

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

July 22, 2024 (6:30 p.m.)

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

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

AGENDA

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

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

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

2. PUBLIC COMMENT

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

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

3.1. Minutes

The Board is being asked to approve the Minutes from the June 24, 2024 Regular Board Meeting.

3.2. Expenditures

The Executive Committee recommends the Board approve the May 2024 Expenditures.

3.3. Financial Reports

The Executive Committee recommends the Board approve the May 2024 Financial Report.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

4.1. GM Report

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

4.2. Public Works Projects Report.

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

4.3. Resolution 2024-02, A Resolution of Censure of Director Mary Garrison-Harris.

4.3.1. The Board will consider adopting Resolution 2024-02, to formally express disapproval of the conduct of Director Mary Garrison-Harris.

- 4.4. **Consider Authorizing a Direct Levy on Specified Delinquent Accounts.**
- 4.5. **Consider Approving a Services Agreement with Streamline for Website Support Services.**
- 4.6. **Consider Simple Proposal from Diamond Communication Entailing One-Time, Lump Sum Payment for use of 258 square feet of District Property.**
- 4.7. **Consider Forming a Memorandum of Understanding (MOU) Renewal Negotiations Ad Hoc Committee.**
- 4.8. **Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065.**

5. INFORMATION ITEMS

5.1. District Activities Reports

- 5.1.1. Operations Reports
- 5.1.2. Completed and Pending Items Report
- 5.1.3. Leak Repair Report
- 5.1.4. Conservation Report
- 5.1.5. Vasquez Engineering Task Orders 2024-01 and 2024-02
- 5.1.6. Excerpt from Sacramento County Elections Candidates Guide
- 5.1.7. Minor Budget Revision #3 for Fiscal Year 2023/2024

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 – Garrison (primary)
- 5.2.3. Executive Committee – Gifford, Cline
- 5.2.4. ACWA/JPIA – Cline

6. Public Comment Prior to Closed Session

7. CLOSED SESSION - The Board of Directors will meet in closed session to discuss the following item:

SIGNIFICANT EXPOSURE TO LITIGATION –: The Board will confer with Legal Counsel pursuant to paragraph (2) of subdivision (d) in Section 54956.9 of the California Government Code

8. RECONVENE IN OPEN SESSION

- 8.1. Announce and reportable actions authorized in closed session.

9. DIRECTORS' AND GENERAL MANAGER COMMENTS

10. ADJOURNMENT –

Upcoming meetings:

Executive Committee Meeting

August 14, 2024, Wednesday, 6:00 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA

Board Meeting

August 26, 2024, Monday, 6:30 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA



**Consent Calendar
Agenda Item: 3.1**

Date: July 22, 2024

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

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

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Garrison _____ Young _____

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

**MINUTES OF THE JUNE 24, 2024
BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

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The Link below provides access the video of this meeting.

<https://vimeo.com/968067701?share=copy>

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

1. CALL TO ORDER, ROLL CALL

The June 24, 2024 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor's/Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting was physically open to the public.

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

2. PUBLIC COMMENT– A public member commented about asking to place an item on tonight's agenda with regards to the Inoperable Meter Rate and presented the information pertaining to her own experience of her inoperable meter replacement.

CONSENT CALENDAR (7:08)

3.1. May 20, 2024 Minutes

3.2 April Expenditures

3.3 April Financials

Comments/Questions – No comments.

(7:12) It was moved by Director Gifford and seconded by Director Green to approve the Consent Calendar. Directors Green, Young, Cline, Garrison, and Gifford voted yes. The motion passed with a roll call vote of 5-0-0.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

4.1 Continued Board Member Disciplinary Hearing (8:00)

Comments/Questions -Director Garrison commented that most of the material presented in the Board packet was hearsay and wanted the Board to authorize an independent unbiased investigation to be done or her due process has not been met.

A public member asked about the letter included in the Board Packet by Director Cline if it was hearsay and having to abstain from voting. Legal Counsel stated that is not true.

(13:23) It was moved by Director Gifford and seconded by Director Green to Censure Director Garrison. Directors Green, Young, and Gifford voted yes. Director Cline voted no. Director Garrison abstained. The motion passed with a roll call vote of 3-1-1.

4.1.1 Recess – The Board took a 10 minute recess.

4.2 GM Report (25:50)

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

Comments/Questions – Director Garrison had general question about the GM report.

The Board took no action on this item.

4.3 Public Works Projects Report (29:59)

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

Comments/Questions – General questions by the Directors.

The Board took no action on this item.

4.4 Consider Authorizing an Extension to Professional Services Agreement with Rawles Engineering for Pipe Replacement Project. (34:56)

Comments/Questions – General discussion by the Board and a public member had questions pertaining to the timeline of the project on costs.

(37:48) It was moved by Director Young and seconded by Director Gifford to authorize an extension to the Professional Service Agreement with Rawles Engineering for the Pipe Replacement Project. Directors Green, Young, Cline, Garrison and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.

4.5 Consider Adopting Preliminary Budget for Fiscal Year 2024/2025. (41:20)

Comments/Questions – No comments.

(42:35) It was moved by Director Young and seconded by Director Gifford to adopt the Preliminary Budget for FY 2024/2025 and schedule the Final Budget Hearing for August 26, 2024. Directors Green, Young, Garrison, Cline and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.

4.5.1 Consider Confirming July 2024 Rates Pursuant to Resolution 2021-03 (43:26)

Comments/Questions – General discussion by the Board and a public member on the increase of 4.39% and it was based on the Rate Study.

(50:23) It was moved by Director Cline and seconded by Director Green to approve to confirm the July 2024 Rates pursuant to Resolution 2021-03. Directors Green, Young, Cline and Gifford voted yes. Director Garrison voted abstained. The motion carried with a roll call vote of 4-0-1.

4.6 Consider Unsolicited Proposal from an Insurance Company for Service Line Repairs. (51:08)

Comments/Questions – Public and Director had general comments about the coverage offered by the company as opposed to Homeowner Ins coverage.

(54:55) It was moved by Director Garrison and seconded by Director Young to Decline the Proposed Insurance for Service Line Repairs. Directors Green, Young, Cline, Garrison and Gifford voted yes. The motion carried with a roll call vote of 5-0-0.

4.7 Consider Withdrawal from Water Forum. (56:50)

Comments/ Questions – The Board and public members had general questions on this item.

(1:09:00) It was moved by Director Garrison and seconded by Director Cline to withdrawal from the Water Forum. Directors Garrison, Green, Cline and Young voted yes. Director Gifford voted no. The motion carried with a roll call vote of 4-1-0.

4.8 Discuss the Process for the Annual Performance Evaluation of the General Manager (1:11:36)

Comments/ Questions – The Board and public members had general questions on this item.

(1:16:10) It was moved by Director Young and seconded by Director Green to select a committee to conduct the GM evaluation. Directors Green, Cline, Gifford and Young voted yes. Director Garrison voted no. The motion carried with a roll call vote of 4-1-0.

4.9 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065 (1:18:01)

Ad Hoc Committee established for GM Evaluation is Director Cline and Director Green.

Comments/Questions – No public or Board comments.

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5. INFORMATION ITEMS

5.1 District Activities Reports (1:18:30)

- 5.1.1 Water Operations Report – Written report provided.
- 5.1.2 Completed and Pending Items Report – Written report provided.
- 5.1.3 Leak Repair Report – Report provided.
- 5.1.4 Conservation Report – Report Provided.
- 5.1.5 Capital Improvement Projects List Funding Adjusted for Inflation
- 5.1.6 Email from SMUD Regarding Lighting Upgrades
- 5.1.7 Grand Jury Report for Florin County Water District

5.2 Board Member Report (1:27:49)

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

6. DIRECTORS' AND GENERAL MANAGER COMMENTS – No comments

7. ADJOURNMENT - The meeting was adjourned at 7:45 pm.

Respectfully submitted,

Timothy R. Shaw, Secretary

Vicky Young, President of the Board



**Consent Calendar
Agenda Item: 3.2**

Date: July 22, 2024

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded the May 2024 Expenditures report to the July 22nd Board agenda.

Current Background and Justification:

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

Conclusion:

I recommend the Board approve the Expenditures for May 2024.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Harris _____ Young _____

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

**Rio Linda Elverta Community Water District
Expenditure Report
May 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	05/02/2024	EFT	QuickBooks Payroll Service	For PP Ending 04/27/24 Pay date 05/02/24	20,548.48
Liability Check	05/02/2024	EFT	CalPERS	For PP Ending 04/27/24 Pay date 05/02/24	3,662.93
Liability Check	05/02/2024	EFT	CalPERS	For PP Ending 04/27/24 Pay date 05/02/24	1,385.12
Liability Check	05/02/2024	EFT	Internal Revenue Service	Employment Taxes	7,799.16
Liability Check	05/02/2024	EFT	Employment Development	Employment Taxes	1,584.66
Liability Check	05/02/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,926.97
Liability Check	05/15/2024	EFT	QuickBooks Payroll Service	For PP Ending 05/11/24 Pay date 05/16/24	20,781.00
Liability Check	05/16/2024	EFT	CalPERS	For PP Ending 05/11/24 Pay date 05/16/24	3,662.93
Liability Check	05/16/2024	EFT	CalPERS	For PP Ending 05/11/24 Pay date 05/16/24	1,385.12
Liability Check	05/16/2024	EFT	Internal Revenue Service	Employment Taxes	7,838.10
Liability Check	05/16/2024	EFT	Employment Development	Employment Taxes	1,596.66
Liability Check	05/16/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,939.77
Bill Pmt -Check	05/16/2024	EFT	Adept Solutions	Monthly Computer Maintenance	1,340.72
Bill Pmt -Check	05/16/2024	EFT	Comcast	Telephone	108.91
Bill Pmt -Check	05/16/2024	EFT	PG&E	Utilities	53.82
Bill Pmt -Check	05/16/2024	EFT	Ramos Oil Inc.	Transportation Fuel	1,521.68
Bill Pmt -Check	05/16/2024	EFT	Republic Services	Utilities	175.46
Bill Pmt -Check	05/16/2024	EFT	Umpqua Bank Credit Card	Computer, Distribution, Maintenance, Office, Postage, Telephone	1,469.94
Bill Pmt -Check	05/16/2024	EFT	Verizon	Field Communication	449.89
Transfer	05/16/2024	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	05/16/2024	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	50,984.00
Check	05/16/2024	2992	Customer	Final Bill Refund	302.87
Bill Pmt -Check	05/16/2024	2993	ABS Direct	Printing & Postage	260.66
Bill Pmt -Check	05/16/2024	2994	ACWA/JPIA Powers Insurance Authority	EAP	24.80
Bill Pmt -Check	05/16/2024	2995	BSK Associates	Lab Fees	448.00
Bill Pmt -Check	05/16/2024	2996	Buckmaster Office Solutions	Printing	53.35
Bill Pmt -Check	05/16/2024	2997	CoreLogic Solutions	Subscription	103.00
Bill Pmt -Check	05/16/2024	2998	Henrici, Mary	Quarterly Retiree Insurance Reimbursement	524.10
Bill Pmt -Check	05/16/2024	2999	ICONIX Waterworks	Distribution Supplies	542.80
Bill Pmt -Check	05/16/2024	3000	Mitch's Certified Classes	Staff Training	800.00
Bill Pmt -Check	05/16/2024	3001	Oreilly Automotive	Transportation Maintenance	350.84
Bill Pmt -Check	05/16/2024	3002	Pacific Shredding	Office Expense	43.68
Bill Pmt -Check	05/16/2024	3003	Rio Linda Hardware & Building Supply	Shop Supplies	301.39
Bill Pmt -Check	05/16/2024	3004	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	05/16/2024	3005	Sierra Chemical Company	Chemical Supplies	1,446.72
Bill Pmt -Check	05/16/2024	3006	SMUD	Utilities	13,572.11
Bill Pmt -Check	05/16/2024	3007	UniFirst Corporation	Uniforms	438.00
Bill Pmt -Check	05/16/2024	3008	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	05/16/2024	3009	Vasquez Engineering	Engineering	5,000.00
Bill Pmt -Check	05/16/2024	3010	Verizon Wireless	Telephone	45.40
Liability Check	05/29/2024	EFT	QuickBooks Payroll Service	For PP Ending 5/25/24 Pay date 5/30/24	20,437.10
EFT	05/24/2024	EFT	WageWorks	FSA Administration Fee	76.25



**Rio Linda Elverta Community Water District
Expenditure Report
May 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	05/30/2024	EFT	CalPERS	For PP Ending 5/25/24 Pay date 5/30/24	3,711.68
Liability Check	05/30/2024	EFT	CalPERS	For PP Ending 5/25/24 Pay date 5/30/24	1,385.12
Liability Check	05/30/2024	EFT	Internal Revenue Service	Employment Taxes	7,800.74
Liability Check	05/30/2024	EFT	Employment Development	Employment Taxes	1,595.17
Liability Check	05/30/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,921.45
Liability Check	05/30/2024	EFT	Kaiser Permanente	Health Insurance	2,474.22
Liability Check	05/30/2024	EFT	Principal	Dental & Vision Insurance	1,779.83
Bill Pmt -Check	05/30/2024	EFT	Ramos Oil Inc.	Transportation Fuel	320.50
Bill Pmt -Check	05/30/2024	EFT	Rio Linda Online	Computer Expense - Annual Website Hosting/Domain Renewal	200.00
Liability Check	05/30/2024	EFT	Western Health	Health Insurance	12,559.18
Check	05/30/2024	3011	Customer	Final Bill Refund	24.96
Check	05/30/2024	3012	Void	Void	0.00
Bill Pmt -Check	05/30/2024	3013	Buckmaster Office Solutions	Printing	50.93
Bill Pmt -Check	05/30/2024	3014	Oreilly Automotive	Transportation Maintenance	62.50
Bill Pmt -Check	05/30/2024	3015	Rio Linda Elverta Recreation & Park District	Meeting Expense	100.00
Bill Pmt -Check	05/30/2024	3016	Sierra Chemical Company	Chemical Supplies	1,446.72
Bill Pmt -Check	05/30/2024	3017	Spok Inc.	Field Communication	15.66
Bill Pmt -Check	05/30/2024	3018	White Brenner	Legal Services	2,252.40
Bill Pmt -Check	05/30/2024	3019	ABS Direct	Printing & Postage	126.26
Total 10020 - Operating Account Budgeted Expenditures					<u>230,122.41</u>

Liability Check	05/02/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	05/15/2024	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	05/16/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	05/16/2024	2953	Teamsters	Union Dues	813.00
Liability Check	05/30/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	05/31/2024	EFT	WageWorks	FSA Expenditures - Employee Funded	630.40
Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs					<u>2,871.83</u>

Rio Linda Elverta Community Water District
Expenditure Report
May 2024

Type	Date	Num	Payee	Memo	Amount
Transfer	05/30/2024	EFT	RLECWD	Capital Improvement Transfer for Funds paid with Operating: Refer to check 2986 4/18/24	3,750.00
10475 - Capital Improvement-Umpqua Bank					<u>3,750.00</u>





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**Consent Calendar
Agenda Item: 3.3**

Date: July 22, 2024

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded the Financial Report onto the July 22nd Board agenda with the Committee’s recommendation for Board approval.

Current Background and Justification:

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

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

Conclusion:

I recommend the Board approve the Financial Reports for May 2024.

Board Action / Motion

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

Rio Linda Elverta Community Water District

Balance Sheet
As of May 31, 2024



ASSETS

Current Assets

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,676,435.58
Total 10000 · Operating Account	<u>1,676,435.58</u>
10475 · Capital Improvement	
10480 · General	878,728.51
10485 · Vehicle Replacement Reserve	27,948.49
Total 10450 · Capital Improvement	<u>906,677.00</u>
Total 100 · Non-Restricted Cash & Cash Equivalents	2,583,112.58

102 · Restricted Assets	
102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	523,478.92
10300 · Surcharge 1 Account	1,091,015.48
10350 · Umpqua Bank - Revenue Bond	23,425.39
10380 · Surcharge 2 Account	462,711.86
Total 102.2 · Restricted for Debt Service	<u>2,100,631.65</u>
102.4 · Restricted Other Purposes	
10385 · Available Funding Cr6 Projects #1	476,672.56
10481 · Available Funding Cr6 Projects #2	505,000.00
10490 · Future Capital Imp Projects	1,237,445.70
10600 · LAIF Account - Capacity Fees	939,073.54
10650 · Operating Reserve Fund	337,487.64
Total 102.4 · Restricted Other Purposes	<u>3,495,679.44</u>
Total 102 · Restricted Assets	<u>5,596,311.09</u>

Accounts Receivable 480.39

Other Current Assets

12000 · Water Utility Receivable	510,372.74
12200 · Accrued Revenue	0.00
12250 · Accrued Interest Receivable	2,997.89
15000 · Inventory Asset	49,574.32
16000 · Prepaid Expense	24,607.33

Total Other Current Assets 587,552.28

Total Current Assets 8,767,456.34

Fixed Assets

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

Total Fixed Assets 15,891,449.26

Other Assets

18500 · ADP CalPERS Receivable	440,000.00
19000 · Deferred Outflows	1,106,047.00
19900 · Suspense Account	-10.86

Total Other Assets 1,546,036.14

TOTAL ASSETS 26,204,941.74

Rio Linda Elverta Community Water District

Balance Sheet

As of May 31, 2024

LIABILITIES & NET POSTION

Liabilities	
Current Liabilities	
Accounts Payable	21,116.39
Credit Cards	0.00
Other Current Liabilities	957,139.86
Total Current Liabilities	<u>978,256.25</u>
Long Term Liabilities	
23000 · OPEB Liability	37,482.00
23500 · Lease Buy-Back	508,777.27
25000 · Surcharge 1 Loan	2,708,943.73
25050 · Surcharge 2 Loan	2,085,040.16
26000 · Water Rev Refunding	1,349,516.00
26500 · ADP CalPERS Loan	410,000.00
27000 · AMI Meter Loan	85,138.71
29000 · Net Pension Liability	824,024.00
29500 · Deferred Inflows-Pension	97,916.00
29600 · Deferred Inflows-OPEB	44,171.00
Total Long Term Liabilities	<u>8,151,008.87</u>
Total Liabilities	9,129,265.12
Net Position	
31500 · Invested in Capital Assets, Net	9,494,326.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted Equity	6,140,305.30
Net Income	735,819.62
Total Net Position	<u>17,075,676.62</u>
TOTAL LIABILITIES & NET POSTION	<u><u>26,204,941.74</u></u>

Rio Linda Elverta Community Water District
 Operating Profit & Loss Budget Performance
 As of May 31, 2024



	<u>Annual Budget</u>	<u>May 24</u>	<u>YTD Jul 23-May 24</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	3,146,600.00	276,096.28	2,640,851.46	83.93%	505,748.54
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.00	37.48	107.09%	-2.48
Surcharg Total 41110 · Investment Revenue	35.00	3.00	37.48	107.09%	-2.48
41120 · Property Tax	118,000.00	53,846.00	127,108.25	107.72%	-9,108.25
Total 41000 · Nonoperating Revenue	118,035.00	53,846.00	127,145.73	107.72%	-9,110.73
Total Income	3,264,635.00	329,942.28	2,767,997.19	84.79%	496,637.81
Gross Income	3,264,635.00	329,942.28	2,767,997.19	84.79%	496,637.81
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	159,037.00	7,252.40	81,130.60	51.01%	77,906.40
60100 · Personnel Services					
60110 · Salaries & Wages	831,113.00	95,708.94	744,648.51	89.60%	86,464.49
60150 · Employee Benefits & Expense	496,718.00	42,111.89	391,723.16	78.86%	104,994.84
Total 60100 · Personnel Services	1,327,831.00	137,820.83	1,136,371.67	85.58%	191,459.33
60200 · Administration	258,944.00	17,514.43	224,670.43	86.76%	34,273.57
64000 · Conservation	500.00	0.00	333.84	66.77%	166.16
65000 · Field Operations	601,900.00	26,016.61	427,165.59	70.97%	174,734.41
Total 60000 · Operating Expenses	2,348,212.00	188,604.27	1,869,672.13	79.62%	478,539.87
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	156,908.00	93,000.00	156,908.00	100.00%	0.00
69110 · Interest	44,087.00	21,565.81	44,086.65	100.00%	0.35
Total 69100 · Revenue Bond	200,995.00	114,565.81	200,994.65	100.00%	0.35
69125 · AMI Meter Loan					
69130 · Principle	139,741.00	0.00	139,726.82	99.99%	14.18
69135 · Interest	3,972.00	0.00	3,961.48	99.74%	10.52
Total 69125 · AMI Meter Loan	143,713.00	0.00	143,688.30	99.98%	24.70
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,628.00	0.00	0.00	0.00%	1,628.00
Total 69100 · PERS ADP Loan	31,628.00	0.00	0.00	0.00%	31,628.00
Total 69010 · Debt Service	376,336.00	114,565.81	344,682.95	91.59%	31,653.05
69400 · Other Non-Operating Expense	2,300.00	0.00	1,430.00	62.17%	870.00
Total 69000 · Non-Operating Expenses	378,636.00	114,565.81	346,112.95	91.41%	32,523.05
Total Expense	2,726,848.00	303,170.08	2,215,785.08	81.26%	511,062.92
Net Ordinary Income	537,787.00	26,772.20	552,212.11		
Net Income	537,787.00	26,772.20	552,212.11		

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2023-24
 As of May 31, 2024

	GENERAL		VEHICLE & LARGE EQUIPMENT REPLACEMENT		FUTURE CAPITAL IMPROVEMENT PROJECTS		HEXAVALENT CHROMIUM MITIGATION	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES								
Fund Transfers								
Operating Fund Transfers In	611,800.00	560,824.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(362,645.00)	-	10,000.00	-	352,645.00	-	-	-
PERS ADP Loan Payment								
Principle					30,000.00	-	-	-
Interest					1,628.00	-	-	-
Investment Revenue	85.00	109.31	-	-	175.00	124.40	-	-
PROJECTS								
A · WATER SUPPLY								
A-1 · Miscellaneous Pump Replacements	40,000.00	-						
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-	-	-
B · WATER DISTRIBUTION								
B-1 · Service Replacements	30,000.00	-	-	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	43,338.44	-	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	-	-	366,000.00	358,947.25	-	-
B-5 · Cathodic Protection Replacement - L Street Tanks	45,000.00	3,750.00						
B-6 · Raising/Lowering Valve Covers	40,000.00							
B-7 · Well 15 Cr6 Treatment-Design	-	-	-	-	-	-	75,000.00	-
Total B · WATER DISTRIBUTION	240,000.00	47,088.44	-	-	366,000.00	358,947.25	75,000.00	-
M · GENERAL PLANT ASSETS								
M-1 · Server Replacement	24,000.00	14,479.15	-	-	-	-	-	-
Total M · GENERAL PLANT ASSETS	24,000.00	14,479.15	-	-	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	304,000.00	61,567.59	-	-	366,000.00	358,947.25	75,000.00	-



10

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

Date: July 22, 2024
Subject: General Manager's Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

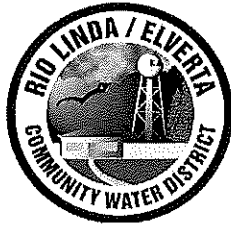
Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



11

Date: July 22, 2024

Subject: General Manager Report

Staff Contact: Timothy R. Shaw, General Manager

For the given month, I participated in the following reoccurring meetings and special events. Migration of data and applications to the new server, final budget preparation, and responding to requests regarding the November general election required additional resources during this reporting period.

1. On July 1st, staff participated in a meeting with Adept Solutions regarding the next steps for the file server migration.
2. On July 4th, the District observed Independence Day.
3. On July 9th, I participated in a meeting with Adept Solutions regarding the file server migration.
4. On July 10th, The Water System Superintendent, the Contract District Engineer and I participated in free training from the Rural Community Assistance Corporation regarding drinking water regulations and mandates. A copy of the training materials was subsequently provided to all RLECWD Board Members.
5. On July 10th (evening), I participated in the monthly Executive Committee meeting.
6. On July 11th, I met with the California Department of Water Resources and Flume Technologies regarding a study required by statutes and a grant which would provide up to 100 free devices to customers for monitoring their water use. The devices and software are similar in function to the Innov8 devices, but the Flume devices use the customers WiFi signal instead of a cellular signal.
7. On July 12th, the Accounting Specialist, Director Cline and Director Gifford participated in an online demonstration by Streamline website services.
8. On July 15th, Sacramento County Elections distributed the Notice of Elections with additional information for interested candidates. Staff posted the Notice and emailed the Notice to all current Board Members. I have received inquiries from persons interested in filing to be on the November ballot.
9. On July 15th, I participated in a meeting with a representative from the City of Sacramento regarding the current path of the Water Forum.
10. On July 16th, I met with a group interested in signing up RLECWD in a demand response program.
11. On July 17th, I met with Waterworth, a utility management consultant.

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

- Several meetings and in-office visits with Adept Solutions for file server migration.
- Questions and referrals regarding the process for filing candidate papers for the November election.
- Reviewing materials associated with proposals for services, e.g. water consumption data, demand response programs and website services.

Inflation lowered to less than 3%. Fuel prices are lower compared to last month. A review of the projected changes to medical insurance show an average increase of approximately 7%.



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

Date: July 22, 2024
Subject: Public Works Projects Report
Contact: Mike Vasquez

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



17 July 2024

DISTRICT ENGINEER'S REPORT

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

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

Subject: **District Engineer's Report for the 22 July 2024 Board of Directors Meeting**

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 20 June 2024 to 17 July 2024:

1. General District Engineering:

- a. **2024 Sacramento County Paving Project:** Construction contractor, United Pavement Maintenance, Inc., notified the District that lowering of water valve frames and covers on Elkhorn Boulevard between 6th Street and Dry Creek Road has been rescheduled to mid August.
- b. **Well 15 Hexavalent Chromium Treatment Project:** Staff performed and delivered a topographic survey of the Well 15 site to the design consultant in June. Staff also provided a geotechnical report. The design consultant is currently preparing a schematic design for the treatment facility that is expected to be delivered to the District for review in late August or early September.
- c. **2024/2025 FY Dry Creek Road Pipeline Replacement Project:** Pursuant to Board direction at the 6/24/2024 Board Meeting, Staff executed Addendum 2 to the existing professional services agreement with construction contractor Rawles Engineering to extend the pipeline project approximately 485 feet to the Dry Creek Road and Q Street intersection. The contractor anticipates beginning work the week of 7/22 and substantially completing work before school starts on 8/20. An encroachment permit extension with Sacramento County has been received.
- d. **Low Water Pressure In Distribution System:** The District experienced low pressure in parts of the distribution system on 7/3/2024 due to a CPU telemetry control issue at the L Street reservoir and pumping plant. District Staff and the District Engineer were onsite and met with telemetry control contractor Tesco to rectify the control issue. A CPU component had failed and was replaced. Pressure was restored within 90 minutes.
- e. **Water Loss Standards & Asset Management Questionnaire:** Staff prepared and delivered the required Asset Management Questionnaire to the State Water Resources Control Board on 6/25/2024, before the 7/1/2024 due date. Data Quality and Pressure Management Questionnaires are also being prepared and will be submitted in July.

Tim Shaw, General Manager, RL/ECWD
District Engineer's Report
17 July 2024
Page 2 of 2

- f. **Pending Litigation Item:** Staff assisted the General Manager and Accounting Specialist with correspondence with outside counsel on a pending litigation item. As this correspondence is related to pending litigation, no further discussion is appropriate in open session due to attorney-client privilege.

Please contact me at 530-682-9597, or email at gmvasquez@vasquez-engineering.com with any questions or require additional information.

Respectfully,

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



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

Date: July 22, 2024

Subject: Resolution 2024-02, Censure of M Garrison

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A.

Current Background and Justification:

Pursuant to the Board adopted policy on Board Member discipline, the Board held a disciplinary hearing over the past several Board meetings. The outcome of the disciplinary hearing was a vote in favor of a Resolution of Censure for Mary Garrison-Harris. Accordingly, the Board directed staff to prepare the Resolution of Censure.

Conclusion:

Sample Motion - Move to adopt Resolution 2024-02

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

RESOLUTION 2024-02

A RESOLUTION OF CENSURE ADOPTED BY THE BOARD OF DIRECTORS OF THE RIO LINDA-ELVERTA COMMUNITY WATER DISTRICT REGARDING THE CONDUCT OF MARY GARRISON-HARRIS

WHEREAS, the Rio Linda-Elverta Community Water District (“District”) is a county water district organized under the California Water Code; and

WHEREAS, Mary Garrison-Harris is a member of the District Board of Directors (“Board”); and

WHEREAS, on April 16, 2007, the Board adopted Resolution No. 2007-02 adding Section 2.01.400 to the District Policy Manual setting forth a procedure to discipline board members for misconduct or failure to meet the standards of conduct set forth in the Policy Manual; and

WHEREAS, beginning at the Board meeting on April 22, 2024, pursuant to District Policy 2.01.400, the Board initiated a Disciplinary hearing. The Disciplinary hearing was continued at the May 20, 2024 Board Meeting and at the June 24, 2024 Board meeting.; and

WHEREAS, a majority of the Board at its June 24, 2024, meeting voted in favor of directing staff to prepare a Resolution of Censure regarding the conduct of Mary Garrison-Harris on March 18, 2024; and

WHEREAS, the Board has determined that this action is necessary and prudent to prevent future conduct of this nature.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DISTRICT DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

The Board finds that Mary Garrison-Harris has engaged in the following unauthorized and unacceptable conduct:

Direct Dealing with a Union represented District Employee and Bypassing the Union

Representative On March 18, 2024, Director Garrison- Harris engaged a union represented District employee on the subjects of wages, hours or working conditions. Mary Garrison-Harris’ written response provided to the Board is compelling confirmation of the inappropriate conduct by Mary Garrison Harris.

The conduct of Mary Garrison-Harris is a violation of District Resolution 2018-09, relevant excerpts of Resolution 2018-09 are:

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda/Elverta Community Water District to adhere to the following:

- Deliberate in closed session and speak with one voice in public during any labor negotiations;
- Give direction with general parameters and let staff provide regular status reports;
- Refrain from making promises to District employees and/or employee representatives;
- Not negotiate with any District employee, District employee organization, or representative thereof, and if contacted by the aforementioned to request that the employee representatives submit their questions, list of issues, or suggestions in writing to the General Manager;
- If a phone contact or other contact occurs, remind the employee representatives that labor issues require the approval of the entire Board, and as such, decisions must be made collectively;
- If any contact occurs with any District employee, District employee organization, or representative thereof pertaining to labor negotiations, refer that individual to the General Manager;
- Refer any issue dealing with finance or operational impacts to the General Manager;
- Adhere to the California Government Code section 54963(A), which provides that a person may not disclose confidential information that has been acquired in closed session to a person not entitled to receive it, unless the Board has authorized disclosure;
- Not to disclose to the media the status of negotiations or outcomes, and agree that any information be provided to the media or employee representatives by the General Manager, the District's Chief Negotiator;
- Not to post on social media the status of negotiations or outcomes;

Page 1 of 2

The conduct of Mary Garrison-Harris is also incompatible with District policy 2.01.085, Items 6 and 7:

2.01.085 Code of Ethics.

The Board of Directors is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. The following rules should be observed in order to assist in the governance of the behavior between and among members of the Board of Directors.

1. Directors shall thoroughly prepare themselves to discuss agenda items. Information may be requested pursuant to Section 2.01.090 or exchanged between Directors before meetings in a manner consistent with the Ralph M. Brown Act.
2. The dignity, style, values and opinions of each Director should be respected.
3. Responsiveness and attentive listening in communication is encouraged.
4. The needs of the District's constituents should be the priority of the Board of Directors.
5. When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and route their questions through appropriate channels and to responsible management personnel.
6. The primary responsibility of the Board of Directors is the formulation and evaluation of policy and strategy to give direction and guidance to District staff. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
7. Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, gossip, backbiting, and other negative forms of interaction.

The Board hereby censures Mary Garrison-Harris for the conduct described herein and expresses the strongest possible disapproval and disavowal thereof.

ADOPTED, SIGNED AND APPROVED this _____ day of _____, 2024

Vicky Young
President of the Board of Directors

ATTEST:

Timothy R. Shaw, Secretary of the Board of Directors



**Items for Discussion and Action
Agenda Item: 4.4**

Date: July 22, 2024

Subject: Adopting Resolution 2024-03, Authorizing a Direct Levy to Collect Specified Debt

Staff Contact: Tim Shaw, General Manager

Recommended Committee Action:

The Executive Committee forwarded this item onto the July 24th Board agenda. Out of an abundance of caution, the Committee withheld its recommendation until this item is introduced at the Board meeting.

Current Background and Justification:

Annual direct levy is one of the means the District has for collecting the cost of providing services. Direct levy places the unpaid balance onto the property tax bill for the property owner with unpaid water bills meeting specified criteria.

The direct levy process entails coordinating with Sacramento County and requires the District to adopt a resolution including specified language and details about the unpaid water bills.

Conclusion:

The Board should adopt Resolution 2024-03, authorizing a direct levy on specified accounts.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline _____ Gifford _____ Green _____ Harris _____ Young _____
(A) Yea (N) Nay (Ab) Abstain (Abs) Absent

RESOLUTION NO. 2024-03

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
ADOPTING A REPORT OF DELINQUENT UTILITY CHARGES
AND AUTHORIZING COLLECTION ON COUNTY TAX ROLL**

WHEREAS, the Rio Linda Elverta Community Water District (“District”) levies and collects water and sewer service charges from District utility customers to pay for the operation, maintenance and related costs of District water and sewer systems and services; and

WHEREAS, District water and sewer service charges are calculated and levied based on the rate schedules adopted by the District Board and they are not levied based on the value of the customer’s real property; and

WHEREAS, District water and sewer service charges have been adopted in compliance with applicable laws, including California Constitution article XIII D, section 6 and California Water Code Sections 31007, 31025 and 31101; and

WHEREAS, some District customers from time to time become delinquent in their payment of water service charges; and

WHEREAS, the General Manager has prepared the attached Written Report for Delinquent Water Service Charges for Fiscal Year 2023/2024 (the “Report”); and

WHEREAS, the District has decided that said delinquent and unpaid charges are to be included in the annual taxes next levied upon the property and shall constitute a lien on the property, pursuant to Water Code Sections 31701(e) and 31701.5; and

WHEREAS, in accordance with Water Code Section 31701.6, the District is required to notify the holder of title to the property whenever delinquent and unpaid charges for water and other services or either which could become a lien on such property pursuant to Water Code Section 31701.5 remain delinquent and unpaid for 60 days, as specified in the Report; and

WHEREAS, the District Board of Directors has conducted a duly noticed public meeting concerning the Report and considered any comments or protests received at the public meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Elverta Community Water District as follows:

1. The Board hereby approves and adopts the Report attached hereto as **Exhibit A**. The Board hereby authorizes and directs that the delinquent utility charges listed in the Report be collected on the County of Sacramento property tax roll. The Board hereby requests the Auditor-Controller of the County of Sacramento to enter the delinquent charge amounts against the respective parcels of land as they appear on the property tax roll and collect the delinquent amounts at the same time and in the same manner as general property taxes, pursuant to Water Code Section 31701.5.
2. The Board hereby directs the General Manager or his or her designee to provide the required notice to customers that delinquent utility charges will be collected on the County of Sacramento property tax roll, to submit all necessary documentation as required by the Auditor-Controller of the County of Sacramento, and to undertake all actions necessary and incidental in accordance with the California Water Code to collect the delinquent utility charges (as specified in **Exhibit A**) on the County of Sacramento property tax roll.

APPROVED AND ADOPTED by the Board of Directors of the Rio Linda / Elverta Community Water District on this 22nd day of July 2024. By the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Vicky Young
President, Board of Directors

Timothy R. Shaw
Secretary of the Board of Directors

EXHIBIT A

WRITTEN REPORT FOR DELINQUENT WATER SERVICE CHARGES FOR FISCAL YEAR 2022-2023

Rio Linda Elverta Community Water District, Sacramento County, California presents herewith its written report on delinquent water service charges to be collected on the County Tax Roll of Sacramento County, California, for the fiscal year 2023-204.

Said charges were imposed and collected pursuant to and at the rates established therefore in ordinances and resolutions which were heretofore duly passed and adopted by the Board of Directors of the District. These charges were levied without regard to property valuation.

This report contains a description of each parcel of real property receiving such services and facilities with respect to which charges are delinquent and the amount of the delinquent charges for each parcel, computed in conformity with the charges prescribed by said ordinances and resolutions.

NOTICES OF THE HEARING on this report has been duly given in the manner provided by law, and after having made such revision, changes, reductions or modifications of any charge or charges deemed necessary or proper, the Board of Directors has made its determination on each charge as now described herein and has finally adopted this report.

The names and addresses of the owners of said properties and the description of said properties as shown on the last equalized assessment roll of the County of Sacramento, State of California, together with the amount of delinquent water charges set opposite each, are as hereafter set forth to with:

Location No.	Account No.	Balance	Parcel #
64450RANDY0ST	1101000	\$633.91	214 0033 009 0000
4410ELKHORNOBLV	2006001	\$1,086.24	214 0063 013 0000
63390RIOOLINDA	2044000	\$598.35	214 0092 031 0000
2170JUBILEE0WAY	3076203	\$1,395.07	214 0300 061 0000
65040BEAMER0WAY	4442000	\$756.28	206 0324 021 0000
3300WILLIS0AVE	6019000	\$288.88	214 0243 004 0000
61210W02ND0ST	6107502	\$497.54	214 0112 009 0000
664006TH0STREET	9157000	\$919.94	206 0251 012 0000
5230JAMIE0CT.	9173001	\$1,229.25	214 0310 006 0000
7430M0ST	11156202	\$497.54	206 0184 016 0000
1250W0U0ST	13011201	\$650.77	202 0121 019 0000
84240FERNANDO	13161000	\$529.00	202 0232 005 0000
4280W0DELANO0ST	13211002	\$502.72	202 0310 036 0000
7302010TH0STREE	19153100	\$994.94	207 0022 009 0000
57300DRY0CREEK	22234000	\$925.13	215 0220 030 0000
15150E0ST	24122004	\$497.55	215 0130 035 0000
15320E0STREET	24154506	\$497.54	215 0140 020 0000
13250C0ST	24180206	\$258.76	215 0140 072 0000
5945022ND0ST	25134003	\$497.54	215 0161 014 0000
22160E0ST	25136001	\$497.54	215 0162 002 0000
6623022ND0ST	25544103	\$497.54	207 0211 023 0000
6452018TH0ST	25622000	\$432.20	207 0250 006 0000
2577B0ELKHORN0B	26473001	\$579.24	208 0041 012 0000



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

Date: July 22, 2024

Subject: Services Agreement with Streamline Website Service

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board approve the Services Agreement with Streamline for website services subject to Legal Counsel review of the Streamline Terms of Service.

Current Background and Justification:

The District currently receives website services from a local service provider. The scope of services from the local service provider is relatively minor and costs a little less than \$1000 per year. The current service provider does not redesign the website nor does he post updates to the website.

Streamline is a website services provider with a broader scope of services including redesigning the website and providing a high level of customer service. Streamline also provides means to comply with the California mandates on public agency website content. Streamline is a California Special Districts proffered provider.

Conclusion:

Sample motion – Move to authorize execution of the Streamline website services agreement subject to Legal Counsel review of the agreement and recommended changes therefrom.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



STREAMLINE

(916) 900-6619

info@getstreamline.com

www.getstreamline.com

3301 C Street #1000, Sacramento, CA 95816

21

Streamline Platform - Subscription Agreement

CUSTOMER: Rio Linda Elverta Community Water District

ORDER DATE: 05 / 23 / 2024

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the [Streamline Terms of Service](#). [W9 is available online](#). Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#).

SUBSCRIPTION ORDER:

Name	Price
Compliance Basics	\$100.00

One-Time Build Costs: **\$1500**
 Invoice Frequency: **Monthly**
 Additional Billing Details: **N/A**

Order #: **17734903215**
 Original Order? **Original**
07/01/2024
 Billing Start Date:

Paying with check?
 Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:
 Billing Address:
 City, State, Zip:

Phone:
 Email:

Streamline:

Name:
 Title:
 Date:
 Signature:

Customer:

Name:
 Title:
 Date:
 Signature:



What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the "box").
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to "upgrade" your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.

Streamline Terms

Related to the use of Streamline software. To learn more about the plans offered by Streamline, including indemnification levels, please see our [Plans page](#).

Streamline™ Terms of Service

[Would you like to be notified when our Terms of Service change? Subscribe to Terms of Services updates >](#)

THE TERMS AND CONDITIONS CONTAINED HEREIN (“AGREEMENT”) APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. (“STREAMLINE”) TO YOU AND THE ORGANIZATION YOU REPRESENT (TOGETHER, “CUSTOMER”). BY ACCESSING OR USING ANY OF STREAMLINE’S SERVICES OR

SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) (“EFFECTIVE DATE”). IN THE EVENT THERE IS A SEPARATELY NEGOTIATED AND EXECUTED MASTER AGREEMENT BETWEEN STREAMLINE AND CUSTOMER WITH RESPECT TO PROCUREMENT OF THE SERVICES OR SOFTWARE, SUCH AGREEMENT SHALL CONTROL AND THIS AGREEMENT WILL NOT APPLY.

1. THE SERVICE

1.1. Provision of the Service. Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below) and any associated materials provided or made available (e.g. online) by Streamline (such as documentation) (collectively, the “Service”) - but only for Customer’s own business purposes. The “Order Process” is Streamline’s online order process (or a schedule, statement of work and/or other ordering document executed by the parties). All activity under the Agreement shall be strictly in accordance with and subject to Streamline’s applicable usage documentation (if any) (“Documentation”).

1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline’s reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer's behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) use the Service for the benefit of any third party, (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to any of any part of the Service, (e) modify or create derivatives of the Service or any other materials provided by Streamline, or (f) remove or obscure any proprietary or other notices contained in the Service or documentation provided by Streamline.

1.4. Customer's Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations ("Third-Party Services"). Customer's use of any Third-Party Services is subject to Customer's separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Notwithstanding anything to the contrary, Streamline is not responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "AS IS". "Feedback" means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. "Customer Data" means all data provided by Customer or its systems or providers to Streamline. As between the parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allow by Customer's privacy policy, and

(iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

2.2. Security. Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data.

2.3. Aggregate and Deidentified Data. Streamline will have an irrevocable, perpetual right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

3. CUSTOMER CONTENT.

3.1. Customer's Own Content. Customer is responsible for all materials, information, photos, and content ("Content") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users.

Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

- Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;
- Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- Virus, trojan horse, worm or other disruptive or harmful software or data; and
- Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer's Content. Streamline may, but has no obligation to, monitor content on the Service. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as set forth on Streamline's website (or as otherwise agreed to by Streamline and Customer in writing). Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with or without notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process (“Subscription Term”). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

6.2. Termination. Streamline may terminate this Agreement and the Subscription Term at any time, with or without notice; provided that, if such termination is in the middle of a Subscription Term and termination is not for Customer’s breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline’s request) its Confidential Information (subject to Section 6.4 below). In the event this Agreement is terminated by Customer for Streamline’s uncured breach as authorized in Section 6.2, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. Except as expressly set forth in the preceding sentence, all fees are non-refundable and non-cancellable.

Customer Data. During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 1.5, 2.3, 5 (with respect to outstanding payment obligations), 6, 7.3, 8, 9 and 7.

7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with

this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 6.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability.

EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), SUCH OUTPUT AND ADVICE IS PROVIDED "AS IS". STREAMLINE IS NOT CUSTOMER'S LEGAL COUNSEL.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

IF STREAMLINE OR THE SERVICES PROVIDE ANY OUTPUT OR ADVICE (SUCH AS ADVICE ON COMPLIANCE WITH LAWS OR REGULATIONS REGARDING WEB ACCESSIBILITY), STREAMLINE HAS NO LIABILITY WITH RESPECT TO CUSTOMER'S USE OR RELIANCE ON SUCH OUTPUT OR ADVICE.

8. INDEMNIFICATION

Indemnification. Subject to Section 8.2 below, Streamline shall indemnify and hold harmless Customer from and against any third party claim: (i) that the website operated by Customer in association with the Service violates the Americans with Disabilities Act (ADA) (or any similar federal, state, or local web accessibility regulations in any jurisdictions within the United States of America) due to a failure of the Service to provide proper regulatory compliance guidance, (ii) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, or (iii) that Streamline violates any laws or regulations. Streamline's indemnity obligations are contingent on Customer providing Streamline with: (i) prompt written notice of such claim (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.

Section 8.1(i) will not apply to any issues with Customer's website that could have been avoided if Customer had followed any advice or best practices provided via the Service. In addition, Section 8.1(i) will only apply to a particular claim to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party.

With respect to Section 8.1(ii), if Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service.

Indemnification Coverage. Streamline's indemnification obligations will be limited to the monetary amounts set forth at www.getstreamline.com/pricing (according to the specific tier purchased by Customer). In the event of a class actions (or similar) lawsuit, the cap will apply to all claims in the aggregate (not on an individual basis).

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the

disclosure. All fees and pricing information will be Streamline's Confidential Information. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all confidential information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law.

10. LOGO USE

Customer agrees that Streamline may use of Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotion use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities (provided that the successor is not a competitor of Streamline). Streamline may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

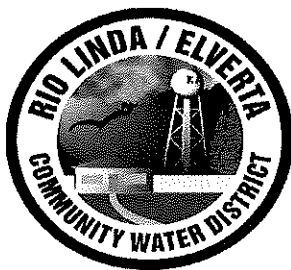
11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

11.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the state in which the Customer is primarily located, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the courts located such state and both parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability).

11.5. Notice. All notices to Customer may be provided by Streamline via email or account notification. Any legal notices to Streamline must be sent to Streamline Software, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816. In addition, legal notices must also be sent to legal@getstreamline.com (but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in preceding sentence).

11.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both parties. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via DocuSign).



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

Date: July 22, 2024

Subject: Simple Proposal from Diamond Communications

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board reject the proposal from Diamond Communications.

Current Background and Justification:

Diamond Communications is the successor to the rights to collect rent from cellular service providers (and similar services). Diamond Communications recently contacted the District with a request to provide Comcast with 258 square feet of ground space near the elevated water storage tank.

Diamond has offered a one-time lump sum payment to the District of \$30,000. Diamond would then collect and keep rent from Comcast for many years to come.

A copy of the outreach from Diamond Communications is included as a document associated with this item

Conclusion:

Sample motion – Move to reject the proposal from Diamond Communications and direct staff to inform Diamond Communications that the District is open to discussing alternative terms.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

From: Tim Shaw <GM@rlecwd.com>
Sent: Friday, June 14, 2024 11:14 AM
To: Kay Hennessy
Subject: RE: CAB92 Rio Linda W0571W Carrier Expansion Request

Kay:

District land near the water tower vs. District water tower does NOT mean that renting the asset from the District ratepayers is excluded, and does not mean that Diamond and the District cannot add a simple addendum to the existing agreement to enable cooperation and cost sharing of required maintenance.

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

From: Kay Hennessy
Sent: Friday, June 14, 2024 9:08 AM
To: Tim Shaw <GM@rlecwd.com>
Subject: RE: CAB92 Rio Linda W0571W Carrier Expansion Request

Tim:

Comcast does not have any relationship to the tower. They are ground only.



Kay Hennessy, Asset Manager – West Territory, HI and AK
Mail and Overnight Packages: 120 Mountain Avenue, Springfield, NJ 07081

From: Tim Shaw <GM@rlecwd.com>
Sent: Wednesday, June 12, 2024 4:45 PM
To: Kay Hennessy >
Subject: RE: CAB92 Rio Linda W0571W Carrier Expansion Request

Kay:

Ultimately, the elected Board of Directors is exclusively responsible for accepting or rejecting such an offer. However, I can tell you that the current Board of Directors has repeatedly expressed that the 2014 Board substantively erred when they agreed to sell the rights to collect rent. I can ask them, but my guess is they would prefer a lease with recurring payments and/or an obligation to perform required maintenance of the water tower.

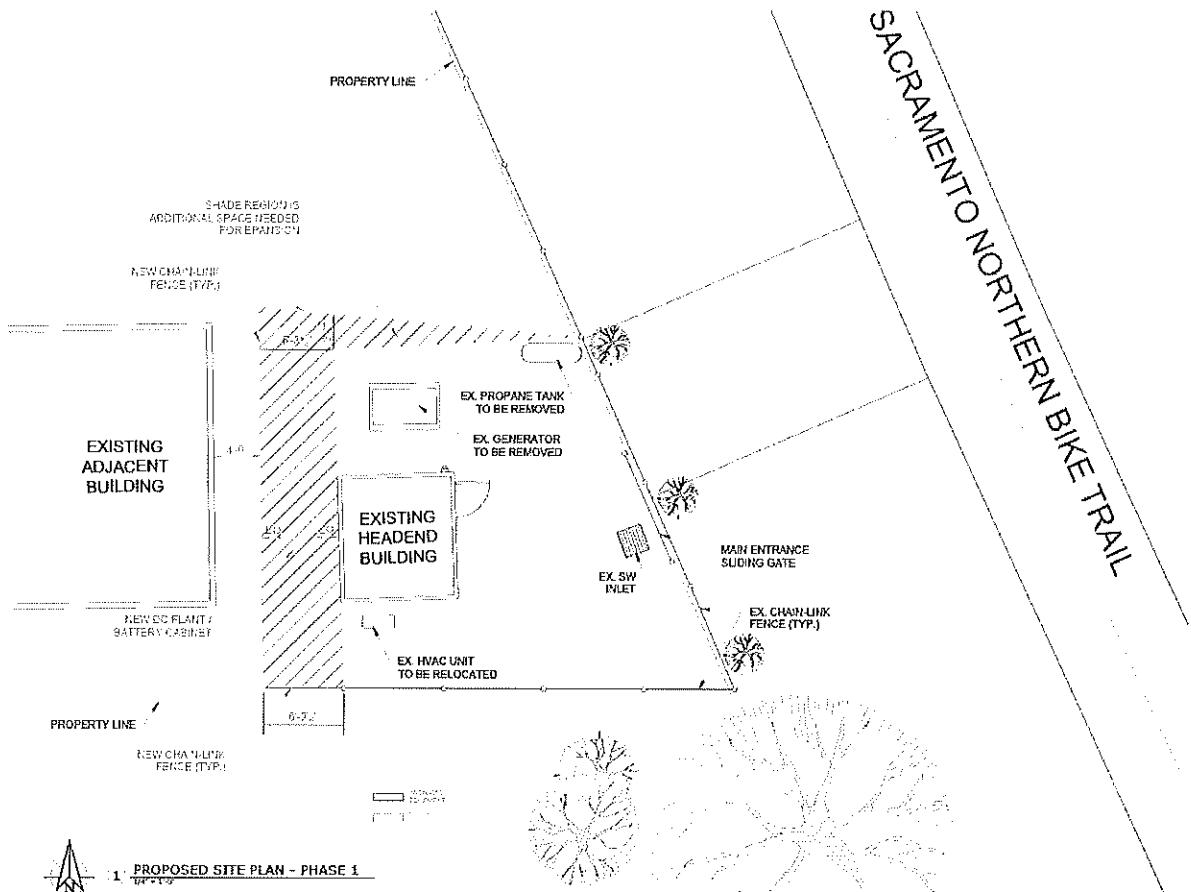
Timothy R. Shaw
General Manager
Rio Linda Elverta Community Water District

(916) 991-8891

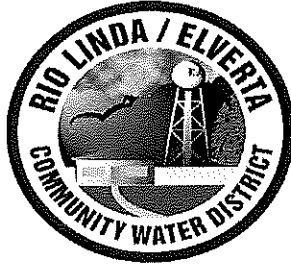
From: Kay Hennessy >
Sent: Wednesday, June 12, 2024 12:48 PM
To: Tim Shaw <GM@rlcwd.com>
Subject: RE: CAB92 Rio Linda W0571W Carrier Expansion Request

Hi Tim:

Diamond is working with Comcast on an expansion of 258 sq. ft. as shown below. We are prepared to offer the Water District a lump sum payment of \$30,000.00 for the use of the additional space. Is this something that would be of interest to the District?



Kay Hennessy, Asset Manager – West Territory, HI and AK
Mail and Overnight Packages: 120 Mountain Avenue, Springfield, NJ 07081



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

Date: July 22, 2024
Subject: Establish an Ad Hoc Committee for MOU Renewal Negotiations
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends the Board establish an ad hoc committee for negotiating the renewal of the Memorandum of Understanding with the RLECWD General Employee Unit.

Current Background and Justification:

The current MOU (and other sources) stipulates that either party (the District or the RLECWD General Employee Unit) may request to begin negotiations within 120 days of the expiration of the current MOU. The Current MOU expires in November. It is reasonable to anticipate that the District will soon receive a request from the General Employee Unit to begin negotiations.

District policy stipulates that Board Member assignments must be approved by the Board at a properly noticed meeting.

Conclusion:

Sample motion – Move to establish an MOU Renewal Negotiations Ad Hoc Committee and assign two Board Members to such committee.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



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

Date: July 22, 2024

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

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

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

Current Background and Justification:

District policy and various statutes stipulate Board approval of any Board Member assignments. Generally, this is a standing item, which occurs on every regular meeting agenda.

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



Information Items Agenda Item: 5.1

Date: July 22, 2024

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

DISTRICT ACTIVITY REPORTS

1. Operations Report
2. Completed and Pending Items Report
3. Leak Repair Report
4. Conservation Report
5. Vasquez Engineering Task Order 2024-01 and 2024-02
6. Excerpt from Sacramento County Elections Candidates Guide
7. Minor Budget Revisions #3 for Fiscal Year 2023/2024

RIO LINDA/ELVERTA C.W.D. 2024

REPORT OF DISTRICT OPERATIONS

SOURCE WATER DATA

Water Production (Million Gallons)

January	February	March	April	May	June	Year To Date
38.9	36.8	40.5	48.7	74.6	97	
38,888,906	36,769,694	40,533,124	48,656,766	74,593,086	96,981,956	
July	August	Sept.	Oct.	Nov.	Dec.	
						336.5

		Monthly Total		
Gallons = Multiply M.G. by:	1,000,000	96,981,956	Gallons	336,423,532
Cubic Feet = Divide gallons by:	7.48	12,965,502	Cubic Feet	44,976,408
Hundred Cu Ft. = Divide cu. ft. by:	100	129,655	Hundred Cubic Feet	449,764
Acre Ft. = Divide gallons by:	325,829	297.65	Acre Ft.	1,033

DISTRIBUTION SYSTEM DATA

Water Quality Complaints

Complaints Total - (Low Psi Complaints)

January	February	March	April	May	June	Year To Date
2 - (2)	1 - (1)	2 - (2)	0	0	0	
July	August	Sept.	Oct.	Nov.	Dec.	
						5

New Services

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

Distribution System Failures/Repairs

Deterioration June 1 thru 30	15		43
Damaged April June 1 thru 30	0		0

Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	16		104
Raw Water Bacteriological Samples (at Wells)	0		13

June 1, 2024 - June 30, 2024

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

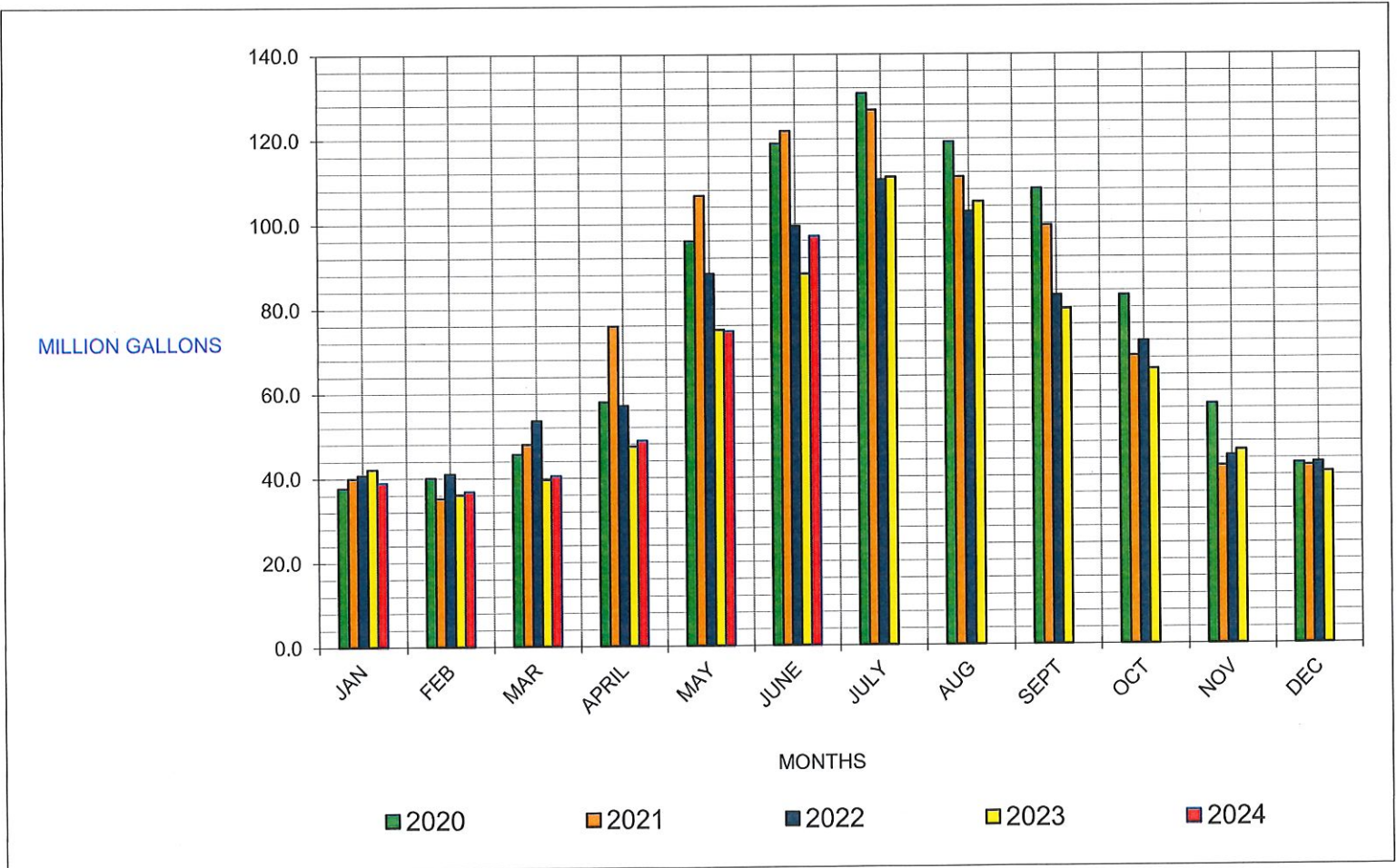
Work Orders Issued - 47	Work Orders Completed - 46	USA's Issued - 175
Backflow Test - 1	Backflow Test - 1	WORK ORDERS ISSUED: All work orders issued during the current 1 month reporting period. (May 2024) WORK ORDERS COMPLETED: All work orders completed during the 1 month reporting period. (May 2024) Includes any work orders issued in prior reporting periods that were completed in the current reporting period.
Change Out Meter - 1	Change Out Meter - 1	
Get Current Read - 2	Get Current Read - 2	
Hydrant Repair - 3	Hydrant Repair - 2	
Install New Service - 1	Install New Innov8 Device - 1	
Line Leak - 4	Install New Service - 1	
Lock Service Off - 2	Line Leak - 3	
Other Work - 3	Lock Service Off - 2	
Possible Leak - 15	Other Work - 2	
Pull Meter - 1	Possible Leak - 17	
Reconnect Service - 1	Pull Meter - 1	
New Service Quote - 3	Repair - 2	
Turn Off Service - 7	New Service Quote - 1	
Turn On Service - 2	Turn Off Service - 7	
Water Waster - 1	Turn On Service - 2	
	Water Waster - 1	

RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

2020 \ 2024

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2020	2021	2022	2023	2024	Avg.	2020	2021	2022	2023	2024
JAN	37.6	39.9	40.7	42.0	38.9	39.8	0.0	0.0	0.0	0.0	0.0
FEB	40.0	35.2	40.9	36.1	36.8	37.8	0.0	0.0	0.0	0.0	0.0
MAR	45.5	47.9	53.5	39.6	40.5	45.4	0.0	0.0	0.0	0.0	0.0
APRIL	57.9	75.8	57.0	47.3	48.7	57.3	0.0	0.0	0.0	0.0	0.0
MAY	95.9	106.6	88.2	74.9	74.6	88.0	0.0	0.0	0.0	0.0	0.0
JUNE	118.9	121.9	99.4	88.1	97.0	105.1	0.0	0.0	0.0	0.0	0.0
JULY	130.7	126.8	110.3	110.9		119.7	0.0	0.0	0.0	0.0	
AUG	119.2	110.9	102.7	105.1		109.5	0.0	0.0	0.0	0.0	
SEPT	108.1	99.4	82.9	79.6		92.5	0.0	0.0	0.0	0.0	
OCT	82.8	68.5	71.9	65.3		72.1	0.0	0.0	0.0	0.0	
NOV	56.9	42.2	44.6	45.9		47.4	0.0	0.0	0.0	0.0	
DEC	42.7	42.2	42.9	40.7		42.1	0.0	0.0	0.0	0.0	
TOTAL	936.2	917.3	835.0	775.5	336.5	866.0	0.0	0.0	0.0	0.0	0.0





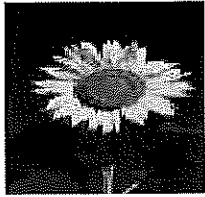
**PENDING AND COMPLETED ITEMS
7-22-2024 BOARD OF DIRECTORS MEETING**

1. **Adoption of Final Budget for Fiscal Year 2024/2025** - pursuant to District policy, a public hearing to consider budget adoption has been scheduled for August 26, 2024. Staff will execute all required notifications and posting. **Pending**
2. **Annual Performance Review of the General Manager** – The Board appointed an ad hoc committee for the annual GM performance review. The ad hoc committee has distributed evaluation forms to each Board Member and requested a self-evaluation from the General Manager. **Pending**
3. **Sampling all wells for hexavalent chromium** – The State Water Resources Control Board adopted the 10-Parts per Billion hexavalent chromium MCL on 4-17-2024. When the Legislative Analyst Office completes their quality control review (anticipated by June), the District will be required to have all wells analyzed for hexavalent chromium. However, we know that several wells will exceed the 10 Parts per Billion limit- **Pending**
4. **Submittal of a Compliance Plan to the State Water Resources Control Board** – When (not if) the wells samples show hexavalent chromium above 10-Parts per Billion, the District will be required to submit a Compliance Plan to the Division of Drinking Water within 90-days, estimated to be due around October / November 2024. -**Pending**
5. **Sampling for PFOAs** – With the design of the Well 15 hexavalent chromium treatment system underway, staff performed an analysis for PFOAs on Well 15 and the results confirm PFOAs are not an issue that would otherwise interfere with hexavalent chromium treatment at Well 15-**Completed**
6. **District outreach to customers following implementation of a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The Customer Service / Conservation Coordinator is back from leave and has resumed her practice of outreach to customers with indications of abnormal water consumption. The Neptune training this reporting period provided additional tools staff can use/modify to improve targeting customers. **Pending**
7. **Mandated Board Member Training** – One Board Member remains overdue for mandatory training, the Board adopted a policy revision to compel compliance. - **Pending**
8. **Cost of Service Reductions to Mitigate Inflation** – Staff continues to seek out inflation mitigation measures. Current projects being explored include a demand response program for shedding electricity loads during high demand events and a lighting upgrade to more efficient LED lighting. **Pending**
9. **Replacing the District's file server** – The new file server has been installed at the District office. Data and applications migration from the old server to the new server has commenced. – **Pending**
10. **Submittal of Water Loss Compliance Questionnaire** – The state has now adopted the Water Loss Standards and established a due date for submittals of 7-1-2024. The Contract District Engineer are submitted the required documents. - **Completed**

2024 Leak - Repair Tracking

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Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days	
1	24280	Service	26th Street	12/13/2023	1/29/2024	47
2	24289	Service	E Street	1/5/2024	1/5/2024	1
3	24294	Service	W E Street	1/9/2024	1/9/2024	1
4	24329	Service	Quadra Ave	1/29/2024	2/6/2024	8
5	24341	Service	I Street	2/9/2024	2/13/2024	4
6	24344	Service	Fallon Woods Way	2/20/2024	2/21/2024	1
7	24345	Main	Mateo Ct	2/20/2024	2/22/2024	2
8	24347	Service	Castle Creek Way	2/20/2024	2/28/2024	8
9	24351	Service	Sun Acer Way	2/22/2024	2/27/2024	5
10	24378	Service	Silver Crest Cir	2/20/2024	2/20/2024	1
11	24359	Service	W U Street	3/5/2024	3/5/2024	1
12	24362	Service	Hayer Cir	3/12/2024	3/13/2024	2
13	24374	Service	26th Street	3/19/2024	3/21/2024	3
14	24375	Service	C Street	3/19/2024	3/21/2024	3
15	24393	Service	Q Street	3/20/2024	3/25/2024	6
16	24407	Service	Alvide Ct	3/26/2024	3/26/2024	1
17	24418	Service	Silver Tree Ct	4/8/2024	4/8/2024	1
18	24423	Service	24th St	4/12/2024	4/30/2024	18
19	24424	Service	E St	4/10/2024	4/10/2024	1
20	24433	Service	9th Ave	4/17/2024	4/22/2024	5
21	24436	Service	W E Street	4/22/2024	4/23/2024	1
22	24438	Service	Rio Lina Blvd	4/1/2024	4/25/2024	25
23	24440	Service	Q Street	4/29/2024	4/30/2024	1
24	24411	Service	5th Street	4/8/2024	5/7/2024	29
25	24446	Service	Evcar Way	5/2/2024	5/3/2024	2
26	24449	Service	I street	5/2/2024	5/2/2024	1
27	24478	Service	Dry Creek Rd	5/21/2024	5/21/2024	1
28	24480	Service	26th Street	5/21/2024	5/21/2024	1
29	24455	Service	Silver Knoll St	5/6/2024	6/6/2024	30
30	24466	Service	Marysville Blvd	5/14/2024	6/4/2024	18
31	24473	Service	Evcar Way	5/20/2024	6/5/2024	16
32	24496	Service	I Street	5/28/2024	6/5/2024	8
33	24504	Service	20th Street	6/3/2024	6/3/2024	1
34	24508	Service	Kenora Street	6/5/2024	6/12/2024	7
35	24512	Service	G Street	6/7/2024	6/7/2024	1
36	24521	Service	Rio Linda Blvd	6/11/2024	6/12/2024	2
37	24522	Service	Rio Linda Blvd	6/11/2024	6/12/2024	2
38	24529	Service	26th Street	6/13/2024	6/18/2024	5
39	24534	Service	E Street	6/18/2024	6/18/2024	1
40	24537	Service	5th Ave	6/21/2024	6/25/2024	4
41	24543	Service	E Street	6/24/2024	6/25/2024	2
42	24547	Service	2nd Street	6/27/2024	6/27/2024	1
43	24556	Service	Montague Way	6/26/2024	6/26/2024	1
44						



Conservation Report

June 2024



Supplies (kits):	Shower heads(2) Kitchen Aerators(1) Bathroom Aerators(0) Shower Timer(0) Nozzle(0) Toilet Tabs(8) Moisture Meters(0) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
Water Waste (calls, emails, letter, leaks detected, and fixed):	1 Water Waste Letter(s) 468 contacts about possible leaks using the AMI system - 1 were called, 0 was mailed, 466 was emailed, 1 tag was hung were confirmed resolved
Water Schedule:	given to customers with all violation letters and new applications
Surveys	0
Workshops, Webinar, Meetings:	
Fines:	None
Other Tasks:	<ul style="list-style-type: none">● Assisted with new customers● Created/completed work orders● Disconnect properties with no service application● Notified and offered customers the ACH payment method● Closed accounts and final billed customers● Mailed out application requests to new owners● Scanned and uploaded documents into UMS● Verbal Demands● Created Report for High Usage Exceptions● Emailed Customers about declined autopayments● Created Newsletter
Grant Updates:	None

TASK ORDER 2024-01

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7. Schedule: Work is anticipated to be completed from June through July 2024

8. Compensation:

Services under this Task Order shall be provided as:

Time and Materials, Not to Exceed (Total Estimated Fee shall not be exceeded without the prior written consent of the District)

Lump Sum (Total Estimated Fee shall be the Lump Sum amount)

The Total Estimated Fee is \$4,500.00 as detailed below:

Task	Total Cost (\$)
Draft 2024 Interim Annual Water Use Report	\$1,800.00
Asset Management Questionnaire	\$450.00
Data Quality Questionnaire and Data Quality Excel Submission	\$1,800.00
Pressure Management Questionnaire	\$450.00
Task Subtotal	\$4,500.00

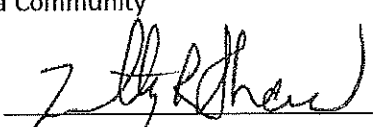
Description	Total Cost (\$)
Mileage and document production	\$0.00
Reimbursable Subtotal	\$0.00

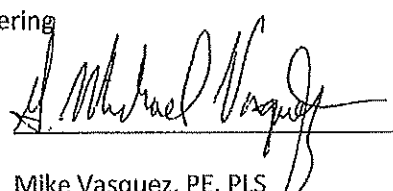
9. Signatures:

IN WITNESS WHEREOF, the parties hereby execute this Task Order upon the terms and conditions stated in the above referenced Agreement.

Rio Linda/Elverta Community
Water District

Vasquez Engineering

Signature: 

Signature: 

Print Name: Timothy R. Shaw

Print Name: Mike Vasquez, PE, PLS

Title: General Manager

Title: Principal

Date: 6-28-2024

Date: 06/26/2024

10. Amplified Instructions and Comments:

This Task Order may be suspended at any time prior to consultant's submittal of deliverables.

TASK ORDER 2024-01

This Task Order is entered into on this 26th day of June 2024, by the Rio Linda/Elverta Community Water District (District) and Vasquez Engineering (Consultant).

1. Subject:	Water Loss Control Documents
2. Reference:	<p>This Task Order, when signed by the District, serves as authorization for the Consultant to provide the services described herein to the District in accordance with the Agreement between the District and Consultant (Agreement) entered into by both parties as approved by the District Board of Directors on 23 October 2023 (effective 1 October 2023) and formally executed on 1 November 2023. The services provided under this Task Order shall be in accordance with the Terms and Conditions set forth in the Agreement.</p>
3. Special Conditions:	None.
4. Project Information:	<p>California Water Code Section 10608.34 required the State Water Board to develop water loss performance standards for urban retail water suppliers. Executive Orders B-37-16 and B-40-17 direct the State Water Board and Department of Water Resources to minimize water waste through system leaks.</p> <p>Water loss performance standards were finalized in April 2024. A Draft 2024 Interim Annual Water Use Report was submitted to the State Water Board by the Consultant on behalf of the District on 30 December 2023. This report was partially completed as the water loss performance standards were not yet developed by the State Water Board. A complete Annual Water Use Report will be submitted to the State Water Board by 31 December 2024 under separate Task Order between the District and Consultant.</p> <p>This Task Order will account for ongoing Water Loss Control submittal documents required by the State Water Board.</p>
5. Sub-Consultants:	None
6. Scope of Services:	<p>The Consultant shall perform the following services:</p> <ul style="list-style-type: none">A. Draft 2024 Interim Annual Water Use ReportB. Asset Management QuestionnaireC. Data Quality Questionnaire and Data Quality Excel SubmissionD. Pressure Management Questionnaire

TASK ORDER 2024-02

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This Task Order is entered into on this 26th day of June 2024, by the Rio Linda/Elverta Community Water District (District) and Vasquez Engineering (Consultant).

1. Subject: Well 15 Topographic Survey
2. Reference: This Task Order, when signed by the District, serves as authorization for the Consultant to provide the services described herein to the District in accordance with the Agreement between the District and Consultant (Agreement) entered into by both parties as approved by the District Board of Directors on 23 October 2023 (effective 1 October 2023) and formally executed on 1 November 2023. The services provided under this Task Order shall be in accordance with the Terms and Conditions set forth in the Agreement.
3. Special Conditions: None.
4. Project Information: At the direction of the District Board of Directors, the District has engaged Provost and Pritchard Consulting Group, Inc. to provide design services for hexavalent chromium treatment at the District's Well 15 Groundwater Pumping Station. During negotiations with Provost and Pritchard, the District agreed to provide a topographic survey of the Well 15 site with existing surface conditions.
5. Sub-Consultants: None
6. Scope of Services: The Consultant shall perform the following services: A. Field Topographic Survey B. Topographic Map
7. Schedule: Work is anticipated to be completed from June through July 2024

TASK ORDER 2024-02

8. Compensation:

Services under this Task Order shall be provided as:

Time and Materials, Not to Exceed (Total Estimated Fee shall not be exceeded without the prior written consent of the District)

Lump Sum (Total Estimated Fee shall be the Lump Sum amount)

The Total Estimated Fee is \$4,500.00 as detailed below:

Task	Total Cost (\$)
Field Topographic Survey	\$2,700.00
Topographic Map	\$1,800.00
Task Subtotal	\$4,500.00
Description	Total Cost (\$)
Mileage and document production	\$0.00
Reimbursable Subtotal	\$0.00

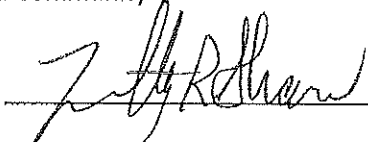
9. Signatures:

IN WITNESS WHEREOF, the parties hereby execute this Task Order upon the terms and conditions stated in the above referenced Agreement.

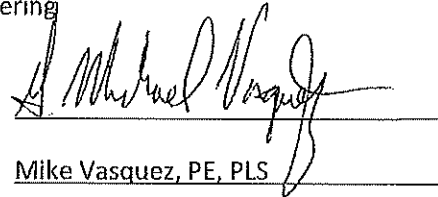
Rio Linda/Elverta Community
Water District

Vasquez Engineering

Signature:



Signature:



Print Name:

Timothy R. Shaw

Print Name:

Mike Vasquez, PE, PLS

Title:

General Manager

Title:

Principal

Date:

6-28-2024

Date:

06/26/2024

10. Amplified Instructions and Comments:

This Task Order may be suspended at any time prior to consultant's submittal of deliverables.

IMPORTANT INFORMATION

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APPOINTMENTS

We strongly recommend that you schedule an appointment to complete the candidate filling process. Schedule a candidate filling appointment by visiting our website at elections.saccounty.gov, by calling our office at (916) 875-6276, or by scanning the QR code below.



CANDIDATE FILING FORMS

Candidate filing forms and the Candidate Filing PowerPoint presentation, which includes instructions on how to complete your candidate filing packet are available for download at: <https://elections.saccounty.gov/CampaignServices/Pages/Election-Documents.aspx>

BALLOT PRINTING SPECIFICATIONS

The names of all candidates printed upon the ballot shall be in type of the same size and character. If there is not sufficient space for a candidate name, the size may be adjusted as close as possible to the size and character of all the other candidate names printed upon the ballot.

For multilingual ballots, if there is not sufficient space to print candidate names in at least 10-point bold type, as required by Section 13211, the size of candidate names shall be uniformly adjusted to a size that is no less than 8-point type. Elections Code § 13202(b)(c) AB1219 Effective January 1, 2024.

EXAMPLE:

<input type="radio"/> JOHN JONES Attorney/Adjunct Professor Abogado/Profesor Adjunto
<input type="radio"/> JAMES ADAMS Administrative Law Judge, California Department of Social Services Juez de Derecho Administrativo, Departamento de Servicios Sociales de California

PREFERRED TRANSLITERATION

At the request of a candidate who has completed the proper form, the elections office will publish a translation or transliteration of a candidate's name in Chinese characters. Candidates with character based names by birth, or who identify with a character-based name, may use that name on the ballot in addition to a phonetic transliteration (English text).

IMPORTANT INFORMATION

CURRENT STATE CONTRIBUTION LIMITS

The contribution limit that will now apply to city and county candidates pursuant to AB 571 is updated biennially for inflation. Contribution limits can be found in Regulation 1845(a)2 and on the FPPC website at <https://www.fppc.ca.gov/learn/campaign-rules/state-contribution-limits.html>

The default limit for contributions to city and county candidates, subject to AB 571 for 2023-2024, is set at \$5,500 per election and does not apply to Board of Supervisors, schools, and special districts.

For more information you may visit the FPPC website at www.fppc.ca.gov or call 1 (866) 275-3772.

DISTRICTS THAT MAY HAVE CHANGED HOW CANDIDATES ARE ELECTED

Due to transitioning some districts have changed to qualified and elected by district/area. Please refer to the Positions Up for Election in this guide or by visiting our website at: elections.saccounty.gov/CampaignServices/Pages/Election-Documents.aspx.

The word "incumbent" or "appointed incumbent" may be used if the candidate is a candidate for the same office which the candidate holds at the time of filing the nomination papers, and was elected to that office by a vote of the people or appointed in lieu of election.

A candidate shall not use the word "incumbent" or "appointed incumbent" if the candidate was elected or appointed to their office at an at-large election and the district has changed to district based election. Elections Code § 13107(2) AB 1762 Effective January 1, 2024

CANDIDATE STATEMENTS - MULTICOUNTY

Candidates running in a multi-county district can submit to each county an electronic copy of the candidate statement form from the candidates' county of residence as long as the candidate transmits hard copies of the candidate statement form, any accompanying form, and payment of the requisite fee to each county by overnight mail within 72 hours of filing the candidate statement electronically. Elections Code § 13307.7 AB773 Effective October 10, 2023

Candidates or Incumbents who have questions regarding which districts they reside in may contact our office at (916) 875-6276, or visit our website at [My Voter Portal](#).

INCOMPATIBILITY OF OFFICES

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The Political Reform Act does not prohibit any office holder from holding multiple public offices or seeking more than one elective office. For example, a deputy district attorney can hold the office of city councilmember, or a water board director may also be elected to a park and recreation district. There are, however, instances of holding more than one office that are considered incompatible.

There is no single statute that defines “incompatible offices”. The common law doctrine of incompatibility of offices, however, prevents an elected official from holding two offices simultaneously if the offices have overlapping and conflicting public duties.

The courts have defined this concept as follows: “One individual may not simultaneously hold two public offices where the functions of the offices concerned are inherently inconsistent, as where there are conflicting interests, or where the nature of the duties of the two offices is such as to render it improper due to considerations of public policy for one person to retain both.”

The State of California Attorney General’s Office has issued many opinions of particular compatibility questions. Here are six examples of incompatible offices:

1. City councilmember and school district board member where the city and the school district have territory in common
2. Fire Chief of a county fire protection district and member, county board of supervisors of the same county;
3. High school district trustee and trustee of an elementary school district which is wholly within the geographic boundaries of the high school district;
4. Water district director and a city councilmember;
5. Water district director and a school district trustee having territory in common; and Deputy sheriff and county board of supervisors.

If you have any questions about whether two public offices which you hold or seek to hold would be considered incompatible, visit the Attorney General’s Website at <https://oag.ca.gov> for further information.

Filing for Two Offices at the Same Election

A candidate for school and college districts must be registered voters in the district (and trustee area, if any) at the time the Declaration of Candidacy is filed. A person may not file for more than one school or college district office at the same election. Elections Code § 10603



COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS CANDIDATE CALENDAR NOVEMBER 5, 2024, PRESIDENTIAL GENERAL ELECTION

(Dates subject to change)

07/15 – 08/09/24 E-113 – E-88	<u>Nomination Period</u> During this period, candidates must file Declaration of Candidacy and nomination papers.	EC §§ 10407 10510
07/31/24 Fixed Date	<u>Campaign Disclosure Statements</u> Last day to file Semi-Annual campaign statement.	GOV § 84200
07/30/24 E-98	<u>Request to Change Ballot Designation</u> Last day any candidate may request change in ballot designation different from the one used in the Primary Election; Must be done in writing.	EC § 13107(h)
08/09/24 E-88	<u>Candidate Withdrawal</u> No candidate who has filed a Declaration of Candidacy for the general election may withdraw as a candidate after 5 p.m. on this date.	EC §§ 10224 10510 10603
08/12/24 E-85	<u>Candidate Statement Withdrawal</u> Last day for a candidate to withdraw their Candidate Statement. This must be done in writing. This deadline does not pertain to any offices that are in extension.	EC § 13307(3)
08/12* – 08/14/24 E-87 – E-83	<u>Nomination Extension Period</u> During this period, if an incumbent fails to file nomination papers by August 9 th for his or her office, there will be a 5-Calendar day extension period during which any qualified person other than the incumbent may file.	EC §§ 10225 10516 10604
08/12* – 08/19/24 E-87 – E-78	<u>Public Examination Period</u> 10-Calendar day review period for Candidate Statements submitted by August 9 th (E-88). This review period does not pertain to any offices that are in extension. During this 10-Calendar day review period, any person may seek a Writ of Mandate or injunction requiring any or all of the material in the candidate statement to be amended or deleted. All Writs of Mandate must be filed no later than the end of the 10-Calendar day public examination period.	EC § 13313
08/15/24 E-82	<u>Randomized Alphabet Drawing</u> Randomized Alphabet Drawing to be held by Secretary of State and Counties to determine the order of candidates on the ballot. This is held at 11:00 a.m.	EC §§ 13111(i) 13112
08/15 – 08/24/24 E-82 – E-73	<u>Public Examination for Extension Period</u> 10-Calendar day review period for Candidate Statements submitted during the extension period. During this 10-Calendar day review period, any person may seek a Writ of Mandate or injunction requiring any or all of the material in the Candidate Statement to be amended or deleted. All Writs of Mandate must be filed no later than the end of the 10-Calendar day public examination period.	EC § 13313

*Start date, End date or Deadline falls on a weekend or holiday. The date listed is the next business day.



COUNTY OF SACRAMENTO VOTER REGISTRATION AND ELECTIONS CANDIDATE CALENDAR NOVEMBER 5, 2024, PRESIDENTIAL GENERAL ELECTION

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(Dates subject to change)

08/29/24 E-68	<u>Last Day to Challenge Ballot Designation</u>	
09/02/24	<u>County Holiday</u> The Registrar of Voters office will be closed.	SCC § 2.78.710
09/09 – 10/22/24 E-57 – E-14	<u>Write-In Period</u> A name written on a ballot will not be counted unless the person has filed during this period a statement of write-in candidacy and sponsor signatures, if applicable, stating that he or she is a write-in candidate for the election.	EC §§ 8600 8601 8606
09/26/24 E-40	<u>Campaign Disclosure Statements</u> Last day to file 1 st Pre-election campaign statement.	GOV § 84200.5
10/07/24 29 th day before election	<u>Process Vote by Mail Ballots</u> Registrar of Voters to begin processing Vote by Mail ballots on the 29 th day before the election	EC § 15101
10/07/24 E-29	<u>Vote by Mail Voting</u> Ballots are mailed to all voters.	EC § 4005(a)(8)(A)
10/07/24 E-29	<u>Ballot Drop Box Locations</u> All ballot drop box locations open this day through Election Day.	EC § 4005(a)(1)(B)
10/14/24	<u>County Holiday</u> The Registrar of Voters office will be closed.	SCC § 2.78.710
09/26 – 10/15/24 E-40 – E-21	<u>County Voter Information Guide Mailings</u> Deadline to mail County Voter Information Guide to every registered voter who is registered at least 29 days before the election, unless the voter has opted to receive the guide electronically via email or by access of the county's internet website.	EC § 13303

*Start date, End date or Deadline falls on a weekend or holiday. The date listed is the next business day.



COUNTY OF SACRAMENTO
VOTER REGISTRATION AND ELECTIONS
CANDIDATE CALENDAR
NOVEMBER 5, 2024, PRESIDENTIAL GENERAL ELECTION
(Dates subject to change)

10/21/24 E-15	<u>Deadline to Register</u> Deadline to Register to vote. In Sacramento County, you can still register to vote or update your registration at our office or Vote Center location in the County through Election Day.	EC §§ 2102 2170 2171
10/24/24 E-12	<u>Campaign Disclosure Statements</u> Last day to file 2 nd Pre-election campaign statement.	GOV § 84200.5
10/26/24 E-10	<u>Vote Centers</u> At least TBD Vote Centers open on this date, County-wide.	EC § 4005(a)(4)(A)
11/02/24 E-03	<u>Vote Centers Increase</u> Vote Center locations increase in number to TBD, open through Election Day.	EC § 4005(a)(3)(A)
11/05/24 E	<u>Election Day</u> All Vote Centers open from 7:00 am - 8:00 pm. All ballots mailed must be postmarked on or before today to count in this election.	EC §§ 1000 4005(a)(3)(A)
11/11/24	<u>County Holiday</u> The Registrar of Voters office will be closed.	SCC § 2.78.710
12/05/24 E+30	<u>Official Canvass</u> Completion of canvass.	EC § 15372
01/31/25 Fixed Date	<u>Campaign Disclosure Statements</u> Last day to file Semi-Annual campaign statement.	GOV § 84200

*Start date, End date or Deadline falls on a weekend or holiday. The date listed is the next business day.

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2023-2024
Minor Budget Revision 3 July 22, 2024

July 22, 2024

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

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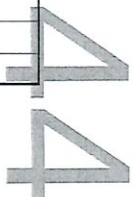
**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2023-2024
Minor Budget Revision 3 July 22, 2024**

July 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
OPERATING EXPENSE						
	60010 PROFESSIONAL FEES					
	60011 General Counsel fees-Legal		\$22,737.00	\$22,737.00	\$0.00	
	60012 Auditor Fees		21,300.00	21,300.00	0.00	
	60013 Engineering Services		115,000.00	115,000.00	0.00	
	60015 Other Professional Fees		0.00	0.00	0.00	
	TOTAL PROFESSIONAL FEES		159,037.00	159,037.00	0.00	
	60100 PERSONNEL SERVICES					
	60110 Salaries & Wages					
	60111 Salary - General Manager		125,278.00	130,200.00	4,922.00	Increased for projected costs
	60112 Staff Regular Wages		676,585.00	686,800.00	10,215.00	Increased for projected costs
	60113 Contract Extra Help		0.00	0.00	0.00	
	60114 Staff Standby Pay		18,250.00	18,250.00	0.00	
	60115 Staff Overtime Pay		11,000.00	11,000.00	0.00	
	Total Salaries & Wages		831,113.00	846,250.00	15,137.00	
	60150 Employee Benefits and Expenses					
	60151 PERS Retirement		126,177.00	126,177.00	0.00	
	60152 Workers Compensation		8,293.00	8,293.00	0.00	
	60153 Medical & Benefit Insurance		227,568.00	212,431.00	(15,137.00)	Decreased to adjust for 60110 & 60112
	60154 Retirees Insurance		36,200.00	36,200.00	0.00	
	60155 Staff Training		4,050.00	3,975.00	(75.00)	Decreased to adjust for 60157 & 60159
	60157 Uniforms		7,500.00	7,550.00	50.00	Increased for projected costs
	60158 Payroll Taxes		66,230.00	66,230.00	0.00	
	60159 Payroll Services		1,600.00	1,625.00	25.00	Increased for projected costs
	60160 457 Employer Contribution		19,100.00	19,100.00	0.00	
	Total Employee Benefits and Expenses		496,718.00	481,581.00	(15,137.00)	
	TOTAL PERSONNEL SERVICES		\$1,327,831.00	\$1,327,831.00	\$0.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2023-2024
Minor Budget Revision 3 July 22, 2024**

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
	60200 ADMINISTRATION					
	60205	Bank and Merchant Fees	\$1,850.00	\$1,850.00	\$0.00	
	60207	Board Member/Meeting Expense	13,900.00	13,900.00	0.00	
	60210	Building Expenses				
	60211	Office Utilities	7,261.00	7,261.00	0.00	
	60212	Janitorial	2,340.00	2,340.00	0.00	
	60213	Maintenance	4,000.00	4,000.00	0.00	
	60214	Security	400.00	400.00	0.00	
		Total Building Expenses	14,001.00	14,001.00	0.00	
	60220	Computer & Equipment Maint.				
	60221	Computer Systems	32,000.00	32,000.00	0.00	
	60222	Office Equipment	875.00	875.00	0.00	
		Total Computer & Equipment Maint.	32,875.00	32,875.00	0.00	
	60230	Office Expense	7,500.00	7,500.00	0.00	
	60240	Postage and Delivery	21,000.00	21,450.00	450.00	Increased for projected costs
	60250	Printing	8,500.00	8,500.00	0.00	
	60255	Meetings & Conferences	100.00	100.00	0.00	
	60260	Publishing	1,500.00	1,050.00	(450.00)	Decreased to adjust for 60260
	60270	Telephone & Internet	4,250.00	4,250.00	0.00	
	60430	Insurance				
	60431	General Liability	31,903.00	31,903.00	0.00	
	60432	Property	14,702.00	14,702.00	0.00	
		Total Insurance	46,605.00	46,605.00	0.00	
	60500	Water Memberships				
	60503	SGA	30,926.00	30,926.00	0.00	
	60504	ACWA	11,697.00	11,697.00	0.00	
	60507	CRWA	1,507.00	1,507.00	0.00	
		Total Water Memberships	44,130.00	44,130.00	0.00	
	60550	Permits & Fees	55,000.00	55,000.00	0.00	
	60555	Subscriptions & Licensing	2,120.00	2,120.00	0.00	
	60560	Elections	0.00	0.00	0.00	
	60565	Uncollectable Accounts	5,113.00	5,113.00	0.00	
	60570	Other Operating Expenditures	500.00	500.00	0.00	
		TOTAL ADMINISTRATION	\$258,944.00	\$258,944.00	\$0.00	



**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2023-2024
Minor Budget Revision 3 July 22, 2024**

July 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
	64000 CONSERVATION					
	64001	Community Outreach	500.00	500.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	
	TOTAL CONSERVATION		500.00	500.00	0.00	
	65000 FIELD OPERATIONS					
	65100 Other Field Operations					
	65110	Backflow Testing	\$3,000.00	\$3,000.00	\$0.00	
	65120	Construction Equipment Maintenance	10,000.00	10,100.00	100.00	Increased for projected costs
	65130	Field Communication	3,400.00	3,400.00	0.00	
	65140	Field IT	35,000.00	35,000.00	0.00	
	65150	Laboratory Services	24,000.00	43,337.00	19,337.00	Increased for projected costs
	65160	Safety Equipment	6,000.00	6,000.00	0.00	
	65170	Shop Supplies	8,000.00	8,000.00	0.00	
		Total Other Field Operations	89,400.00	108,837.00	19,437.00	
	65200	Treatment	35,000.00	35,000.00	0.00	
	65300 Pumping					
	65310	Maintenance	25,000.00	25,000.00	0.00	
	65320	Electricity and Fuel	260,000.00	260,000.00	0.00	
		Total Pumping	285,000.00	285,000.00	0.00	
	65400 Transmission & Distribution					
	65410	Distribution Supplies	50,000.00	50,000.00	0.00	
	65430	Tank Maintenance	6,500.00	6,500.00	0.00	
	65440	Contract Repairs	70,000.00	70,000.00	0.00	
	65450	Valve Replacements	15,000.00	11,900.00	(3,100.00)	Decreased to adjust for 65520
	65460	Paving Repairs	28,000.00	8,563.00	(19,437.00)	Decreased to adjust for 65120 & 65160
		Total Transmission & Distribution	169,500.00	146,963.00	(22,537.00)	
	65500 Transportation					
	65510	Fuel	18,000.00	18,000.00	0.00	
	65520	Maintenance	5,000.00	8,100.00	3,100.00	Increased for projected costs
		Total Transportation	23,000.00	26,100.00	3,100.00	
	TOTAL FIELD OPERATIONS		\$601,900.00	\$601,900.00	\$0.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2023-2024
Minor Budget Revision 3 July 22, 2024**

July 22, 2024

			2023-2024 BUDGET	2023-2024 BUDGET REVISION	DIFFERENCE	EXPLANATION
TOTAL OPERATING EXPENSES			\$2,348,212.00	\$2,348,212.00	\$0.00	
NON OPERATING EXPENSES						
	69010 Debt Service					
	69100	Revenue Bond 2015: Term 11/1/2031				
	69105	Revenue Bond 2015-Principle	156,908.00	156,908.00	0.00	
	69120	Interest	44,087.00	44,087.00	0.00	
		Total Revenue Bond 2015	200,995.00	200,995.00	0.00	
	69125	AMI Meter Loan: Term 7/23/2025				
	69130	Principle	139,741.00	139,741.00	0.00	
	69135	Interest	3,972.00	3,972.00	0.00	
		Total AMI Meter Loan	143,713.00	143,713.00	0.00	
	69200	PERS ADP Loan: Term 6/1/2036				
	69205	Principle	30,000.00	30,000.00	0.00	
	69210	Interest	1,628.00	1,628.00	0.00	
		Total PERS ADP Loan	31,628.00	31,628.00	0.00	
		69400 Other Non Operating Expense	2,300.00	2,300.00	0.00	
TOTAL NON OPERATING EXPENSES			\$378,636.00	\$378,636.00	0.00	
TOTAL EXPENSE			\$2,726,848.00	\$2,726,848.00	\$0.00	
NET REVENUE (Revenue-Expense)			\$537,787.00	\$537,787.00	\$0.00	

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Information Items
Agenda Item: 5.2

Date: July 22, 2024

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

BOARD REPORTS

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

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

July 10, 2024 @ 6:00 P.M.
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Visitors / Depot Center
6730 Front St.
Rio Linda, CA 95673

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

Call to Order: 6:00 P.M.

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

Items for Discussion:

1.	Contract District Engineer's Update.
	<i>The Contract District Engineer presented his written report and expounded upon the next pipe replacement project, the Well 15 Chrome VI treatment design and the RCAC training earlier that day, which covered regulatory requirements. The Executive Committee supports distributing the recording and training slides to all Board Members.</i>
2.	Discuss Training on Collective Bargaining, Direct Dealing/Bypassing, Consequences for Violations.
	<i>The General Manager presented his written report and explained that Director Cline had advocated for training on unfair labor practices, prohibited actions. The General Manager has corresponded with the State Mediation and Conciliation Services (SMCS) office in Sacramento, who provides free training to educate public agency employers on the dos and don'ts of labor relations.</i> <i>The Executive Committee directed staff to place an item on the September 23rd Board agenda and relay such scheduling information to SMCS.</i>
3.	Discuss Streamline Demonstration of Website Services.
	<i>The General Manager presented his written report. An online (Zoom) demonstration of the Streamline website services has been scheduled for 7-12-2024 at 4:00 P.M.</i>
4.	Discuss Response from Water Forum on Notice of Discontinuing Participation.
	<i>The General Manager presented his written report and further reported there has been no response from Water Forum to the notification that the District wishes to discontinue participating in the Water Forum successor agreement negotiations. An email from a water agency member of the Water Forum subsequently conveyed a substantial degree on debate concerning even deeper cuts proposed to the Zone 13 funding for Water Forum.</i>
5.	Discuss the Need for Forming a Negotiations Ad Hoc Committee for MOU Renewal.
	<i>The General Manager presented his written report and explained the terms in the current Memorandum of Understanding (MOU) regarding initiation of renewal negotiations.</i> <i>The Executive Committee forwarded an item onto the July 22nd Board agenda and recommends the Board assign a MOU Renewal Negotiations Ad Hoc Committee.</i>
6.	Annual Direct Levy for Specified Delinquent Accounts.
	<i>The General Manager presented his written report. The Executive Committee discussed the effectiveness of last years direct levy.</i> <i>The Executive Committee forwarded an item onto the July 22nd Board agenda with the Committee's recommendation for Board authorization of this year's direct levy.</i>

7. Discuss the simple proposal from Diamond Communication for Expanding Cellular Facilities.
<p><i>The General Manager presented his written report. Director Cline asked for some clarification on what specifically Diamond Communications was offering in their one-time, lump sum offer and what Diamond would get from the proposed new tenant.</i></p> <p><i>The Executive Committee forwarded an item onto the July 22nd Board agenda. However, the Executive Committee recommends the Board decline Diamond's offer and further recommends the Board convey the District's willingness to discuss alternative terms.</i></p>
8. Discuss Expenditures for May.
<p><i>The Executive Committee forwarded the May Expenditures report onto the July 22nd Board agenda with the Committee's recommendation for Board approval.</i></p>
9. Discuss Financial Reports for May.
<p><i>The Executive Committee forwarded the May Financial report onto the July 22nd Board agenda with the Committee's recommendation for Board approval.</i></p>

Directors' and General Manager Comments:

X – Vasquez Engineer Task Orders 2024-01 and 2024-02.

The General Manager explained that Board Action is not required. These documents are included for transparency.

Items Requested for Next Month's Committee Agenda: None

Adjournment: 6:30 P.M.



Agenda Item: 6

Date: July 22, 2024

Subject: Public Comment for Closed Session

Staff Contact: Timothy R. Shaw, General Manager

6. PUBLIC COMMENT FOR CLOSED SESSION

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



**Closed Session
Agenda Item: 7.1**

Date: July 22, 2024

Subject: Closed Session

Staff Contact: Timothy R. Shaw, General Manager

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

7.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION – The Board will confer with Legal Counsel pursuant to paragraph (2) of subdivision (d) in Section 54956.9 of the California Government Code.



**Reconvene Open Session
Agenda Item: 8**

Date: July 22, 2024

Subject: Report of Action Taken in Closed Session

Staff Contact: Timothy R. Shaw, General Manager

8. Report of Action Taken in Closed Session

8.1 Announce and reportable actions authorized in closed session.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Cline: _____ Garrison: _____ Jason Green _____ Gifford _____ Young _____.

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