently uses only 2 units of water in cooler billing cycles.

Comments/Questions – No public Comment.

*It was moved by Director Ridilla and seconded by Director Gifford to authorize a credit for account #131930000 the difference between the bill he received and a bill corresponding to a 2-units of consumption billing cycle. Directors Green, Harris, Gifford, and Ridilla voted yes. The motion carried with a roll call vote of 4-0-0.*

**4.8 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**

*The Board President took no action on this item.*

**5. INFORMATION ITEMS**

**5.1 District Activities Reports**

- 5.1.1. Water Operations Report – Written report provided.
- 5.1.2. Completed and Pending Items Report – Written report provided.
- 5.1.3. Conservation Report – Written report provided.
- 5.1.4. Leak Repair Report – Report provided.
- 5.1.5. Correspondence and Notices from State Water Resources Control Board Regarding Readoption of Hexavalent Chromium Maximum Contamination Level.

**5.2 Board Member Report**

- 5.2.1 Report any ad hoc committees dissolved by requirements in Policy 2.01.065 – SGA Budget Committee has been dissolved.
- 5.2.2 Sacramento Groundwater Authority – Harris (primary), Reisig – Agenda provided.
- 5.2.3 Sacramento Groundwater Authority / Sacramento Central Groundwater Authority 3 X 3 (Reisig) – Documents provided.
- 5.2.4 Sacramento Groundwater Authority Budget Ad Hoc (Harris) – Verbal Report – Dissolution of committee.
- 5.2.5 Executive Committee – Reisig, Ridilla – Minutes provided.
- 5.2.6 ACWA/JPIA – Ridilla – No report.

**6. DIRECTORS’ AND GENERAL MANAGER COMMENTS – None**

**7. ADJOURNMENT - President Reisig adjourned the meeting at 7:35pm.**

Respectfully submitted,

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

\_\_\_\_\_  
Jason Green, President of the Board



**Consent Calendar  
Agenda Item: 3.2**

**Date:** May 16, 2022

**Subject:** Expenditures

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

**Recommended Committee Action:**

The Executive Committee recommends approval of the Expenditures for the months of March 2022

**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 March 2022.

**Board Action / Motion**

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

Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_.

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

**Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/09/2022	EFT	QuickBooks Payroll Service	For PP Ending 03/05/22 Pay date 03/10/22	17,851.84
Liability Check	03/10/2022	EFT	CalPERS	For PP Ending 03/05/22 Pay date 03/10/22	3,007.85
Liability Check	03/10/2022	EFT	CalPERS	For PP Ending 03/05/22 Pay date 03/10/22	1,149.24
Liability Check	03/10/2022	EFT	Internal Revenue Service	Employment Taxes	6,971.88
Liability Check	03/10/2022	EFT	Employment Development	Employment Taxes	1,350.32
Liability Check	03/10/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,617.86
Bill Pmt -Check	03/10/2022	EFT	Adept Solutions	Computer Maintenance	1,208.00
Bill Pmt -Check	03/10/2022	EFT	Comcast	Phone/Internet	280.97
Bill Pmt -Check	03/10/2022	EFT	PG&E	Utilities	145.37
Bill Pmt -Check	03/10/2022	EFT	Republic Services	Utilities	95.01
Bill Pmt -Check	03/10/2022	EFT	Umpqua Bank Credit Card	Computer, Office, Postage,Pump Maint, Shop Supplies, Staff Training	3,492.51
Bill Pmt -Check	03/10/2022	EFT	Voyager	Transportation Fuel	262.18
Check	03/10/2022	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	03/10/2022	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	44,526.00
Bill Pmt -Check	03/10/2022	2049	Teamsters	Union Dues	684.00
Bill Pmt -Check	03/10/2022	2050	ABS Direct	Printing & Postage	217.56
Bill Pmt -Check	03/10/2022	2051	ACWA/JPIA Powers Insurance Authority	EAP	23.80
Bill Pmt -Check	03/10/2022	2052	Affordable Heating & Air	Building Maintenance	135.00
Bill Pmt -Check	03/10/2022	2053	BSK Associates	Lab Fees	454.50
Bill Pmt -Check	03/10/2022	2054	Corelogic Solutions	Metro Scan	134.75
Bill Pmt -Check	03/10/2022	2055	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	03/10/2022	2056	Intermedia.net	Phone/Internet	85.15
Bill Pmt -Check	03/10/2022	2057	O'Reilly Automotive	Transportation Maintenance	42.75
Bill Pmt -Check	03/10/2022	2058	Quill	Office Expense	123.88
Bill Pmt -Check	03/10/2022	2059	Rio Linda Elverta Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	03/10/2022	2060	Rio Linda Hardware & Building Supply	Shop Supplies	157.74
Bill Pmt -Check	03/10/2022	2061	Sierra Chemical Company	Treatment	2,045.08
Bill Pmt -Check	03/10/2022	2062	SMUD	Utilities	14,111.52
Bill Pmt -Check	03/10/2022	2063	State Water Resource Control Board	Permit: Annual Water System Fees	25,974.27
Bill Pmt -Check	03/10/2022	2064	State Water Resource Control Board	Permit: Annual Waste Discharge Fees	763.00
Bill Pmt -Check	03/10/2022	2065	UniFirst Corporation	Uniforms	342.79
Bill Pmt -Check	03/10/2022	2066	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	03/17/2022	EFT	ARCO	Transportation Fuel	623.33
Liability Check	03/23/2022	EFT	QuickBooks Payroll Service	For PP Ending 03/19/22 Pay date 03/24/22	18,526.97
Liability Check	03/24/2022	EFT	CalPERS	For PP Ending 03/19/22 Pay date 03/24/22	3,007.85
Liability Check	03/24/2022	EFT	CalPERS	For PP Ending 03/19/22 Pay date 03/24/22	1,149.24
Liability Check	03/24/2022	EFT	Internal Revenue Service	Employment Taxes	7,206.82
Liability Check	03/24/2022	EFT	Employment Development	Employment Taxes	1,452.17
Liability Check	03/24/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,628.09
Liability Check	03/24/2022	EFT	Kaiser Permanente	Health Insurance	1,777.00
Liability Check	03/24/2022	EFT	Principal	Dental & Vision Insurance	1,724.51





**Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/24/2022	EFT	Western Health Advantage	Health Insurance	10,909.42
Bill Pmt -Check	03/24/2022	EFT	Verizon	Field Communication, Field IT	482.61
Bill Pmt -Check	03/28/2022	EFT	WageWorks	FSA Administration Fee	76.25
Check	03/24/2022	2067	Customer	Hydrant Deposit Refund	1,000.00
Check	03/24/2022	2068	Customer	Final Bill Refund	58.53
Check	03/24/2022	2069	Customer	Final Bill Refund	160.00
Bill Pmt -Check	03/24/2022	2070	BSK Associates	Lab Fees	351.00
Bill Pmt -Check	03/24/2022	2071	Buckmaster Office Solutions	Office Equipment	86.63
Bill Pmt -Check	03/24/2022	2072	Pacific Premier Bank	Surcharge 2 Loan Payment	158,788.67
Bill Pmt -Check	03/24/2022	2073	Pacific Shredding	Office Expense	34.65
Bill Pmt -Check	03/24/2022	2074	Quill	Office Expense	23.48
Bill Pmt -Check	03/24/2022	2075	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	03/24/2022	2076	Spok, Inc	Field Communication	15.29
<b>Total 10000 - Bank - Operating Account</b>					<b><u>360,696.03</u></b>

Rio Linda Elverta Community Water District  
Expenditure Report  
March 2022

Type	Date	Num	Payee	Memo	Amount
Check	03/24/2022	EFT	RLECWD	Surcharge 2 Loan Payment	158,788.67
<b>10375 · Surcharge Account 2</b>					<b><u>158,788.67</u></b>





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## Consent Calendar Agenda Item: 3.3

**Date:** May 16, 2022

**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 March 2022.

### **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 March 2022.

### **Board Action / Motion**

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

Ridilla: \_\_\_ Harris: \_\_\_ Jason Green \_\_\_ Gifford \_\_\_.

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

Rio Linda Elverta Community Water District

Balance Sheet

As of March 31, 2022



**ASSETS**

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 1,179,582.34

Total 10000 · Operating Account 1,179,582.34

10475 · Capital Improvement

10480 · General 461,076.95

10481 · Cr6 Mitigation 454,500.00

10485 · Vehicle Replacement Reserve 17,292.45

Total 10450 · Capital Improvement 932,869.40

10490 · Future Capital Imp Projects 1,279,066.06

Total 100 · Cash & Cash Equivalents 3,391,517.80

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 507,998.08

10300 · Surcharge 1 Account 848,131.40

10350 · Umpqua Bank Debt Service 96,436.17

10380 · Surcharge 2 Account 215,689.45

10385 · OpusBank Checking 557,837.72

Total 102.2 · Restricted for Debt Service 2,226,092.82

102.4 · Restricted Other Purposes

10600 · LAIF Account 395,501.11

10650 · Operating Reserve Fund 309,142.76

Total 102.4 · Restricted Other Purposes 704,643.87

Total 102 · Restricted Assets 2,930,736.69

Total Checking/Savings 6,322,254.49

Accounts Receivable 76,270.10

Other Current Assets

12000 · Water Utility Receivable 511,305.55

12200 · Accrued Revenue 0.00

12250 · Accrued Interest Receivable 1,165.62

15000 · Inventory Asset 37,280.90

16000 · Prepaid Expense 42,342.89

Total Other Current Assets 592,094.96

Total Current Assets 6,990,619.55

Fixed Assets

17000 · General Plant Assets 635,814.44

17100 · Water System Facilites 24,938,800.63

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -10,472,675.54

18000 · Construction in Progress 424,288.05

18100 · Land 576,673.45

Total Fixed Assets 16,475,944.45

Other Assets

18500 · ADP CalPERS Receivable 500,000.00

19000 · Deferred Outflows 729,108.00

19900 · Suspense Account 0.00

Total Other Assets 1,229,108.00

**TOTAL ASSETS 24,695,672.00**

**Rio Linda Elverta Community Water District**

**Balance Sheet**

As of March 31, 2022

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Accounts Payable	24,570.90
Credit Cards	60.00
Other Current Liabilities	914,481.71

<b>Total Current Liabilities</b>	<u>939,112.61</u>
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**Long Term Liabilities**

23000 · OPEB Liability	81,433.00
23500 · Lease Buy-Back	607,287.27
25000 · Surcharge 1 Loan	3,468,784.61
25050 · Surcharge 2 Loan	2,555,040.16
26000 · Water Rev Refunding	1,658,697.00
26500 · ADP CalPERS Loan	470,000.00
27000 · Community Business Bank	193,071.58
29000 · Net Pension Liability	1,117,944.00
29500 · Deferred Inflows-Pension	39,277.00
29600 · Deferred Inflows-OPEB	74,020.00

<b>Total Long Term Liabilities</b>	<u>10,265,554.62</u>
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<b>Total Liabilities</b>	<u>11,204,667.23</u>
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**Equity**

31500 · Invested in Capital Assets, Net	8,593,770.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted Equity	3,535,043.26
Net Income	656,965.81

<b>Total Equity</b>	<u>13,491,004.77</u>
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>24,695,672.00</u></u>
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Accrual Basis

Rio Linda Elverta Community Water District  
 Operating Profit & Loss Budget Performance  
 As of March 31, 2022

	<u>Annual Budget</u>	<u>Mar 22</u>	<u>Jul 21-Mar 22</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Total 40000 · Operating Revenue	2,888,520.00	230,964.48	2,007,523.40	69.50%	880,996.60
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	300.00	3.41	27.91	9.30%	272.09
Surcharg Total 41110 · Investment Revenue	300.00	3.41	27.91	9.30%	272.09
41120 · Property Tax	95,700.00	0.00	63,433.93	66.28%	32,266.07
Total 41000 · Nonoperating Revenue	96,000.00	3.41	63,461.84	66.11%	32,538.16
<b>Total Income</b>	<b>2,984,520.00</b>	<b>230,967.89</b>	<b>2,070,985.24</b>	<b>69.39%</b>	<b>913,534.76</b>
<b>Gross Income</b>	<b>2,984,520.00</b>	<b>230,967.89</b>	<b>2,070,985.24</b>	<b>69.39%</b>	<b>913,534.76</b>
<b>Expense</b>					
60000 · Operating Expenses					
60010 · Professional Fees	100,050.00	5,000.00	62,230.46	62.20%	37,819.54
60100 · Personnel Services					
60110 · Salaries & Wages	770,402.00	57,669.24	529,190.62	68.69%	241,211.38
60150 · Employee Benefits & Expense	458,434.00	33,995.69	280,422.10	61.17%	178,011.90
Total 60100 · Personnel Services	1,228,836.00	91,664.93	809,612.72	65.89%	419,223.28
60200 · Administration	221,902.00	11,454.09	179,887.54	81.07%	42,014.46
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	538,200.00	22,507.54	260,940.30	48.48%	277,259.70
Total 60000 · Operating Expenses	2,089,288.00	130,626.56	1,312,671.02	62.83%	776,616.98
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	148,158.00	0.00	61,158.00	41.28%	87,000.00
69110 · Interest	53,111.00	0.00	27,012.48	50.86%	26,098.52
Total 69100 · Revenue Bond	201,269.00	0.00	88,170.48	43.81%	113,098.52
69125 · AMI Meter Loan					
69130 · Principle	51,344.00	0.00	51,344.36	100.00%	-0.36
69135 · Interest	7,170.00	0.00	7,169.56	99.99%	0.44
Total 69125 · AMI Meter Loan	58,514.00	0.00	58,513.92	100.00%	0.08
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,850.00	0.00	0.00	0.00%	1,850.00
Total 69100 · PERS ADP Loan	31,850.00	0.00	0.00	0.00%	31,850.00
Total 69010 · Debt Service	291,633.00	0.00	146,684.40	50.30%	144,948.60
69400 · Other Non-Operating Expense	3,000.00	0.00	2,767.00	92.23%	233.00
Total 69000 · Non-Operating Expenses	294,633.00	0.00	149,451.40	50.73%	145,181.60
<b>Total Expense</b>	<b>2,383,921.00</b>	<b>130,626.56</b>	<b>1,462,122.42</b>	<b>61.33%</b>	<b>921,798.58</b>
<b>Net Ordinary Income</b>	<b>600,599.00</b>	<b>100,341.33</b>	<b>608,862.82</b>		
<b>Net Income</b>	<b>600,599.00</b>	<b>100,341.33</b>	<b>608,862.82</b>		

Accrual Basis

**Rio Linda Elverta Community Water District**  
**CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2021-22**  
 As of March 31, 2022

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
<b>FUNDING SOURCES</b>						
Fund Transfers						
Operating Fund Transfers In	576,700.00	442,822.00	-	-	-	-
CIP Fund Intrafund Transfers	(381,468.00)	(10,000.00)	371,468.00	-	10,000.00	10,000.00
Fund Transfer from Operating			28,000.00			
Surcharge 2 Surplus Repayment	79,747.00	-	-	-	25,650.10	-
Investment Revenue	300.00	64.81	125.00	96.03	-	-
<b>PROJECTS</b>						
<b>A · WATER SUPPLY</b>						
A-1 · Miscellaneous Pump Replacements	40,000.00	31,417.41				
<b>Total A · WATER SUPPLY</b>	<b>40,000.00</b>	<b>31,417.41</b>	-	-	-	-
<b>B · WATER DISTRIBUTION</b>						
B-1 · Service Replacements	30,000.00	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	27,721.92	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	450,000.00	-	-	-
<b>Total B · WATER DISTRIBUTION</b>	<b>155,000.00</b>	<b>27,721.92</b>	<b>450,000.00</b>	-	-	-
<b>M · GENERAL PLANT ASSETS</b>						
M-1 · Urban Water Management Plan	50,000.00	-	-	-	-	-
M-2 · Office Air Conditioner Replacement	8,200.00	5,622.00	-	-	-	-
M-3 · Server Replacement	8,000.00	-	-	-	-	-
M-4 · Dump Truck	-	-	-	-	85,000.00	82,707.55
<b>Total M · GENERAL PLANT ASSETS</b>	<b>66,200.00</b>	<b>5,622.00</b>	-	-	<b>85,000.00</b>	<b>82,707.55</b>
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>261,200.00</b>	<b>64,761.33</b>	<b>450,000.00</b>	-	<b>85,000.00</b>	<b>82,707.55</b>

**Rio Linda Elverta Community Water District  
Capacity Revenue Profit & Loss Budget Performance  
January - March 2022**

10

	<u>Annual Budget</u>	<u>Jan-Mar 22 Current QTR</u>	<u>Jul 21-Mar 22 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	1,400.00	225.35	704.16	50.3%	695.84
	<u>1,400.00</u>	<u>225.35</u>	<u>704.16</u>	<u>50.3%</u>	<u>695.84</u>
<b>44100 · Capacity Fee Revenue</b>	500,000.00	0.00	62,262.70	12.45%	437,737.30
<b>Total Income</b>	<u>501,400.00</u>	<u>225.35</u>	<u>62,966.86</u>	<u>12.56%</u>	<u>438,433.14</u>
<b>Gross Income</b>	<u>501,400.00</u>	<u>225.35</u>	<u>62,966.86</u>	12.56%	438,433.14
<b>Net Income</b>	<u><u>501,400.00</u></u>	<u><u>225.35</u></u>	<u><u>62,966.86</u></u>		



**Rio Linda Elverta Community Water District**  
**Surcharge 1 Profit & Loss Budget Performance**  
 January - March 2022

	<u>Annual Budget</u>	<u>Jan-Mar 22 Current QTR</u>	<u>Jul 21-Mar 22 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
41111 · Dividend Revenue	0.00	3.34	14.42	100.0%	-14.42
41112 · Interest Revenue	2,500.00	1,443.39	4,199.77	167.99%	-1,699.77
41113 · Market Value Adjustment	0.00	-13,902.12	-19,770.15	100.0%	19,770.15
	<u>2,500.00</u>	<u>-12,455.39</u>	<u>-15,555.96</u>	<u>-622.24%</u>	<u>18,055.96</u>
<b>43010 · Surcharge 1 Revenue</b>	<u>523,374.00</u>	<u>175,459.89</u>	<u>379,246.70</u>	<u>72.46%</u>	<u>144,127.30</u>
<b>Total Income</b>	<u>525,874.00</u>	<u>163,004.50</u>	<u>363,690.74</u>	<u>69.16%</u>	<u>162,183.26</u>
<b>Gross Income</b>	525,874.00	163,004.50	363,690.74	69.16%	162,183.26
<b>Expense</b>					
<b>69150 · Surcharge 1 Loan</b>					
69155 · Principle	369,821.00	0.00	183,729.73	49.68%	186,091.27
69160 · Interest	91,534.00	0.00	46,947.59	51.29%	44,586.41
69170 · Admin Fees	2,100.00	518.85	1,612.69	76.8%	487.31
<b>Total 69150 · Surcharge 1 Loan</b>	<u>463,455.00</u>	<u>518.85</u>	<u>232,290.01</u>	<u>50.12%</u>	<u>231,164.99</u>
<b>Total Expense</b>	<u>463,455.00</u>	<u>518.85</u>	<u>232,290.01</u>		
<b>Net Income</b>	<u>62,419.00</u>	<u>162,485.65</u>	<u>131,400.73</u>		

**Rio Linda Elverta Community Water District  
Surcharge 2 Profit & Loss Budget Performance  
January - March 2022**

11

	<u>Annual Budget</u>	<u>Jan-Mar 22 Current QTR</u>	<u>Jul 21-Mar 22 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	800.00	22.64	62.72	7.84%	737.28
	<u>800.00</u>	<u>22.64</u>	<u>62.72</u>	<u>7.84%</u>	<u>737.28</u>
43050 · Surcharge 2 Revenue	439,019.00	145,905.17	315,362.05	71.83%	123,656.95
<b>Total Income</b>	<u>439,819.00</u>	<u>145,927.81</u>	<u>315,424.77</u>	<u>71.72%</u>	<u>124,394.23</u>
<b>Gross Income</b>	439,819.00	145,927.81	315,424.77	71.72%	124,394.23
<b>Expense</b>					
69175 · Surcharge 2 Loan					
69180 · Principle	225,000.00	115,000.00	225,000.00	100.0%	0.00
69185 · Interest	104,632.00	43,788.67	89,381.33	85.42%	15,250.67
<b>Total 69175 · Surcharge 2 Loan</b>	<u>329,632.00</u>	<u>158,788.67</u>	<u>314,381.33</u>	<u>95.37%</u>	<u>15,250.67</u>
<b>Total Expense</b>	<u>329,632.00</u>	<u>158,788.67</u>	<u>314,381.33</u>		
<b>Net Income</b>	<u>110,187.00</u>	<u>-12,860.86</u>	<u>1,043.44</u>		



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

**Date:** May 16, 2022  
**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 \_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent



**Date:** May 16, 2022

**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: Demands for resources associated with the Water Forum and Board vacancy dominated this reporting period.

1. On April 21st, I participated in a virtual meeting with the State Water Resources Control Board regarding the preparation of Water Supply Assessments and Water Demand Assessments. There were over 500 participants in this meeting.
2. On April 21<sup>st</sup> (afternoon), I met the District's specialty Legal Counsel regarding the ongoing litigation.
3. On April 25<sup>th</sup> I participated in a Water Forum meeting.
4. April 28<sup>th</sup> , I participated in a meeting of the Regional Contamination Group.
5. On May 2<sup>nd</sup> early morning , I virtually attended a special meeting of the Sacramento Ground Water Authority..
6. On May 9<sup>th</sup> , I participated in a Water Forum meeting.
7. On May 11<sup>th</sup> , I participated in a State Water Resources Control Board workshop on water conservation.

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

- Changes a proposed agreement with CoreLogic for property information
- Alternative meeting dates and/or locations for the June Executive Committee meeting and the June Board meeting..
- A notice to all existing Innov8 device pilot test customers.

Fuel Prices are still climbing despite a brief, limited decline in April.



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

**Date:** May 16, 2022  
**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 \_\_\_\_\_  
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

11 May 2022

**DISTRICT ENGINEER'S REPORT**

**To:** Tim Shaw, General Manager, Rio Linda / Elverta Community Water District  
**From:** Mike Vasquez, PE, PLS, Principal (EKI), Contract District Engineer (RL/ECWD)  
**Subject:** District Engineer's Report for the 16 May 2022 Board of Directors Meeting

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 14 April 2022 to 11 May 2022:

**1. General District Engineering:**

- Coordinated with RWA and DWR to close out the Well 16 Pump Station Project. The recorded project notice of completion was received from the Sacramento County Recorder's Office on 4/25/2022 and delivered to RWA and DWR on the same day. We are currently waiting for DWR's response of project acceptance and for receipt of the \$50,500 grant retention amount.

**2. Active Development Reviews (only projects with updates from the last Board Meeting):**

- Fox Hollow Residential Development (28 lots 6<sup>th</sup> Street between Q Street and S Street): Staff has been in communication with the developer and is expecting a maintenance bond and guarantee to be submitted by the developer soon along with as-built plans for the water infrastructure portion of the project. The developer has begun construction of homes on some lots. All water services will be locked off until capacity fees are paid by the developer, then meters will be installed by the District.

**3. CIP Dry Creek Road Pipe Replacement Project:**

- The construction contractor has notified the District that global supply chain issues have impacted the availability and raised the price of ductile iron pipe. This will be further discussed under a separate agenda item at this Board Meeting.

**4. 2020 Urban Water Management Plan:**

- Coordinated with Sacramento Area Sewer District staff to receive wastewater collection data required to be included in the UWMP.
- Internally reviewed completed sections of the UWMP with the EKI water resources team, provided feedback and provided requested data and information.
- The schedule remains for the UWMP to be completed and presented to the Board of Directors for adoption at the June 2022 Board Meeting.

Please contact me directly at the office (650) 292-9112, cell phone (530) 682-9597, or email at [mvasquez@ekiconsult.com](mailto:mvasquez@ekiconsult.com) with any questions or require additional information.

Very truly yours,

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



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

**Date:** May 16, 2022  
**Subject:** Change Order for Pipe Replacement Contract  
**Staff Contact:** Mike Vasquez, Contract District Engineer

**Recommended Committee Action:**

The May 2<sup>nd</sup> Executive Committee discussed this item and forwarded it onto the May 16<sup>th</sup> Board agenda with the Committee’s Recommendation for Board approval.

**Current Background and Justification:**

The Contract District Engineer has been continuously corresponding with Rawles Engineering regarding the availability and price of the ductile iron pipe specified in the annual pipe replacement program. The global supply chain issues have impacted the availability and raised the price for ductile iron pipe.

Rawles recently reported having identified a source of ductile iron pipe, but the price is approximately 50% higher than the price used in the Rawles bid. The impact and extent of the global supply chain issues could not have been reasonably anticipated in the competitive bidding process.

The Executive Committee discussed options and supports the Board and contractor consider a change order (included as a document associated with this item) to address the unforeseeable rise in ductile iron pipe.

**Conclusion:**

The Board should engage staff in discussion about the options for addressing the ductile iron pipe shortage and should engage Legal Counsel in dialog regarding the Public Contracts Code requirements for processing claims from a public works project contractor.

**Board Action / Motion**

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

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



**CONTRACT CHANGE ORDER 001**

16 May 2022

To: Rawles Engineering, Inc.  
109 Natoma Street  
Folsom, CA 95630

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

*NOTE: This change order is not effective until approved by the Rio Linda / Elverta Community Water District. The signed acceptance, reviewal, and approval of this change order acknowledge that the requirements of California Public Contract Code Section 9204 have been met.*

**CHANGE ORDER DESCRIPTION:**

1. Ductile Iron Pipe Material Cost Increase: This item is for supplier pipe material costs that have increased since the original proposal date and due to current global pipe supply chain availability issues. The increase in cost for this item is \$29,500.

**CONTRACT AMOUNT UPDATE:**

Original Contract Amount: \$449,343.75  
Total Amount This Change Order: \$29,500  
Total Amount All Change Orders: \$29,500  
Revised Contract Amount: \$478,843.75

**CONTRACTOR ACKNOWLEDGEMENT:**

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree. If this change order is approved, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted by: _____	_____
Carrie Rawles, Chief Executive Officer Rawles Engineering, Inc.	Date

**OWNER ACKNOWLEDGEMENT:**

Reviewed by: _____	_____
Mike Vasquez, PE, PLS, Contract District Engineer Rio Linda / Elverta Community Water District	Date

Approved by: _____	_____
Timothy R. Shaw, General Manager Rio Linda / Elverta Community Water District	Date

**END OF DOCUMENT**





## Items for Discussion and Action

### Agenda Item: 4.4

**Date:** May 16, 2022

**Subject:** Resolution 2022-04, Commendation for Robert Reisig's Service to the Community

**Staff Contact:** Timothy R. Shaw

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

The Executive Committee forwarded this item onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.

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

RLECWD Board President Robert Reisig passed away on April 18<sup>th</sup>. Prior to his passing, Robert had provided commendable service to the Rio Linda / Elverta community through his participation in many community service entities.

#### **Conclusion:**

The Board should adopt Resolution 2022-04, commending the years of community service by Robert Reisig.

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

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

Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_.

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

**RESOLUTION NO. 2022-04**

**A RESOLUTION IN APPRECIATION FOR OUTSTANDING PUBLIC SERVICE BY  
ROBERT REISIG**

**WHEREAS**, Robert Reisig was appointed to the RLECWD Board of Directors in June of 2019, then subsequently re-elected in November 2020, and

**WHEREAS**, Robert Reisig has shown exceptional leadership in service to our community through serving as Board President, Board Vice President, Chair of the Executive Committee District representative to Sacramento Groundwater Authority and District Representative to Sacramento County Local Agency Formation Committee (LAFCo), and

**WHEREAS**, Robert Reisig has brought respect, honor and integrity to the Rio Linda Elverta Community Water District through leading by example, exhibiting the highest level of ethics and maintaining a superior moral character, and

**WHEREAS**, Robert Reisig has volunteered numerous hours, incurred personal sacrifice and exhibited outstanding community spirit in his service, acting as an agent of change, while maintaining a demeanor that made working with him a pleasure, and

**WHEREAS**, Robert Reisig's unwavering commitment, willingness and ability to understand and respond to the concerns of the people of Rio Linda Elverta Community Water District has made a substantial contribution to the betterment of the District;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rio Linda/Elverta Community Water District does hereby posthumously commend Robert (Bob) Reisig for his legacy of dedication, enthusiasm, and outstanding public service given to the Rio Linda Elverta Community Water District for the past four years.

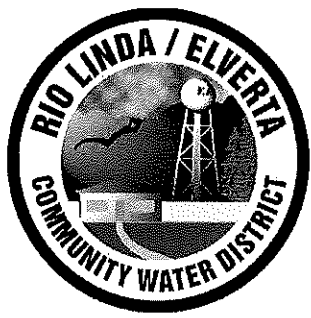
**APPROVED AND ADOPTED** by the Board of Directors of the Rio Linda / Elverta Community Water District on this 16th day of May 2022. By the following vote:

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_  
Jason Green  
President, Board of Directors

\_\_\_\_\_  
Timothy R. Shaw  
Secretary of the Board of Directors



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

**Date:** May 16, 2022

**Subject:** Options for Filling Board Vacancy

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

The May 2<sup>nd</sup> Executive Committee discussed this item and forwarded it onto the May 16<sup>th</sup> Board agenda. The Committee recommends filling the vacancy via the November 2022 general election.

**Current Background and Justification:**

The California Elections Code delineates options and time constraints for the governing body of a special district for filling a Board Member vacancy. The Sacramento County Elections Office guide for filling vacancies is included as a document associated with this item.

The basic options are filling the vacancy via appointment or via election. The timing of this vacancy, however, presents a timing aspect which precludes the necessity for a costly special election if the Board opts for filling the vacancy by election. Such election would be consolidated with the general election in November 2022. This option would effectively be two 4-year seats and one 2-year seat.

In addition to the election code process described above, the Board should also consider the assignments of President and Executive Committee. The Vice President has stepped up on an interim basis for responsibilities of the Chair and the May 2<sup>nd</sup> Executive Committee.

**Conclusion:**

The Board should vote to authorize filling the various vacant board member assignments and to authorize the method of filling the elected position on the RLECWD Board.

**Board Action / Motion**

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

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

## VACANCIES IN SPECIAL DISTRICTS

Agenda Item 4.5

21

### **1. Action Required by the Governing Board**

The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

The remaining district board members have 60 days immediately subsequent to either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, to either fill the vacancy:

- a.) By appointment, or
- b.) By calling a special election

GOV § 1780

### **2. Appointments to Fill Vacancies**

If the Board decides to appoint someone to fill the vacancy, the board first must post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the appointment is made.

The Board must notify the county elections of the appointment no later than 15 days after the appointment is made.

The person appointed shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general district election and that election is scheduled 130 or more days after the date the county elections official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor. GOV § 1780(d)

### **3. Elections to Fill Vacancies**

In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

The election shall be held on the next established election date that is 130 or more days after the date the district board calls the election. GOV § 1780(2)

A regular election as defined by Elections Code 1000:

- a.) The second Tuesday of April in each even-numbered year.
- b.) The first Tuesday after the first Monday in March of each odd-numbered year.
- c.) The first Tuesday after the first Monday in November of each year.
- d.) The first Tuesday after the first Monday in March in each even-numbered year.

**4. If the District Board Fails to Act**

If the vacancy is not filled by the district board by either making an appointment or calling a special election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the following shall occur.

Within the next 90 days, the City Council of the city in which the district is wholly located, or if the district is not wholly located within a city, the Board of Supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy by appointment or may order the district to call an election to fill the vacancy.

The election shall be held on the next established election date (see previous list) that is 130 or more days after the date the city council or board of supervisors calls the election. GOV § 1780

**5. If the District Board Lacks a Quorum to Act Within 60 Days**

If the number of remaining members of the district board falls below a quorum, at the request of the district secretary, or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

Again, the council or board may either appoint immediately to fill the vacancy, or may call an election to fill the vacancy.

The election shall be held on the next established election (see previous list) that is 130 or more days after the date the district board calls the election.

The board of supervisors or the city council shall only fill enough vacancies to provide the board with a quorum. GOV § 1780

**6. If the City Council or Board of Supervisors Fails to Act**

If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, no action has been taken by any governing body to fill the vacancy by appointment or by calling for a special election, the district must call an election to fill the vacancy. GOV § 1780

The election shall be held on the next established election (see page 7) that is 130 or more days after the date the district board calls the election. GOV § 1780

**7. Term of Office**

**A person appointed to fill a vacancy** shall hold office only until the next general district election that is scheduled 130 or more days after the date the county elections official is notified of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified to fill the vacancy for the remainder of the unexpired term. GOV § 1780

**A person elected at an election to fill the vacancy** shall hold office for the remainder of the unexpired term. GOV § 1780

**A person elected at a regular board member election or appointed in-lieu of election** takes office at noon on the first Friday in December following his or her election in November and shall serve for four years. EC §§ 10554, 10507



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

**Date:** May 16, 2022

**Subject:** Confirmation of July 1, 2022 Water Rates

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

The May 2<sup>nd</sup> Executive Committee forwarded this item to the May 16<sup>th</sup> Board agenda with the Committee’s recommendation for Board confirmation of the rate adjustments scheduled for implementation on July 1, 2022.

**Current Background and Justification:**

The objectives and Prop 218 requirements for a multi-year rate adjustment entails the process of projecting increases in the cost of service over the span of the multi-year adjustment. The obvious and most typical adjustment is for anticipated inflation in the cost of service. Fuel, electricity and admin expenses virtually never stay flat. The amount of inflation the entire country is experiencing is far greater than the 3% assumed in the Rate Study / Cost of Service adopted by the Board in July of 2021.

In addition to inflation adjustments, multi-year costs of service projections evaluate the anticipated increases to the cost of service due to regulatory and operational changes, e.g., water treatment requirements. The State Water Resources Control Board has already published their draft notice regarding re-establishing the Hexavalent Chromium Maximum Contaminant Level (MCL) at 10-parts per billion.

Exhibit A to Resolution 2021-03 is included as a document associated with this item.

**Conclusion:**

As recommended by the Executive Committee the Board should confirm the anticipated increases for the cost of service have materialized, and the July 1, 2022 column in Exhibit A to Resolution 2021-03 are necessary and appropriate.

**Board Action / Motion**

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

Ridilla:\_\_\_\_ Harris:\_\_\_\_ Jason Green \_\_\_\_ Gifford \_\_\_\_.

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

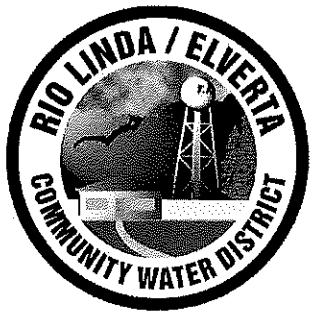
Rio Linda / Elverta Community Water District  
Resolution No. 2021-03

August 16, 2021

**Exhibit A  
Water Rates**

**TABLE 1: Proposed Bimonthly Water Rates – Normal Water Year  
Rate Study / Cost of Service Study  
Rio Linda Elverta Community Water District**

Meter Size	Current FY 2021	September 15, 2021	Proposed on or after			
			July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
5/8"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
3/4"	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
1"	\$99.77	\$55.25	\$56.38	\$57.83	\$60.34	\$62.94
1.5"	\$199.53	\$105.87	\$108.03	\$110.79	\$115.60	\$120.59
2"	\$319.25	\$166.61	\$170.01	\$174.35	\$181.92	\$189.77
3"	\$698.37	\$358.95	\$366.28	\$375.63	\$391.94	\$408.84
4"	\$1,257.06	\$642.41	\$655.52	\$672.24	\$701.43	\$731.68
Inactive	\$59.86	\$35.01	\$35.72	\$36.64	\$38.23	\$39.88
<b>Single Family Residential Inoperable Meter Fees (fixed bimonthly fee, no additional volume charges; cold weather period is November to April; warm weather period is May to October)</b>						
5/8" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
5/8" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
3/4" - Cold Weather		\$68.61	\$69.91	\$71.80	\$74.95	\$78.18
3/4" - Warm Weather		\$120.93	\$123.19	\$126.52	\$132.07	\$137.94
1" - Cold Weather		\$88.85	\$90.57	\$92.99	\$97.06	\$101.24
1" - Warm Weather		\$141.17	\$143.85	\$147.71	\$154.18	\$161.00
Commercial, institutional, and industrial (CII) and irrigation inoperable meter rates may be based on past average consumption						
<b>Volume Rates \$/ccf</b>						
Current Rate per ccf (over 6 ccf)	\$0.81					
<b>Single Family Residential</b>						
Tier 1: 0-17 ccf		\$1.72	\$1.75	\$1.80	\$1.88	\$1.96
Tier 2: 17+ ccf		\$2.18	\$2.22	\$2.28	\$2.38	\$2.49
CII (all use)		\$1.94	\$1.98	\$2.03	\$2.12	\$2.22
Irrigation (all use)		\$2.22	\$2.27	\$2.33	\$2.43	\$2.54
<b>Standby Fire Protection (Fixed Bimonthly Charge)</b>						
1.5"	\$4.12	\$4.12	\$4.31	\$4.50	\$4.70	\$4.91
4"	\$40.00	\$54.38	\$56.83	\$59.39	\$62.06	\$64.85
6"	\$60.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
8"	\$80.00	\$157.96	\$165.07	\$172.50	\$180.26	\$188.37
<b>Backflow Prevention (Fixed Bimonthly Charge)</b>						
Per device	\$8.33	\$9.00	\$9.27	\$9.55	\$9.84	\$10.14



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

**Date:** May 16, 2022

**Subject:** Agreement with CoreLogic

**Staff Contact:** Timothy R. Shaw

**Recommended Committee Action:**

The May 2<sup>nd</sup> Executive Committee forwarded this item to the May 16<sup>th</sup> Board agenda with the Committee’s recommendation for Board approval subject to review by Legal Counsel.

**Current Background and Justification:**

CoreLogic has been providing services to the District for years. The services provided include property / parcel ownership records, lien reports etc.

Apparently, there has been a merger or consolidation at CoreLogic which CoreLogic has asserted requires the District to execute an agreement. Such agreement includes typical contract language such as indemnity clauses. The authority to agree to contract terms and conditions is the sole authority of a public agencies elected Board. The Board cannot delegate their authority and must consider such contracts at a properly notices public meeting.

Further, public agency contracts must be reviewed by the public agency Legal Counsel, who ultimately represents the public served by the public agency. It is reasonable to assume that Legal Counsel charges for review of the proposed contract will not be negligible. Legal Counsel has reviewed the proposed agreement and found no substantive legal issues.

**Board Action / Motion**

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

Ridilla: \_\_\_\_\_ Harris: \_\_\_\_\_ Jason Green \_\_\_\_\_ Gifford \_\_\_\_\_.

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





**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“MSA”) is entered into between CoreLogic Solutions, LLC, a California limited liability company, having its principal place of business at 40 Pacifica, Suite 900, Irvine, California 92618, together with its subsidiaries and affiliates (collectively, “CoreLogic”) and the customer identified below on this signature page, together with its subsidiaries and affiliates (“Customer”) (collectively, the “Parties,” or individually, a “Party”). This MSA is effective as of the date of 05-01-2022 (the “Effective Date”).

This "Agreement" consists of: (i) this signature page; (ii) this MSA; (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific CoreLogic services (each, an “Addendum”); and (iv) any written orders for CoreLogic services, together with any related exhibits or purchase orders thereto, executed by the Parties under this MSA(“SOWs”), all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW(s). There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This MSA may only be modified by a written document expressly stated for such purpose and executed by the Parties.

**IN WITNESS WHEREOF**, the Parties have caused this MSA to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this MSA.

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT</b> ("CUSTOMER")	<b>CORELOGIC SOLUTIONS, LLC</b> ("CORELOGIC")
By:  _____	By:  _____
Authorized Signature	Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

## 1. Agreement Structure.

1.1 Each SOW executed by the Parties under this MSA shall be subject to these terms and conditions as well as any additional terms and conditions set forth in the Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this MSA, the Addendum to which such SOW is subject, if any, the specific services provided by CoreLogic to Customer (together with any applicable documentation, corrections, bug fixes, updates or other modifications, the "Services"), delivery methods, and Fees; and set forth, to the extent applicable: (1) the authorized use of the Services ("Permitted Applications"); (2) any third parties authorized to use the Services or Customer's products incorporating or relying on the Services, as permitted in the Permitted Applications, for their own internal purposes only ("End Users"); (3) any entities authorized to use the Services as long as such entity controls, is controlled by, or is under common control with Customer ("Permitted Affiliate"); and (4) any independent entities authorized to store, access, process, or use the Services solely on behalf of Customer ("Permitted Processor") (End Users, Permitted Affiliates, and Permitted Processors collectively and as applicable, "Permitted Users").

1.2 When fully executed by authorized signatories of the Parties, each SOW shall be incorporated into, and shall form a part of, this Agreement. Only the CoreLogic entity executing a specific Addendum or SOW shall incur any obligation or liability to Customer under such Addendum or SOW. Only the Customer entity executing a specific Addendum or SOW or named as a Permitted Affiliate shall incur any rights under such Addendum or SOW. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between this MSA, the Addendum and the applicable SOW, the order of precedence shall be as follows, listed in descending order of priority: the SOW; the Addendum; and this MSA.

**2. Ownership.** CoreLogic or its third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all patents, trademarks, copyrights and trade secrets (collectively, "Intellectual Property") derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources. For the avoidance of doubt, CoreLogic does not own or have any right in and to Customer's data and other materials received by Customer from its other suppliers.

## 3. Fees; Taxes.

3.1. **Fees.** Customer shall pay CoreLogic the fees for the Services ("Fees") as set forth in each SOW within 30 days of the date of CoreLogic's invoice via check, electronic check, wire transfer/ACH, credit card ("Card"), or other payment method agreed by the Parties. If Customer elects to pay any Fees using a Card or via any electronic invoicing system or portal ("Invoicing Portal"), it may be subject to additional fees. In the event that Customer reasonably disputes any portion of an invoice and provides written notice and documentation of such dispute, the Parties shall resolve such dispute in good faith, provided that in all cases, Customer shall timely pay the undisputed portion of any disputed invoice. If Customer does not deliver a notice of dispute within such 30 day period, Customer shall be deemed to have agreed to the Fees set forth therein. If full payment is not made in compliance with this Section 3.1 or the applicable SOW, Customer may be assessed a late charge equal to 1½ percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer fails to pay any past due Fees not reasonably in dispute within 30 days of CoreLogic's written notice of such delinquency, CoreLogic, at its sole option, may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related late charges are paid, or terminate the applicable SOW(s). During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due.

3.2. **Taxes.** Fees are exclusive of taxes. Customer shall be responsible for all legally required taxes, duties, or other assessments imposed upon the Services, exclusive of any income taxes imposed upon CoreLogic. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic's invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

**4. Trademarks.** No right or license for either Party to use the trademarks or service marks (collectively, the "Marks") of the other Party is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Neither Party shall use the Marks of the other in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by the other Party. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic. For purposes of clarification, maintaining such Marks or proprietary notices in the Services or other materials provided by CoreLogic shall not be considered by CoreLogic to be a disclosure by Customer of CoreLogic as a data source.

## 5. Compliance with Law; CCPA.

5.1 **Compliance with Law.** CoreLogic's provision of the Services and Customer's use of the Services shall comply with all applicable laws, statutes, ordinances and regulations, including if and to the extent applicable, the Gramm-Leach Bliley Act of 1999 (15 U.S.C. Section 6801 et seq.) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Unless otherwise expressly stated in a SOW, Customer agrees and acknowledges that the Services are not "consumer reports" as defined in the Fair Credit Reporting Act, 15 U.S.C. 1681, et. seq., and Customer shall not use, or permit any End User to use, the Services in whole or in part for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance, employment purposes, or any other purpose enumerated in 15 U.S.C. 1681b.

5.2 **California Consumer Privacy Act (CCPA)** This Section 5.2 applies to the extent that either Party receives personal information of California consumers ("Personal Information") from the other Party for the purpose of providing services for the other Party under a SOW that is not otherwise subject to an exception or exclusion under the CCPA, provided that such SOW does not also permit the Personal Information to be licensed, resold, or redistributed to third parties. The Party providing the services is a "service provider" and the Party receiving the services is a "business" as defined by the CCPA (Cal. Civ. Code §§ 1798.100 et seq.) and the CCPA Regulations (Title 11, Div. 1, Ch 20, §§ 999.300 et seq.). The service provider will comply with the provisions set forth in § 999.314 (Service Providers), or successor provision, of the CCPA Regulations.

## 6. Confidentiality

6.1 **Confidential Information.** Each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature ("Confidential Information"). Such Confidential Information includes, but is not limited to, the terms of this Agreement, the Services and any information relating thereto, information regarding a Party's current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual

relationships, sales and marketing plans, Personal Information, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or trade secret information of the disclosing Party. Confidential Information may be written or verbal. Confidential Information also includes any and all third-party nonpublic information provided to the receiving Party by the disclosing Party.

**6.2. Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Any reproduction of Confidential Information shall remain the property of the disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party. Each Party may disclose Confidential Information of the other Party only to those of its contractors, consultants and advisors (collectively, "Representatives") who have previously agreed to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information. The receiving Party shall be responsible for any use of the disclosing Party's Confidential Information by the receiving Party's Representatives. The receiving Party shall promptly notify the disclosing Party upon confirming any loss or unauthorized disclosure of the disclosing Party's Confidential Information. Within 30 days of the disclosing Party's request, the receiving Party shall destroy the disclosing Party's Confidential Information and certify such destruction in writing signed by an authorized representative of the receiving Party.

**6.3. Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth in Section 6.2 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon in writing by the Parties not to be subject to the restrictions set forth in Section 6.2. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 6.3 from the restrictions on use and disclosure set forth in Section 6.2. For clarification purposes, the foregoing sentence applies only to the Services and does not limit Customer's ability to use information obtained from other sources.

**6.4. Disclosures Required by Law.** The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that, to the extent legally permitted: (i) the receiving Party shall provide the disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the receiving Party allows the disclosing Party to intervene in the action at its own cost.

**7. Information Security.** Each Party shall implement or have an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of consumer information; (ii) protect against

any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; (iv) notify the other Party of a security breach that materially impacts such Party's Confidential Information and (v) ensures disposal of the consumer information in a secure manner. CoreLogic will furnish copies of applicable SSAE 18 or equivalent reports it has in its control for processing Services to Customer upon request. Customer is responsible for all activities that occur within Customer's assigned CoreLogic account(s), excluding CoreLogic's actions within such accounts. Customer shall: (i) prevent unauthorized access to, or use of, the CoreLogic provided applications (if any), and notify CoreLogic promptly of any such unauthorized access or use of which Customer becomes aware; (ii) ensure that a user login is used by only one person (a single login shared by multiple persons is not permitted); and (iii) maintain the security of its users' CoreLogic account names and passwords.

**8. Business Continuity.** CoreLogic shall maintain appropriate contingency plans providing for continued operation in the event of a catastrophic event affecting CoreLogic business operations. CoreLogic will furnish a summary of its business continuity policies and practices to Customer upon request.

**9. Indemnification.**

**9.1. Indemnification by CoreLogic.**

(a) CoreLogic shall indemnify, defend and hold Customer harmless from and against any losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States Intellectual Property right (each, an "Infringement Claim"). CoreLogic's obligations with respect to this Section 9.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving CoreLogic full and exclusive authority to conduct the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

(b) In addition to CoreLogic's indemnification obligations under Section 9.1(a) above, if an Infringement Claim has been made, or in CoreLogic's opinion is likely to be made, CoreLogic may, at its sole option and expense: (i) procure for Customer the right to continue using the Services; (ii) replace the applicable Services with substantially similar services; (iii) modify the Services so that it becomes non-infringing but maintains substantially similar functionality; (iv) instruct Customer to terminate its use of the affected Services and, in such instance, refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Services. If Customer does not accept or comply with CoreLogic's chosen option, CoreLogic shall have no obligation to indemnify Customer for the Infringement Claim to the extent resulting from such refusal or noncompliance.

(c) Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this Agreement; (iii) the alteration or modification of the Services by any person other than CoreLogic; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions.

(d) THIS SECTION 9.1 SETS FORTH CORELOGIC'S ENTIRE LIABILITY AND SOLE INDEMNIFICATION OBLIGATIONS TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY CLAIMS.

**9.2. Indemnification by Customer.** Except for CoreLogic's indemnity obligations set forth in Section 9.1, Customer shall indemnify, defend and hold CoreLogic harmless from and against all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party to the extent it is based on: (i) the use of the Services by the Customer or its Permitted Users (as defined in the applicable Addendum or set forth in the applicable SOW), and/or (ii) Customer's provision of or CoreLogic's use of any data, documentation or other materials provided by Customer under this Agreement. CoreLogic shall control the defense and any settlement of such claim, and Customer shall cooperate with CoreLogic in defending against such claim.

**10. Term; Termination.**

**10.1. Term.** This MSA shall commence on the Effective Date. Provided there are no active SOWs in place, either Party may terminate this MSA without cause upon notice to the other Party. The term of each SOW is as specified in such SOW.

**10.2. Termination for Cause.** A SOW may be terminated by either Party if the other Party breaches any provision of such SOW, including a provision of this Agreement: (i) upon at least 30 days' notice to the breaching Party if such breach is capable of being cured and the breaching Party does not cure such breach within the 30 day period; or (ii) immediately upon notice to the breaching Party for a breach of any license grant, breach of Section 5 (Compliance with Law), or if such breach is not capable of being cured. Additionally, in the event of a breach of any license grant by Customer, CoreLogic may immediately suspend access to or delivery of the Services and/or all obligations of CoreLogic under this Agreement related to such Services shall cease until such breach is remedied. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any Fees due

**10.3. Termination for Insolvency.** Either Party may immediately terminate this MSA upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors. In the event that Customer files bankruptcy, Customer agrees that, upon the written direction by CoreLogic, CoreLogic is a critical vendor under the Bankruptcy Code and will continue to be treated as a critical vendor throughout the bankruptcy case. In the event that the Customer files bankruptcy, Customer agrees that this Agreement is subject to Section 365 of the Bankruptcy Code. In the event that Customer files bankruptcy, Customer consents that the automatic stay is hereby lifted with regard to the amounts owed by Customer to CoreLogic without need for further court order by CoreLogic.

**10.4. Effects of Termination.** Upon expiration or termination of a SOW, all license rights granted by CoreLogic to Customer pursuant to such SOW shall terminate and Customer shall promptly pay CoreLogic in full for all Services accessed, ordered, or delivered. Customer acknowledges that Fees are based on a minimum term. If any SOW is terminated due to Customer's breach, Customer shall, if applicable, promptly pay CoreLogic the full amount of any outstanding Fees for the remainder of the applicable term. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of the applicable SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this Agreement; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination of the SOW shall not be considered an extension or renewal of the applicable SOW, nor obligate CoreLogic to accept any future orders or continue to deliver the Services.

**11. Disclaimer.** CERTAIN SERVICES ARE BASED UPON DATA COLLECTED FROM PUBLIC RECORDS SOURCES. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**12. Limitation of Liability.** EXCEPT FOR CORELOGIC'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THE APPLICABLE SOW ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC, OR ANY PROVIDER OF INFORMATION USED BY CORELOGIC IN PREPARING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**13. Customer Oversight; Regulatory Oversight; Pre-Screening of CoreLogic Personnel.**

**13.1. Customer Oversight** CoreLogic agrees to provide an annual due diligence package which will include: (i) an information security program overview; (ii) a business continuity program overview; and (iii) a SSAE 18 or equivalent SOC report. Customer, upon request, will also be entitled to review via a secure data portal, CoreLogic's policies, standards, and collateral evidence of security controls. In addition, CoreLogic agrees to conduct quarterly client audits (each a "Quarterly Audit") for its clients to verify that CoreLogic understands and is capable of complying with its obligations under this Agreement and applicable law. Customer (subject to a non-disclosure agreement reasonably acceptable to CoreLogic) will be able to participate in the Quarterly Audit once per calendar year, which will include the ability for Customer to perform a limited inspection of CoreLogic's premises under CoreLogic's supervision, provided that Customer shall not have access to files or systems that contain information of other customers. If any Quarterly Audit results in a finding that the Parties agree constitutes CoreLogic's noncompliance with the material terms of this Agreement, CoreLogic shall take reasonable steps to remedy such finding or provide Customer with a detailed report as to why it cannot be remedied.

**13.2. Regulatory Oversight.** If Customer is required to grant audit rights to a regulator having jurisdiction over Customer under applicable law ("Regulator") to verify CoreLogic's performance under the Agreement, Customer shall promptly provide written notice to CoreLogic of such request, and any information provided by CoreLogic shall be treated as CoreLogic's Confidential Information. CoreLogic shall reasonably cooperate with such examination.

**13.3 Pre-Screening of CoreLogic Personnel.** CoreLogic agrees prior to any employee providing Services to Customer pursuant to this Agreement, CoreLogic shall, to the extent permitted by applicable law, have administered the following background screening guidelines: (i)

social security number verification (verifies and analyzes social security numbers to match previous address information and potential alias); (ii) criminal background check (for the past 10 years or to the extent permitted by applicable law); (iii) employment verification; (iv) education verification (highest degree attained); (v) where required by applicable law, employee's enrollment in and participation in the requisite federal work authorization program; (vi) drug screen, (vii) Extended Global Sanctions Search (including an Office of Foreign Asset Control (OFAC) check); (viii) credit history (for certain positions) and (ix) driving record history (for certain positions).

#### 14. GENERAL PROVISIONS.

**14.1. Relationship of Parties.** The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such. Notwithstanding any use of the term "partner" in this Agreement or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

**14.2. Notices.** All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement, and, if the notice relates to a specific SOW, to any additional addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this Agreement shall be deemed given: (i) when delivered by hand; (ii) one day after being sent by commercial overnight courier with written verification of receipt; or (iii) five days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective.

**14.3. Assignment.** Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without CoreLogic's prior written consent, which shall not be unreasonably withheld. A change in control of Customer constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by CoreLogic. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

**14.4. Severability.** If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**14.5. No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

**14.6. Injunction.** Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of CoreLogic's intellectual property rights may result in irreparable harm to CoreLogic, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

**14.7. Force Majeure.** Neither Party shall be liable for any failure or delay in its performance under this Agreement or interruption of service, resulting directly or indirectly, from circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), act of any government, any acts of God, pandemic, civil or military authority, labor disputes, shortages of suitable parts, materials or labor, or any similar cause); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

**14.8. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction located in Orange County, California, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

**14.9. Insurance.** CoreLogic shall carry and maintain at all times during the term of this Agreement, the lines of insurance coverage with minimum policy limits as follows: (i) Workers' Compensation with limits as required by applicable statute; (ii) Employers' Liability with limits of \$1,000,000.00, per accident or disease and policy limit; (iii) Commercial General Liability with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and \$2,000,000 in the aggregate; (iv) Business Automobile Liability with limits of \$1,000,000.00, combined single limit, each accident; and (v) Professional (Errors and Omissions) and Cyber Liability coverage with a minimum combined single limit of \$2,000,000. CoreLogic shall use an insurance provider having an A.M. Best Company rating of A- or better with financial size category of X or higher.

**14.10. No Third Party Beneficiaries.** CoreLogic and Customer agree that this Agreement, including each Addendum and each SOW, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

**14.11. Survival.** The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 3 (Fees; Taxes); 6 (Confidentiality); 9 (Indemnification); 10.4 (Effects of Termination); 11 (Disclaimer); 12 (Limitation of Liability); and 14 (General Provisions).

**14.12. Construction.** Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

**14.13. Counterparts.** This Agreement and each Addendum and SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement. Any signature executed and/or transmitted by electronic means, facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement.

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BLANK.]**



**LICENSING ADDENDUM  
TO  
MASTER SERVICES AGREEMENT**

This Licensing Addendum ("Licensing Addendum") is entered into between CoreLogic Solutions, LLC, together with its subsidiaries and affiliates (collectively, "CoreLogic") and the customer identified below in the signature block to this Licensing Addendum, together with its subsidiaries and affiliates ("Customer") (collectively, the "Parties," or individually, a "Party"). This Licensing Addendum is subject to the 05-01-2022 Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto ("MSA") between CoreLogic and Customer. Capitalized terms used without definition in this Addendum have the meanings ascribed to them in the MSA. This Licensing Addendum is effective as of 05-01-2022

**1. LICENSE.**

- 1.1 License Grant.** Subject to the terms and conditions of this Licensing Addendum and the MSA, CoreLogic grants to Customer and Permitted Users a non-exclusive, non-transferable, limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this Licensing Addendum or the MSA. All rights not expressly granted herein are reserved.
- 1.2 License Restrictions.** Customer and Permitted Users shall not use the Services for any purposes other than the Permitted Applications in the applicable SOW. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications in the applicable SOW, Customer and Permitted Users shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner; (ii) use the Services to create models, analytics, derivative products or other derivative works; (iii) disassemble, decompile or reverse engineer CoreLogic's Confidential Information or any portion of the Services; (iv) allow access to the Services through any servers located outside of Customer's or any Permitted Users' network; (v) use or store the Services outside the United States or Canada; or (vi) use the Services in any way that is defamatory, threatening or harassing.
- 1.3 Destruction Of Services.** Within 30 days of expiration or termination of a SOW, Customer shall, to the extent reasonably practicable, destroy all Services in Customer's possession or control delivered under the terminated SOW(s) and, upon request by CoreLogic, certify in writing signed by an officer of Customer that all Services have been destroyed. If such Services are not destroyed in accordance with the foregoing, Customer shall pay CoreLogic the Fees ordinarily and reasonably charged by CoreLogic for the Services until such time as such Services are destroyed by Customer. Notwithstanding the foregoing, Customer may retain a copy of the Services in an archival database, as required for regulatory compliance or internal record-keeping, and for no other use, commercial or otherwise.

**2. CUSTOMER ACKNOWLEDGEMENT.**

Customer acknowledges and agrees to the following:

- 2.1 Availability of Data.** The availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise that prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. In addition, CoreLogic may discontinue any Services it no longer generally provides to its customers, and upgrade or change the support, delivery and maintenance of any Services.
- 2.2 Limitations of Services.**
- 2.2.1** The Services do not constitute an appraisal of any subject property, and do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. The condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser.
- 2.2.2** Customer shall not construe the Services as a representation by CoreLogic as to the condition of title to real property. The Services may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in the Services.

**2.3 Use of Data.** CoreLogic may use non-personally identifiable information provided by Customer for statistical purposes, product enhancement, marketing analysis and related purposes. For purposes of this Licensing Addendum, “non-personally identifiable information” means aggregated and anonymized data which does not identify a specific person or organization.

**3. PERMITTED USERS.**

Before providing any Services to a Permitted User, Customer shall require the Permitted User to agree in writing that its use of the Services will comply with the Permitted Applications contained in the applicable SOW. Such agreement also shall name CoreLogic as an express third party beneficiary to the agreement. Notwithstanding the foregoing, Customer shall remain fully responsible for any use of the Services by its Permitted Users.

**4. AUDITS.**

Upon 5 days’ prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer’s compliance with the terms and conditions of the Agreement. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Customer’s books and records relating to Customer’s compliance with the terms of the Agreement. CoreLogic shall treat all information reviewed during an audit as confidential.

Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer’s operations, and shall be conducted under Customer’s supervision. If the audit indicates there is a breach in Customer’s compliance with the Agreement, Customer shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. If Customer does not cooperate with CoreLogic’s request to audit for compliance, Customer shall be deemed to be in breach of the Agreement, for which CoreLogic may immediately terminate the Agreement.

**6. SURVIVAL.**

The following sections shall survive the expiration or termination of this Licensing Addendum: 1.2 (License Restrictions), Section 4 (Audits) and Section 5 (Survival).

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties have caused this Licensing Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Licensing Addendum.

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT</b> ("CUSTOMER")	<b>CORELOGIC SOLUTIONS, LLC</b> ("CORELOGIC")
By:  _____	By:  _____
Authorized Signature	Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618
Facsimile:	Facsimile: (949)214-1030



**STATEMENT OF WORK  
FOR RISK ANALYSIS SERVICES**

This Statement of Work ("SOW") is between CoreLogic Solutions, LLC, a California limited liability company ("CoreLogic") and RIO LINDA ELVERTA COMMUNITY WATER DISTRICT ("Customer") (collectively, the "Parties", or individually, a "Party"). This SOW is subject to the Master Services Agreement and the Licensing Addendum of even date herewith, and all subsequent amendments, exhibits, or attachments between the Parties (collectively, the "Agreement"). This SOW is effective as of the date of the last signature below ("SOW Effective Date"). The Parties agree as follows:

- I. **SERVICES, DELIVERY & FEES:** CoreLogic shall provide Customer with the Services listed in the attached Exhibit detailing Services, Delivery and Fee information ("Fee Schedule") via the specified delivery method. If the Fee Schedule indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the Service.
- II. **ADDITIONAL FEE INFORMATION:**
  - A. **Monthly Minimum Fee:** Customer shall pay to CoreLogic monthly minimum fee per month as set forth in the Fee Schedule ("Monthly Minimum Fee"). The Fees accrued each month for the Services apply towards satisfying the Monthly Minimum Fee for such month. Fees accrued in excess of the Monthly Minimum Fee in a given month do not carry-over towards satisfying the Monthly Minimum Fee for any other month.
- III. **PERMITTED APPLICATIONS:** The Services shall be used solely for the applications specified below in accordance with the terms and conditions of this Agreement.
  - A. **Customer's Use:**
    - I. **Internal Use:** Customer shall use the Services solely for Customer's own internal business purposes of risk management. Customer shall not resell, relicense or redistribute the Services in whole or in part.
- IV. **SOW TERM AND RENEWAL:** The term of this SOW is for 3 months, commencing on the SOW Effective Date ("Term"). Thereafter, the term shall not renew, unless mutually agreed upon by the Parties in writing via an amendment to the SOW.
- V. **EXECUTION:** This SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW and all Parties have received a fully executed SOW. The Parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW.

<b>RIO LINDA ELVERTA COMMUNITY WATER DISTRICT ("CUSTOMER")</b>	<b>CORELOGIC SOLUTIONS, LLC ("CORELOGIC")</b>
By:	By:
_____ Authorized Signature	_____ Authorized Signature
Name:	Name: Tom Stapleton
Title:	Title:
Date:	Date:
Address:	Address: 40 Pacifica, Suite 900 Irvine, California 92618

**FEE SCHEDULE EXHIBIT**

**Risk Analysis  
Services, Delivery & Fee Schedule**

CoreLogic shall deliver the Services to Customer via any of the following delivery platforms, as applicable: (i) CoreLogic’s secure, password-protected Internet site: realquest.com (“RealQuest”); or (ii) RealQuest Self-Service Batch; or (iii) Connect2Data XML as further described in the Connect2Data Requirements above (“C2D XML”); or (iii) CoreBatch; or (iv) the following Third Party Platforms: Ellie Mae’s Encompass (“Encompass”); Calyx Point; CounselorDirect; Mortgage Cadence Portal (“Mortgage Cadence”); DRI Default Portal (“DRI”); Dorado’s Channel Master Portal (“Dorado”); RealEC Portal (“RealEC”); and QuestSoft Compliance EAGLE.

<b>RQ Migration Observation Package \$134.75 per month</b>				
<b>Services</b>	<b>Base Fees (per report / record)</b>	<b>Code</b>	<b># of Reports/ Records Included per Month</b>	<b>Overage Price(per report/ record)</b>
Property Detail	\$0.00	IQ2RPQ	0	\$0.00
Comparable Sales - Detailed	\$0.00	IQ2RWQ	0	\$0.00
Street Map Plus	\$0.00	IQ2SMQ, IQ2MSQ, IQ2MVQ	0	\$0.00
Full Transaction History	\$0.00	IQ2TRQ	0	\$0.00
Foreclosure Activity/Detail	\$0.00	IQ2FRQ	0	\$0.00
Parcel Map/Assessor Map	\$0.00	IQ2MSQ, IQ2MPQ	0	\$0.00
Flood Map	\$0.00	IQ2FMQ	0	\$0.00
Neighborhood Information	\$0.00	IQ2NIQ	0	\$0.00
Legal And Vesting	\$0.00	IQ2RLQ	0	\$0.00
Voluntary Lien	\$0.00	IQ2LNQ	0	\$0.00
Voluntary and Involuntary Lien	\$0.00	IQ2TLQ	0	\$0.00
Principal Data	\$0.00	IQ2PDQ	0	\$0.00
Foreclosure Indicator	\$0.00	IQ2FHQ	0	\$0.00
For Sale Indicator	\$0.00	IQ2FSQ	0	\$0.00
Listing And Market Activity Report	\$0.00	IQ2LMQ	0	\$0.00
Custom Search: Standard Property Detail	\$0.00	IQ2REQ	0	\$0.00
Custom Search: Transaction Information	\$0.00	IQ2ETQ	0	\$0.00
Custom Search: Property Characteristics	\$0.00	IQ2ECQ	0	\$0.00
Custom Search: Mortgage Information	\$0.00	IQ2EMQ	0	\$0.00

Custom Search: Expanded Property Characteristics	\$0.00	IQ2EXQ	0	\$0.00
Custom Search: Specialty Fields	\$0.00	IQ2ESQ	0	\$0.00
Document Image	\$0.00	IQ2IAQ, IQ2IBQ, IQ2IFQ, IQ2IHQ, IQ2IMQ, IQ2IRQ, IQ2ISQ, IQ2ITQ	10	\$4.50
Market Portal	\$0.00	IQ2DPQ	10	\$1.50
Property Detail Batch Data	\$0.00	IQ2BPQ	100	\$0.85
Property Detail Batch Full Report	\$0.00	IQ2FPQ	100	\$0.10
Voluntary & Involuntary Lien Batch Data	\$0.00	IQ2BUQ	100	\$11.00
Voluntary & Involuntary Lien Batch Full Report	\$0.00	IQ2FUQ	100	\$2.00
Listing and Market Activity Batch Data	\$0.00	IQ2BLQ	100	\$3.50
Listing and Market Activity Batch Full Report	\$0.00	IQ2FLQ	100	\$1.00
Listing History Batch Data	\$0.00	IQ2BHQ	100	\$2.50
Listing History Batch Full Report	\$0.00	IQ2FHQ	100	\$0.63

**GEOGRAPHIC COVERAGE EXHIBIT**

- RQ Migration Observation Package - Multi-States
  - Package - \$134.75 per month
  - States included:



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

**Date:** May 16, 2022

**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:**

The Executive Committee recommended formation of an ad hoc committee to interview the law firms having responded to the Districts Request for Proposals.

**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 \_\_\_\_\_.

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



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

**Date:** May 16, 2022

**Subject:** District Reports

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

**DISTRICT ACTIVITY REPORTS**

1. Operations Report
2. Completed and Pending Items Report
3. Conservation Report
4. Leak Repair Status Report



# RIO LINDA/ELVERTA C.W.D. 2022

## REPORT OF DISTRICT OPERATIONS

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### SOURCE WATER DATA

#### Water Production (Million Gallons)

January	February	March	April	May	June		
40.7	40.9	53.6	57				<b>Year To Date</b>
40,708,764	40,949,074	53,558,498	57,044,990				
July	August	Sept.	Oct.	Nov.	Dec.		
							<b>192,20</b>

		Monthly Total		
Gallons = Multiply M.G. by:	1,000,000	57,044,990	Gallons	192,201,326
Cubic Feet = Divide gallons by:	7.48	7,626,336	Cubic Feet	25,708,386
Hundred Cu Ft. = Divide cu. ft. by:	100	76,263	Hundred Cubic Feet	257,084
Acre Ft. = Divide gallons by:	325,829	175.08	Acre Ft.	690

### DISTRIBUTION SYSTEM DATA

#### Water Quality Complaints

#### Complaints Total (Low Psi Complaints)

January	February	March	April	May	June		
0	0	1 (1)	1 (1)				<b>Year To Date</b>
July	August	Sept.	Oct.	Nov.	Dec.		
							<b>2</b>

#### New Services

New Construction	1		2
Existing Homes	0		1
Paid prior to increase. (2 not installed)	0		0
Total of Service Connections to Date ----->			<b>4651</b>

#### Distribution System Failures/Repairs

Deterioration April 1 thru 30	6		25
Damaged April 1 thru 30	0		2

#### Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	16		68
Raw Water Bacteriological Samples (at Wells)	1		16

#### April 1, 2022 - April 30, 2022

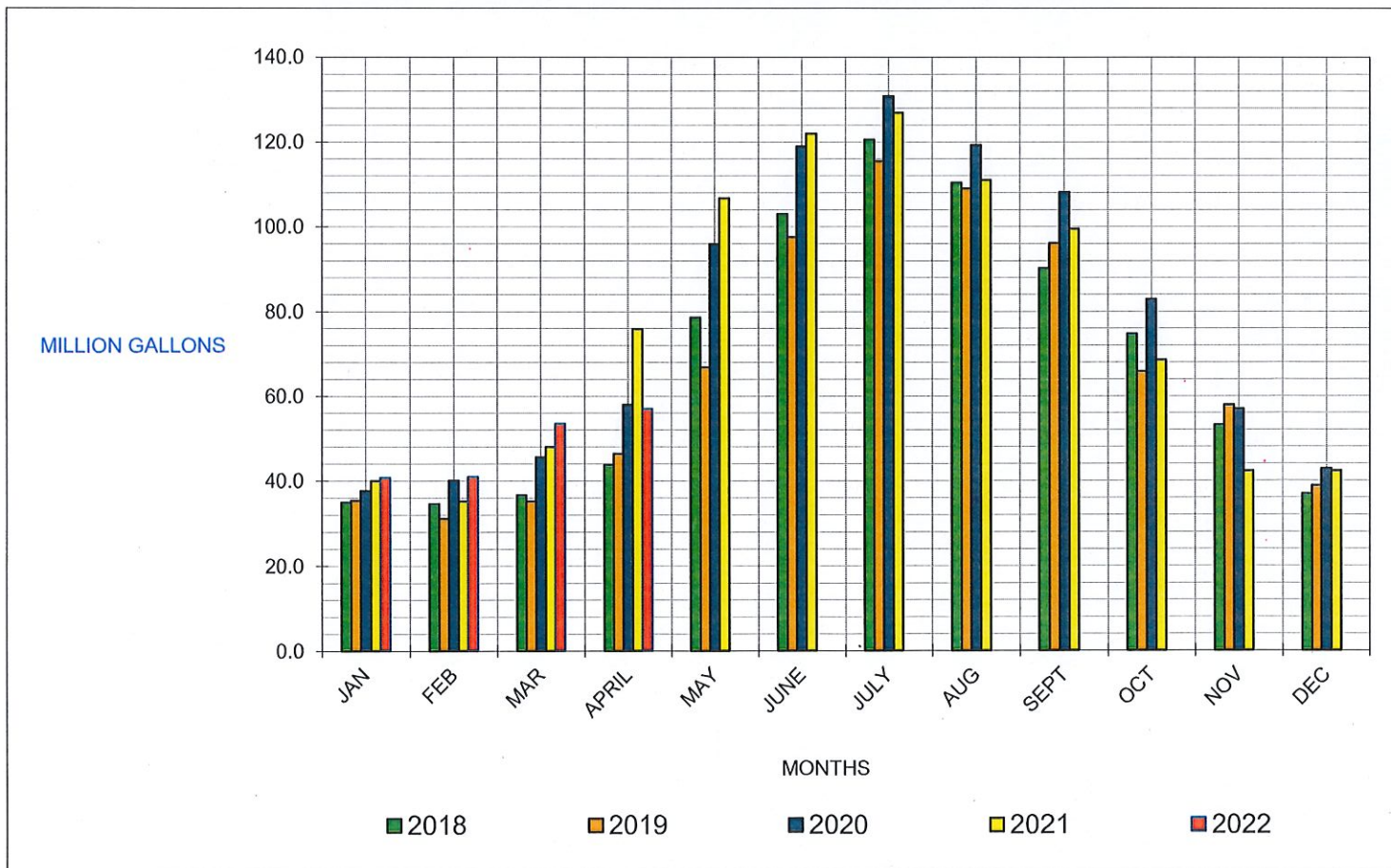
<b>6 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.</b>		
<b>Work Orders Issued - 47</b>	<b>Work Orders Completed - 63</b>	<b>USA's Issued - 70</b>
Repair or Replace Box - 1	Repair or Replace Box - 1	
Change Out Meter - 3	Change Out Meter - 22	
Conservation - 2	Conservation - 2	
General Complaint - 2	General Complaint - 2	
Disconnect Service - 4	Disconnect Service - 4	
Meter Downsize Request - 1	Flow Test - 2	
Flow Test - 2	Install New Service - 1	
Get Current Read - 2	Get Current Read - 2	
Install New Service - 1	Repair/Replace Lid - 2	
Repair/Replace Lid - 1	Line Leak - 2	
Line Leak - 4	Other Work - 1	
Other Work - 1	Possible Leak - 14	
Possible Leak - 11	Repair - 2	
Pressure Complaint - 1	New Service Quote - 1	
Raise Existing Service - 1	Tag Property - 1	
Repair - 2	Turn Off Service - 3	
Tag Property - 1	Turn On Service - 1	
Turn Off Service - 5		
Turn On Service - 2		

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

### WATER PRODUCTION

2018 \ 2022

Water Production in Million Gallons							SSWD Water Purchases				
Month	2018	2019	2020	2021	2022	Avg.	2018	2019	2020	2021	2022
JAN	34.8	35.3	37.6	39.9	40.7	37.7	0.0	0.0	0.0	0.0	0.0
FEB	34.5	31.1	40.0	35.2	40.9	36.3	0.0	0.0	0.0	0.0	0.0
MAR	36.5	35.1	45.5	47.9	53.5	43.7	0.0	0.0	0.0	0.0	0.0
APRIL	43.7	46.3	57.9	75.8	57.0	56.1	0.0	0.0	0.0	0.0	0.0
MAY	78.5	66.8	95.9	106.6		87.0	0.0	0.0	0.0	0.0	0.0
JUNE	102.9	97.5	118.9	121.9		110.3	0.0	0.0	0.0	0.0	0.0
JULY	120.5	115.4	130.7	126.8		123.4	0.0	0.0	0.0	0.0	0.0
AUG	110.3	108.9	119.2	110.9		112.3	0.0	0.0	0.0	0.0	0.0
SEPT	90.1	96.1	108.1	99.4		98.4	0.0	0.0	0.0	0.0	0.0
OCT	74.7	65.8	82.8	68.5		73.0	0.0	0.0	0.0	0.0	0.0
NOV	53.1	57.8	56.9	42.2		52.5	0.0	0.0	0.0	0.0	0.0
DEC	36.8	38.7	42.7	42.2		40.1	0.0	0.0	0.0	0.0	0.0
<b>TOTAL</b>	<b>816.4</b>	<b>794.8</b>	<b>936.2</b>	<b>917.3</b>	<b>192.1</b>	<b>866.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>





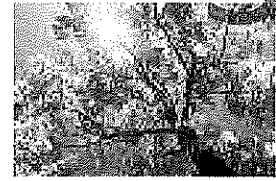
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**PENDING AND COMPLETED ITEMS  
5-16-2022 BOARD OF DIRECTORS MEETING**

1. **SB-606 and AB-1668 planning for compliance** – There is limited data to reflect the influence of the new rate structure on water use efficiency. Since most of the capacity for increasing water use efficiency stems from changes to outdoor irrigation practices, we will apply more focus to consumption during warmer months with longer daylight periods. **Pending**
2. **Hexavalent Chromium MCL economic feasibility** The State Water Resources Control Board (SWRCB) published the draft notice proposing the re-adoption of the MCL at 10-parts per billion. public comment period concluded at the end of April. SWRCB has not yet published the results of the public comment period. **Pending**
3. **District outreach to customers following implementation of a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The Customer Service / Conservation Coordinator and I completed and distributed the notice to all Innov8 pilot test customers. The next step will be to determine how many units we need to satisfy demand. This should also be sequenced to follow additional outreach to our customers.. **Pending**
4. **Direct Assessments for Delinquent Accounts** – As previously discussed and planned, the District needs to implement the practice of directly assessing property owners for unpaid water bills. The current practice is to lien property owners for unpaid water bills. The limitation for debt recovery via liens is that the District only gets paid if the property is sold. Many long-term unpaid accounts have been had a recorded lien for more than 10-years. **Pending**
5. **Filling the Board Member Vacancy** – There is an item on the 5-16-2022 Board agenda, which aims to address both the method of filling the elected position and all of the ancillary assignments. **Pending**
6. **Replacing the 2006 Jeep** – The proceeds for the most recent declaration of surplus assets yielded over \$25,000. Current new car purchases entail considerable mark up and 6-8 months waiting list. I reached out to the Ford fleet dealer who was the source of the District's purchase of a dump truck. He has a 2019 Ford Focus for \$23,175. **Pending**
7. **Preliminary Water Supply / Demand Assessment** – One aspect of the Governor's Executive Order N-7-22 is an acceleration of the due date for Water Supply / Demand Assessments required by the 2018 Water Use Efficiency legislation (SB 606 & AB 1668).



## Conservation Report April 2022



<b>Supplies (kits):</b>	Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(0) Shower Timer(10) Nozzle(0) Toilet Tabs(12) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
<b>Water Waste</b> (calls, emails, letter, leaks detected, and fixed):	1 Water Waste Call(s) 552 contacts about possible leaks using the AMI system - 4 were called, 317 was mailed, 230 was emailed, 1 tag was hung 68 were confirmed resolved
<b>Water Schedule:</b>	given to customers with all violation letters and new applications
<b>Surveys</b>	0
<b>Workshops, Webinar, Meetings:</b>	Water Use Efficiency 1 Webinar
<b>Fines:</b>	None
<b>Other Tasks:</b>	<ul style="list-style-type: none"> <li>● Assisted with new customers</li> <li>● Created/completed work orders</li> <li>● Disconnect properties with no service application</li> <li>● Notified and offered customers the ACH payment method</li> <li>● Closed accounts and final billed customers</li> <li>● Printed stamps</li> <li>● Mailed out application requests to new owners</li> <li>● Scanned and uploaded documents into UMS</li> <li>● Reached out to customers with higher than normal water usage</li> <li>● Verbal Demands</li> <li>● Created Report for High Usage Exceptions</li> <li>● Emailed Customers about declined autopayments</li> </ul>
<b>Grant Updates:</b>	None

## 2022 Leak - Repair Tracking

	Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days
1	22863	Service Line	Beamer Way	12/27/2021	1/11/2022	16
2	23003	Service Line	Elwyn Ave	12/16/2022	1/6/2022	20
3	23052	Service Line	24th Street	1/12/2022	1/13/2022	2
4	None	Main	Elkhorn - W2nd St	1/13/2022	1/13/2022	1Hr
5	23106	Service Line	G Street	1/24/2022	1/25/2022	2
6	23109	Service Line	G Street	1/25/2022	1/25/2022	1
7	23110	Service Line	Front Street	1/26/2022	2/3/2022	8
8	23119	Service Line	Elwyn Ave	2/2/2022	2/2/2022	1
9	23120	Service Line	Lilac Ln	2/2/2022	2/5/2022	3
10	23127	Service Line	Blacktop Rd.	2/7/2022	2/7/2022	1
11	23130	Service Line	I Street	2/8/2022	2/9/2022	2
12	23147	Service Line	8th Street	2/16/2022	2/16/2022	1
13	23148	Service Line	Lilac Ln	2/16/2022	2/16/2022	1
14	23152	Service Line	Fallon Woods Wy	2/23/2022	2/28/2022	5
15	23153	Service Line	West U Street	2/24/2022	2/28/2022	4
16	23154	Service Line	Q Street	2/24/2022	2/24/2022	1
17	23168	Service Line	W. 2nd Street	3/9/2022	3/9/2022	1
18	23223	Service Line	K Street	3/21/2022	3/21/2022	1
19	23240	Service Line	10th Street	3/23/2022	3/29/2022	6
20	23225	Service Line	C Street	3/28/2022	3/29/2022	2
21	23225	Service Line	W. E Street (Damaged)	3/29/2022	3/29/2022	0
22	23167	Service Line	G Street	4/10/2022	4/19/2022	9
23	23178	Service Line	Quadra Ave	3/14/2022	4/6/2022	23
24	23273	Service Line	Rio Linda Blvd	4/8/2022	4/8/2022	0
25	23276	Service Line	K Street	4/12/2022	4/12/2022	0
26	23310	Service Line	W 2nd Street	4/29/2022	4/29/2022	0
27	23303	Service Line	Elkhorn Blvd	4/28/2022	4/28/2022	0
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**Information Items**  
**Agenda Item: 5.2**

**Date:** May 16, 2022

**Subject:** Board Reports

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

**BOARD REPORTS**

1. Report ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Sacramento Groundwater Authority (Harris (primary)
3. Sacramento Groundwater Authority / Sacramento Central Groundwater Authority 3 X 3
4. Executive Committee – Ridilla, Green
5. ACWA/ACWA JPIA

**SACRAMENTO GROUNDWATER AUTHORITY**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
Monday, May 2, 2022; 10:00 a.m.

**AGENDA**

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

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact [cpartridge@rwah2o.org](mailto:cpartridge@rwah2o.org). Requests must be made as early as possible, and at least one full business day before the start of the meeting.

**Meeting Information:**

SGA Special Board Meeting  
Mon, May 2, 2022 10:00 AM - 10:30 AM (PDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/961639013>

**You can also dial in using your phone.**

United States: [+1 \(408\) 650-3123](tel:+14086503123)

**Access Code:** 961-639-013

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.
- 3. CONSENT CALENDAR:** All items listed under the Consent Calendar are considered and acted upon by one motion. Board members may request an item be removed for separate consideration.
  - a. Extend Resolution 2021-02, including requisite findings, to renew authorization to hold meetings of the Board of Directors via teleconference pursuant to Assembly Bill 361 until such time as the State of Emergency resulting from the COVID-19 pandemic no longer impacts the ability of Board members and the public to safely meet in person.
  - b. Approve the amended minutes of the February 10, 2022 Board meeting

**Action: Approve Consent Calendar**

**ADJOURNMENT**

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

May 17, 2022, 9:30 am - Special Board Meeting/Workshop for SGA/SCGA Phase 2 Governance Options - GoTo meeting details to follow

June 9, 2022, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights, the location is subject to change depending on the COVID-19 emergency

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



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

42  
 May 2, 2022 @ 6:00 P.M.

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

The meeting was called to order at 6:00 P.M. The meeting was attended by Director Green, Director Ridilla, General Manager Tim Shaw, and Contract District Engineer Mike Vasquez

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

**Public Comment:** *There were no members of the public in attendance.*

**Items for Discussion:**

1.	Engineers update
<p><i>The Contract District Engineer presented his written report and provided additional detail on the annual pipe replacement project. The Contractor (RawlesEngineering) has corresponded to indicate a global scarcity in ductile iron pipe. Through extensive efforts, the contractor has identified a source for the pipe, but the supply chain issues have increased to price of the pipe by approximately 50% over the price used in the contractor's bid.</i></p> <p><i>The Executive Committee directed staff to work with the contractor to draft a change order to address the sharp increase in material costs. The Committee further directed staff to bring the draft change order to the May 16<sup>th</sup> Board agenda if it is ready. The General Manager emphasized the need for Legal Counsel review.</i></p>	
2.	Discuss options for filling the Board Member vacancy.
<p><i>The General Manager presented his written report and further conveyed his correspondence with Sacramento County Elections Office. In summary, the timing of this Board Member vacancy is such that the Board can consider waiting until the November 2022 election to fill the vacancy. The alternative is to have the Board appoint to fill, but within about one month of the Board appointment, the appointee would need to file paperwork to run in the November 2022 election for a two-year term.</i></p> <p><i>Further discussion on the need for the Board to, for example, confirm Director Green as Chair, then vote for a new Vice Chair or leave Director Green as Vice Chair with a vote to elect a different Chair. Similarly, there is an need to either confirm Director Green as a member of the Executive Committee or vote in a different Director on the Executive Committee.</i></p> <p><i>The Executive directed staff to place all the necessary items on the May 16<sup>th</sup> Board agenda. The Executive Committee intentionally withheld their recommendation for Board action.</i></p>	
3.	Disseminate information on the planned memorial service for Robert Reisig on May 14 <sup>th</sup> and discuss a Resolution of Commendation.
<p><i>The General Manager echoed the details for the Bob Reisig memorial to be held at 11:00 A.M. on May 14<sup>th</sup> at the New Beginnings Fellowship at 7008 10<sup>th</sup> St. Rio Linda.</i></p>	
4.	Discuss alternate place and time for June 6, 2022 Executive Committee meeting (election ballot drop-off precludes using Depot).
<p><i>The General Manager presented his written report. The Executive Committee expressed a preference for maintaining the standing date and time for the June Executive Committee meeting, if possible.</i></p> <p><i>The Executive Committee directed staff and Director Green to reach out to facilities contacts the District has previously used when the Visitors / Depot facility was unavailable.</i></p>	

5.	Discuss the responses to the Request for Proposals (RFP) for General Counsel legal services.
	<i>The General Manager presented his writer report and updated the Committee to convey the District received responses from four law firms. The relatively small number of respondents means the District may proceed directly to interviewing all respondents.</i> <i>The Executive Committee directed staff to place an item on the May 16<sup>th</sup> agenda to approve formation of an ad hoc to interview prospective law firms and to make a recommendation to the full Board for negotiating an engagement for the provision of legal services.</i>
6.	Discuss the process for implementing Resolution 2021-03, Exhibit A, July 2022 Column.
	<i>The General Manager presented his written report and the Executive Committee discussed the relative aspects and established justifications for confirming the July 1, 2022 rate adjustments from Resolution 2021-03, inflation is even larger than the 3% assumed for the July 1, 2022 adjustment. Similarly, the anticipated transition to dual-licensed water system operators is materializing.</i> <i>The Executive Committee forwarded an item onto to May 16<sup>th</sup> Board agenda to enable the Board to consider confirming the July 1, 2022 rate adjustment. The Committee recommends the Board approve the full amount of adjustment.</i>
7.	Discuss a request from a resident for an installment plan for water system connection costs.
	<i>The General Manager presented his written report and the Executive Committee discussed the process, including the need to Legal Counsel review of the agreement between the requesting resident and the District.</i> <i>The Executive Committee directed staff to begin drafting an agreement, which could eventually be submitted to Legal Counsel.</i>
8.	Discuss engagement contract with CoreLogic for parcel ownership and lien data.
	<i>The General Manager presented his written report and further explained the statutory changes that created a niche for private-sector service providers like CoreLogic.</i> <i>The Executive Committee directed staff to submit the CoreLogic contract to Legal Counsel for review, and to further place the item on the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval subject to concurrence from Legal Counsel.</i>
9.	Discuss Expenditures for March 2022.
	<i>The Executive Committee forwarded the March 2022 expenditures onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i>
10.	Discuss Financial Reports for March 2022.
	<i>The Executive Committee forwarded the March 2022 financials onto the May 16<sup>th</sup> Board agenda with the Committee's recommendation for Board approval</i>

**Directors' and General Manager Comments:**

- a) Executive Order N-7-22 mandate for expedited Water Supply / Demand Assessments.

*The Executive Committee discussed this short-notice, unfunded mandate and discussed the potential of receiving support from EKI via a Task Order.*

**Items Requested for Next Month's Committee Agenda**

**Adjournment:** 7:00 P.M.

Next Executive Committee meeting: To be Determined due to unavailability of the Depot on June 6<sup>th</sup>.