

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

**May 20, 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 April 22, 2024 Regular Board Meeting.*

**3.2. Expenditures**

*The Executive Committee recommends the Board approve the March 2024 Expenditures.*

**3.3. Financial Reports**

*The Executive Committee recommends the Board approve the March 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. Consider Authorizing a Professional Services Agreement with Two Brothers Cathodic Protection to Repair the Cathodic Protection System on the Elevated Storage Tank.**

**4.4. Consider Authorizing the Engagement of Sacramento County's subcontractor for lowering / raising water valve boxes associated with County repaving on Elkhorn Blvd.**

- 4.5. **Consider Declaring Annual Doubtful Recovery Debt (continued from 4-22-2024)**
- 4.6. **Board Member Disciplinary Hearing Pursuant to Policy 2.01.400 (continued from 4-22-2024)**
- 4.7. **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

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

**7. ADJOURNMENT –**

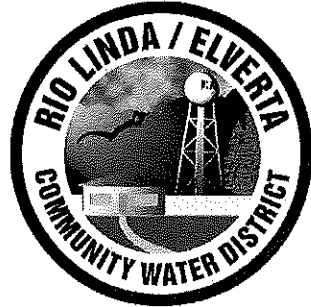
Upcoming meetings:

Executive Committee Meeting

June 12, 2024, Wednesday, 6:00 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA

Board Meeting

June 24, 2024, Monday, 6:30 P.M. Visitors / Depot Center 6730 Front St Rio Linda, CA



**Consent Calendar  
Agenda Item: 3.1**

**Date:** May 20, 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

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**MINUTES OF THE APRIL 22, 2024  
BOARD OF DIRECTORS REGULAR MEETING  
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

**The Link below provides access the video of this meeting.**

<https://vimeo.com/928277813?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 April 22, 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, General Manager Tim Shaw, Mike Vasquez, Vasquez Engineering, and Legal Counsel were present. Director Anthony Cline was absent. Director Green led the pledge of allegiance.

**2. PUBLIC COMMENT**—Public member commented on a work order not being put in by the District for her meter that was not working.

**3. CONSENT CALENDAR (3:27)**

**3.1. March 25, 2024 Minutes**

**3.2 February Expenditures**

**3.3 February Financials**

Comments/Questions –Public member asked about Republic Services on the Expenditures Report. Public member disagreed on just a Board Agenda being provided for the public and not all the supporting documents at the Board meeting. General Counsel countered that the District was in compliance.

Director Garrison questioned line items on the Expenditure Report needed to have more information included.

*(10:30) It was moved by Director Gifford and seconded by Director Green to approve the Consent Calendar. Directors Green, Young, and Gifford voted yes. Director Garrison abstained. The motion passed with a roll call vote of 3-0-1.*

**4. REGULAR CALENDAR  
ITEMS FOR DISCUSSION AND ACTION**

**4.1 GM Report (10:50)**

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

Comments/Questions – Public member commented that she was deposed by attorneys on March 28<sup>th</sup> for the District's ongoing lawsuit Rio Linda Elverta Community Water District v. The 3M Company and that several members of the public will be filing a piggyback suit against the District's for any monies that may be awarded will go the families that have died from cancer. Public member asked about the timeline of the lawsuit. GM Shaw stated the lawsuit was filed in 2016, so it has been ongoing for 8 years.

*The Board took no action on this item.*

**4.2 Public Works Projects Report (15:07)**

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

Comments/Questions – General questions by the Directors and public members on the proposed development of the gas station and convenience store at the northwest corner of West Elkhorn Boulevard and Marysville Boulevard, adjacent to Well 9.

*The Board took no action on this item.*

**4.3 Consider Approving the Professional Service Agreement with Provost and Pritchard for Design of Well #15 Hexavalent Chromium Treatment Facility. (20:40)**

Comments/Questions – General questions and discussion about the timeline of the project.

*(23:52) It was moved by Director Garrison and seconded by Director Green to authorize the PSA with Provost and Pritchard for Design of Well #15 Hexavalent Chromium Treatment Facility. Directors Green, Young, Garrison and Gifford voted yes. The motion carried with a roll call vote of 4-0-0.*

**4.4 Consider Declaring Annual Doubtful Recovery Debt. (24:25)**

Comments/Questions – General questions by a Director about the lien process and to table the item until the information is brought back to the Board.

Comments/Questions – Public member questioned the remaining balances of customers not paying being paid by the ratepayers. Further questions were on the lien process.

*(38:09) It was moved by Director Garrison and seconded by Director Gifford to table the item until the next meeting with more supporting information and/or documents. Directors Green, Young, Garrison and Gifford voted yes. The motion carried with a roll call vote of 4-0-0.*

**4.5 Consider Approving District Policy Revision to Encourage Board Member Compliance with Mandatory Training. (39:05)**

Comments/Questions – General discussion about the penalties for not completing training. Further discussion surrounded the filing of 700 forms. Some members of the Board had trouble logging in. It was suggested to do the training at the District office.

Public members commented on the compensation received by one Board member who has missed several meetings and attended a meeting extremely late.

*(59:15) It was moved by Director Garrison and seconded by Director Gifford to approve the District Policy Revision of 2.01.050. Directors Green, Young, Garrison, and Gifford voted yes. The motion carried with a roll call vote of 4-0-0.*

**4.6 Board Member Disciplinary Hearing Pursuant to Policy 2.01.400. (1:02:08)**

Comments/Questions – General Counsel explained the policy and possible corrective actions the Board could take. President Young suggested tabling the item until Director Cline was present. Director Garrison stated she was ready and wanted to move forward with the Hearing. She further questioned supporting documents provided in the Board packet from the Policy manual as being updated without coming to the Board for approval.

Director Garrison passed a rebuttal letter of the charges she has been accused of to the Board and continued to read it aloud. Public member Garrison's husband read a letter from Michael Cardenas, former General Manager of the District.

Comments/Questions – Public member commented on the District's office hours, employee wages and the GM working hours.

*(1:44:12) It was moved by Director Young and seconded by Director Gifford to table the hearing until next Board Meeting when Director Cline is present. Directors Green, Young, and Gifford voted yes. Director Garrison did not voted. The motion carried with a roll call vote of 3-0-0.*

*The Board took a 10 minute recess.*

**4.7 Authorize any New Board Member Assignments (committees and other) Proposed by the Chair Pursuant to District Policy 2.01.065 (30:43)**

Comments/Questions – No public or Board comments.

**5. INFORMATION ITEMS**

**5.1 District Activities Reports (3)**

- 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.

Comments/Questions – .

**5.2 Board Member Report (0)**

- 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) –Report provided.
- 5.2.3 Executive Committee – Garrison, Cline – Minutes provided.
- 5.2.4 ACWA/JPIA – Cline – Nothing to report.

**6. DIRECTORS’ AND GENERAL MANAGER COMMENTS** – Next month’s Board meeting will be on Monday, May 20<sup>th</sup> due to the holiday.

**7. ADJOURNMENT** - The meeting was adjourned at 8:30 pm.

Respectfully submitted,

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

\_\_\_\_\_  
Vicky Young, President of the Board



**Consent Calendar  
Agenda Item: 3.2**

**Date:** May 20, 2024

**Subject:** Expenditures

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

**Recommended Committee Action:**

The Executive Committee forwarded the March 2024 Expenditures report to the May 20th 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 March 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  
March 2024**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/06/2024	EFT	QuickBooks Payroll Service	For PP Ending 03/02/24 Pay date 03/07/24	21,664.04
Liability Check	03/07/2024	EFT	CalPERS	For PP Ending 03/02/24 Pay date 03/07/24	3,650.10
Liability Check	03/07/2024	EFT	CalPERS	For PP Ending 03/02/24 Pay date 03/07/24	1,385.12
Liability Check	03/07/2024	EFT	Internal Revenue Service	Employment Taxes	8,000.40
Liability Check	03/07/2024	EFT	Employment Development	Employment Taxes	1,584.19
Liability Check	03/07/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,185.27
Bill Pmt -Check	03/07/2024	EFT	Adept Solutions	Computer	1,340.72
Bill Pmt -Check	03/07/2024	EFT	Comcast	Telephone	109.16
Bill Pmt -Check	03/07/2024	EFT	Ramos Oil Inc.	Transportation Fuel	479.52
Bill Pmt -Check	03/07/2024	EFT	Republic Services	Utilities	175.96
Transfer	03/07/2024	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	03/07/2024	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	50,984.00
Bill Pmt -Check	03/07/2024	2927	ABS Direct	Printing & Postage	283.86
Bill Pmt -Check	03/07/2024	2928	ACWA/JPIA Powers Insurance Authority	EAP	24.80
Bill Pmt -Check	03/07/2024	2929	BSK Associates	Lab Fees	448.00
Bill Pmt -Check	03/07/2024	2901	Buckmaster Office Solutions	Printing	51.95
Bill Pmt -Check	03/07/2024	2931	VOID	VOID	0.00
Bill Pmt -Check	03/07/2024	2932	Oreilly Automotive	Transportation Maintenance	52.62
Bill Pmt -Check	03/07/2024	2933	Pacific Premier Bank	Surcharge 2 Loan Payment	156,162.66
Bill Pmt -Check	03/07/2024	2934	Rio Linda Hardware & Building Supply	Shop Supplies	218.49
Bill Pmt -Check	03/07/2024	2935	Sierra Chemical Company	Treatment Supplies	1,386.00
Bill Pmt -Check	03/07/2024	2936	SMUD	Utilities	13,313.86
Bill Pmt -Check	03/07/2024	2937	Tak Communications CA	Contract Repairs	15,772.92
Bill Pmt -Check	03/07/2024	2938	UniFirst Corporation	Uniforms	550.89
Bill Pmt -Check	03/07/2024	2939	Vanguard Cleaning	Janitorial	195.00
Bill Pmt -Check	03/07/2024	2940	Vasquez Engineering	Engineering	5,000.00
Bill Pmt -Check	03/07/2024	2941	Verizon Wireless	Telephone	45.38
Bill Pmt -Check	03/07/2024	2942	WellTec., Inc.	Pumping Maintenance	8,431.38
Bill Pmt -Check	03/07/2024	2943	CoreLogic Solutions	Subscription	103.00
Liability Check	03/20/2024	EFT	QuickBooks Payroll Service	For PP Ending 3/16/24 Pay date 3/21/24	19,892.25
EFT	03/25/2024	EFT	WageWorks	FSA Administration Fee	76.25
Liability Check	03/21/2024	EFT	CalPERS	For PP Ending 3/16/24 Pay date 3/21/24	3,650.10
Liability Check	03/21/2024	EFT	CalPERS	For PP Ending 3/16/24 Pay date 3/21/24	1,385.12
Liability Check	03/21/2024	EFT	Internal Revenue Service	Employment Taxes	7,597.36
Liability Check	03/21/2024	EFT	Employment Development	Employment Taxes	1,523.43
Liability Check	03/21/2024	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,195.77
Bill Pmt -Check	03/21/2024	EFT	Adept Solutions	Computer	14.99
Liability Check	03/21/2024	EFT	Kaiser Permanente	Health Insurance	2,474.22
Bill Pmt -Check	03/21/2024	EFT	PG&E	Utilities	129.23
Liability Check	03/21/2024	EFT	Principal	Dental & Vision Insurance	1,779.83
Bill Pmt -Check	03/21/2024	EFT	Ramos Oil Inc.	Transportation Fuel	294.67
Bill Pmt -Check	03/21/2024	EFT	Umpqua Bank Credit Card	Computer, Equip Maint, Shop Supplies, Telephone	3,435.76





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

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	03/21/2024	EFT	Verizon	Field Communication, Field IT	493.71
Liability Check	03/21/2024	EFT	Western Health	Health Insurance	12,559.18
Check	03/21/2024	2944	Customer	Final Bill Refund	31.91
Bill Pmt -Check	03/21/2024	2945	Ferguson Enterprises	Distribution Supplies	139.69
Bill Pmt -Check	03/21/2024	2946	Oreilly Automotive	Shop Supplies	6.85
Bill Pmt -Check	03/21/2024	2947	Pacific Shredding	Office Expense	61.60
Bill Pmt -Check	03/21/2024	2948	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	03/21/2024	2949	Spok Inc.	Field Communication	15.69
Bill Pmt -Check	03/21/2024	2950	White Brenner	Legal Services	424.80
<b>Total 10020 - Operating Account Budgeted Expenditures</b>					<b><u>368,895.40</u></b>

Liability Check	03/07/2024	2926	Teamsters	Union Dues	813.00
Liability Check	03/07/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	03/15/2024	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	03/21/2024	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	03/31/2024	EFT	WageWorks	FSA Expenditures - Employee Funded	1,364.51
<b>Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs</b>					<b><u>3,378.41</u></b>

Cash Basis

Rio Linda Elverta Community Water District  
Expenditure Report  
March 2024

Type	Date	Num	Payee	Memo	Amount
Check	03/07/2024	EFT	RLECWD	Surcharge 2 Loan Payment	156,162.66
<b>10375 · Surcharge Account 2</b>					<b><u>156,162.66</u></b>





### Consent Calendar Agenda Item: 3.3

**Date:** May 20, 2024

**Subject:** Financial Reports

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

**Recommended Committee Action:**

The Executive Committee forwarded the Financial Report onto the May 20th Board agenda.

**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 March 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 March 31, 2024

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## ASSETS

## Current Assets

100 · Cash & Cash Equivalents	
10000 · Operating Account	
10020 · Operating Fund-Umpqua	1,660,222.61
Total 10000 · Operating Account	<u>1,660,222.61</u>
10475 · Capital Improvement	
10480 · General	802,358.16
10485 · Vehicle Replacement Reserve	27,948.49
Total 10450 · Capital Improvement	<u>830,306.65</u>

Total 100 · Non-Restricted Cash & Cash Equivalents 2,490,529.26

## 102 · Restricted Assets

102.2 · Restricted for Debt Service	
10700 · ZIONS Inv/Surcharge 1 Reserve	523,478.92
10300 · Surcharge 1 Account	999,348.26
10350 · Umpqua Bank - Revenue Bond	103,989.89
10380 · Surcharge 2 Account	389,049.88
Total 102.2 · Restricted for Debt Service	<u>2,015,866.95</u>

## 102.4 · Restricted Other Purposes

10385 · Available Funding Cr6 Projects #1	476,664.61
10481 · Available Funding Cr6 Projects #2	505,000.00
10490 · Future Capital Imp Projects	1,237,425.02
10600 · LAIF Account - Capacity Fees	929,264.92
10650 · Operating Reserve Fund	337,482.00
Total 102.4 · Restricted Other Purposes	<u>3,485,836.55</u>

Total 102 · Restricted Assets 5,501,703.50

Accounts Receivable 0.00

## Other Current Assets

12000 · Water Utility Receivable	488,334.94
12200 · Accrued Revenue	0.00
12250 · Accrued Interest Receivable	2,997.89
15000 · Inventory Asset	49,574.32
16000 · Prepaid Expense	51,584.76

Total Other Current Assets 592,491.91

Total Current Assets 8,584,724.67

## Fixed Assets

17000 · General Plant Assets	685,384.68
17100 · Water System Facilites	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	0.00

Total Other Assets 1,546,047.00

TOTAL ASSETS 26,022,220.93

Rio Linda Elverta Community Water District

Balance Sheet

As of March 31, 2024

LIABILITIES & NET POSTION

Liabilities

Current Liabilities

Accounts Payable 30,473.68

Credit Cards 66.00

Other Current Liabilities 955,471.01

Total Current Liabilities 986,010.69

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 8,151,008.87

Total Liabilities 9,137,019.56

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 545,344.37

Total Net Position 16,885,201.37

TOTAL LIABILITIES & NET POSTION 26,022,220.93

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
March 2024**



	<u>Annual Budget</u>	<u>Mar 24</u>	<u>YTD Jul 23-Mar 24</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 · Operating Revenue</b>					
<b>40100 · Water Sales</b>					
40101 · Basic Service Charge	1,160,731.00	196,561.11	857,750.30	73.90%	302,980.70
40102 · Usage Charge	1,832,569.00	144,153.69	1,229,200.73	67.08%	603,368.27
40105 · Backflow Charge	30,500.00	5,143.63	22,108.24	72.49%	8,391.76
40106 · Fire Prevention	24,300.00	4,226.57	18,828.37	77.48%	5,471.63
40110 · Bi-Monthly Accrual	0.00	-150,000.00	0.00	0.00%	0.00
<b>Total 40100 · Water Sales</b>	<u>3,048,100.00</u>	<u>200,085.00</u>	<u>2,127,887.64</u>	<u>69.81%</u>	<u>920,212.36</u>
<b>40200 · Water Services</b>					
40201 · Application Fees	6,500.00	350.00	4,275.00	65.77%	2,225.00
40202 · Delinquency	65,000.00	1,676.00	50,410.76	77.56%	14,589.24
40209 · Misc. Charges	7,000.00	375.00	5,004.32	71.49%	1,995.68
<b>Total 40200 · Water Services</b>	<u>78,500.00</u>	<u>2,401.00</u>	<u>59,690.08</u>	<u>76.04%</u>	<u>18,809.92</u>
<b>40300 · Other Water Service Fees</b>					
40301 · New Construction QC	4,000.00	200.00	2,400.00	60.00%	1,600.00
40302 · Service Connection Fees	10,000.00	0.00	14,100.00	141.00%	-4,100.00
40304 · Other Operating Revenue	6,000.00	0.00	431.47	7.19%	5,568.53
<b>Total 40300 · Other Water Service Fees</b>	<u>20,000.00</u>	<u>200.00</u>	<u>16,931.47</u>	<u>84.66%</u>	<u>3,068.53</u>
<b>Total 40000 · Operating Revenue</b>	<u>3,146,600.00</u>	<u>202,686.00</u>	<u>2,204,509.19</u>	<u>70.06%</u>	<u>942,090.81</u>
<b>41000 · Nonoperating Revenue</b>					
<b>41110 · Investment Revenue</b>					
41112 · Interest Revenue	35.00	3.72	30.73	87.80%	4.27
<b>Total 41110 · Investment Revenue</b>	<u>35.00</u>	<u>3.72</u>	<u>30.73</u>	<u>87.80%</u>	<u>4.27</u>
41120 · Property Tax	118,000.00	0.00	73,265.25	62.09%	44,734.75
<b>Total 41000 · Nonoperating Revenue</b>	<u>118,035.00</u>	<u>3.72</u>	<u>73,295.98</u>	<u>62.10%</u>	<u>44,739.02</u>
<b>Total Income</b>	<u>3,264,635.00</u>	<u>202,689.72</u>	<u>2,277,805.17</u>	<u>69.77%</u>	<u>986,829.83</u>
<b>Gross Income</b>	3,264,635.00	202,689.72	2,277,805.17	69.77%	986,829.83
<b>Expense</b>					
<b>60000 · Operating Expenses</b>					
<b>60010 · Professional Fees</b>					
60011 · General Counsel-Legal	30,000.00	424.80	6,816.00	22.72%	23,184.00
60012 · Auditor Fees	21,300.00	0.00	21,300.00	100.00%	0.00
60013 · Engineering Services	115,000.00	5,000.00	40,000.00	34.78%	75,000.00
60015 · Other Professional Fees	0.00	0.00	0.00	0.00%	0.00
<b>Total 60010 · Professional Fees</b>	<u>166,300.00</u>	<u>5,424.80</u>	<u>68,116.00</u>	<u>40.96%</u>	<u>98,184.00</u>
<b>60100 · Personnel Services</b>					
<b>60110 · Salaries &amp; Wages</b>					
60111 · Salary - General Manager	125,278.00	9,950.26	92,863.63	74.13%	32,414.37
60112 · Staff Regular Wages	676,585.00	52,034.45	473,422.80	69.97%	203,162.20
60114 · Staff Standby Pay	18,250.00	1,400.00	13,300.00	72.88%	4,950.00
60115 · Staff Overtime Pay	11,000.00	52.02	5,459.62	49.63%	5,540.38
<b>Total 60110 · Salaries &amp; Wages</b>	<u>831,113.00</u>	<u>63,436.73</u>	<u>585,046.05</u>	<u>70.39%</u>	<u>246,066.95</u>
<b>60150 · Employee Benefits &amp; Expense</b>					
60151 · PERS Retirement	126,177.00	10,031.80	89,632.13	71.04%	36,544.87
60152 · Workers Compensation	8,293.00	654.75	3,109.99	37.50%	5,183.01
60153 · Group Insurance	227,568.00	16,727.77	143,933.31	63.25%	83,634.69
60154 · Retirees Insurance	36,200.00	3,150.00	10,459.00	28.89%	25,741.00
60155 · Staff Training	5,000.00	0.00	450.00	9.00%	4,550.00
60157 · Uniforms	6,750.00	526.73	6,118.05	90.64%	631.95
60158 · Payroll Taxes	66,230.00	4,989.37	46,794.68	70.66%	19,435.32
60159 · Payroll Service	1,400.00	160.05	1,130.75	80.77%	269.25
60160 · 457 Employer Contribution	19,100.00	1,461.34	13,218.01	69.20%	5,881.99
<b>Total 60150 · Employee Benefits &amp; Expense</b>	<u>496,718.00</u>	<u>37,701.81</u>	<u>314,845.92</u>	<u>63.39%</u>	<u>181,872.08</u>
<b>Total 60100 · Personnel Services</b>	<u>1,327,831.00</u>	<u>101,138.54</u>	<u>899,891.97</u>	<u>67.77%</u>	<u>427,939.03</u>

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
March 2024**

	<u>Annual Budget</u>	<u>Mar 24</u>	<u>YTD Jul 23-Mar 24</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>60200 · Administration</b>					
60205 · Bank & Merchant Fees	1,850.00	142.30	1,469.67	79.44%	380.33
60207 · Board Meeting Fee	13,900.00	2,000.00	6,550.00	47.12%	7,350.00
<b>60210 · Building Expenses</b>					
60211 · Office Utilities	7,261.00	627.06	4,898.86	67.47%	2,362.14
60212 · Janitorial	2,340.00	195.00	1,755.00	75.00%	585.00
60213 · Maintenance	2,500.00	80.00	2,582.32	103.29%	-82.32
60214 · Security	336.00	0.00	252.00	75.00%	84.00
<b>Total 60210 · Building Expenses</b>	<b>12,437.00</b>	<b>902.06</b>	<b>9,488.18</b>	<b>76.29%</b>	<b>2,948.82</b>
<b>60220 · Computer &amp; Equipment Maint.</b>					
60221 · Computer Systems	32,000.00	2,047.70	20,404.41	63.76%	11,595.59
60222 · Office Equipment	875.00	54.81	566.26	64.72%	308.74
<b>Total 60220 · Computer &amp; Equipment Maint.</b>	<b>32,875.00</b>	<b>2,102.51</b>	<b>20,970.67</b>	<b>63.79%</b>	<b>11,904.33</b>
60230 · Office Expense	4,725.00	197.80	6,102.99	129.16%	-1,377.99
60240 · Postage and Delivery	21,000.00	163.60	14,233.21	67.78%	6,766.79
60250 · Printing	8,500.00	127.63	5,500.19	64.71%	2,999.81
60255 · Meetings & Conferences	100.00	0.00	50.00	50.00%	50.00
60260 · Publishing	1,500.00	0.00	712.00	47.47%	788.00
60270 · Telephone & Internet	4,250.00	232.57	2,327.49	54.76%	1,922.51
<b>60430 · Insurance</b>					
60431 · General Liability	31,403.00	2,616.92	23,997.60	76.42%	7,405.40
60432 · Property	14,391.00	1,199.24	11,103.84	77.16%	3,287.16
<b>Total 60430 · Insurance</b>	<b>45,794.00</b>	<b>3,816.16</b>	<b>35,101.44</b>	<b>76.65%</b>	<b>10,692.56</b>
<b>60500 · Water Memberships</b>					
60503 · SGA	30,926.00	0.00	30,926.00	100.00%	0.00
60504 · ACWA	11,697.00	0.00	11,140.00	95.24%	557.00
60507 · CRWA	1,507.00	0.00	1,507.00	100.00%	0.00
<b>Total 60500 · Water Memberships</b>	<b>44,130.00</b>	<b>0.00</b>	<b>43,573.00</b>	<b>98.74%</b>	<b>557.00</b>
60550 · Permits & Fees	55,000.00	0.00	44,689.54	81.25%	10,310.46
60555 · Subscriptions & Licensing	2,120.00	103.00	1,295.00	61.09%	825.00
60560 · Elections	0.00	0.00	0.00	0.00%	0.00
60565 · Uncollectible Accounts	3,000.00	0.00	0.00	0.00%	3,000.00
60570 · Other Operating Expenses	500.00	0.00	0.00	0.00%	500.00
<b>Total 60200 · Administration</b>	<b>251,681.00</b>	<b>9,787.63</b>	<b>192,063.38</b>	<b>76.31%</b>	<b>59,617.62</b>

**Rio Linda Elverta Community Water District  
Operating Profit & Loss Budget Performance  
March 2024**

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	<u>Annual Budget</u>	<u>Mar 24</u>	<u>YTD Jul 23-Mar 24</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>64000 · Conservation</b>					
64001 · Community Outreach	500.00	0.00	333.84	66.77%	166.16
<b>Total 64000 · Conservation</b>	<b>500.00</b>	<b>0.00</b>	<b>333.84</b>	<b>0.67</b>	<b>166.16</b>
<b>65000 · Field Operations</b>					
<b>65100 · Other Field Operations</b>					
65110 · Back Flow Testing	3,000.00	0.00	464.58	15.49%	2,535.42
65120 · Construction Equip Maintenance	9,000.00	16.68	9,365.48	104.06%	-365.48
65130 · Field Communication	3,400.00	204.89	2,110.60	62.08%	1,289.40
65140 · Field IT	35,000.00	2,197.00	20,874.47	59.64%	14,125.53
65150 · Laboratory Services	24,000.00	1,890.50	13,112.50	54.64%	10,887.50
65160 · Safety Equipment	6,000.00	0.00	0.00	0.00%	6,000.00
65170 · Shop Supplies	7,000.00	494.57	6,161.94	88.03%	838.06
<b>Total 65100 · Other Field Operations</b>	<b>87,400.00</b>	<b>4,803.64</b>	<b>52,089.57</b>	<b>59.60%</b>	<b>35,310.43</b>
65200 · Treatment	35,000.00	1,386.00	21,171.07	60.49%	13,828.93
<b>65300 · Pumping</b>					
65310 · Maintenance	25,000.00	20.46	15,776.13	63.11%	9,223.87
65320 · Electricity & Fuel	260,000.00	13,664.56	175,734.95	67.59%	84,265.05
<b>Total 65300 · Pumping</b>	<b>285,000.00</b>	<b>13,685.02</b>	<b>191,511.08</b>	<b>67.20%</b>	<b>93,488.92</b>
<b>65400 · Transmission &amp; Distribution</b>					
65410 · Distribution Supplies	50,000.00	1,486.08	32,881.46	65.76%	17,118.54
65430 · Tank Maintenance	6,500.00	0.00	0.00	0.00%	6,500.00
65440 · Contract Repairs	70,000.00	0.00	59,281.73	84.69%	10,718.27
65450 · Valve Replacements	15,000.00	0.00	0.00	0.00%	15,000.00
65460 · Paving Repairs	30,000.00	0.00	0.00	0.00%	30,000.00
<b>Total 65400 · Transmission &amp; Distribution</b>	<b>171,500.00</b>	<b>1,486.08</b>	<b>92,163.19</b>	<b>53.74%</b>	<b>79,336.81</b>
<b>65500 · Transportation</b>					
65510 · Fuel	18,000.00	922.80	12,416.09	68.98%	5,583.91
65520 · Maintenance	5,000.00	557.14	3,359.49	67.19%	1,640.51
<b>Total 65500 · Transportation</b>	<b>23,000.00</b>	<b>1,479.94</b>	<b>15,775.58</b>	<b>68.59%</b>	<b>7,224.42</b>
<b>Total 65000 · Field Operations</b>	<b>601,900.00</b>	<b>22,840.68</b>	<b>372,710.49</b>	<b>61.92%</b>	<b>229,189.51</b>
<b>Total 60000 · Operating Expenses</b>	<b>2,348,212.00</b>	<b>139,191.65</b>	<b>1,533,115.68</b>	<b>65.29%</b>	<b>815,096.32</b>
<b>69000 · Non-Operating Expenses</b>					
<b>69010 · Debt Service</b>					
<b>69100 · Revenue Bond</b>					
69105 · Principle	156,908.00	0.00	63,908.00	40.73%	93,000.00
69110 · Interest	44,087.00	0.00	22,521.04	51.08%	21,565.96
<b>Total 69100 · Revenue Bond</b>	<b>200,995.00</b>	<b>0.00</b>	<b>86,429.04</b>	<b>43.00%</b>	<b>114,565.96</b>
<b>69125 · AMI Meter Loan</b>					
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
<b>Total 69125 · AMI Meter Loan</b>	<b>143,713.00</b>	<b>0.00</b>	<b>143,688.30</b>	<b>99.98%</b>	<b>24.70</b>
<b>69200 · PERS ADP Loan</b>					
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
<b>Total 69100 · PERS ADP Loan</b>	<b>31,628.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>31,628.00</b>
<b>Total 69010 · Debt Service</b>	<b>376,336.00</b>	<b>0.00</b>	<b>230,117.34</b>	<b>61.15%</b>	<b>146,218.66</b>
69400 · Other Non-Operating Expense	2,300.00	0.00	1,430.00	62.17%	870.00
<b>Total 69000 · Non-Operating Expenses</b>	<b>378,636.00</b>	<b>0.00</b>	<b>231,547.34</b>	<b>61.15%</b>	<b>147,088.66</b>
<b>Total Expense</b>	<b>2,726,848.00</b>	<b>139,191.65</b>	<b>1,764,663.02</b>	<b>64.71%</b>	<b>962,184.98</b>
<b>Net Ordinary Income</b>	<b>537,787.00</b>	<b>63,498.07</b>	<b>513,142.15</b>		
<b>Net Income</b>	<b>537,787.00</b>	<b>63,498.07</b>	<b>513,142.15</b>		



**Rio Linda Elverta Community Water District**  
**CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2023-24**  
 As of March 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
<b>FUNDING SOURCES</b>								
Fund Transfers								
Operating Fund Transfers In	611,800.00	458,856.00	-	-	-	-	-	-
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	86.24	-	-	175.00	103.72	-	-
<b>PROJECTS</b>								
<b>A · WATER SUPPLY</b>	-							
A-1 · Miscellaneous Pump Replacements	40,000.00	-						
<b>Total A · WATER SUPPLY</b>	<b>40,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>B · WATER DISTRIBUTION</b>								
B-1 · Service Replacements	30,000.00	-	-	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	25,191.72	-	-	-	-	-	-
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 Tower	45,000.00							
B-6 · Raising/Lowering Valve Covers	40,000.00							
B-7 · Well 15 Cr6 Treatment-Design	-	-	-	-	-	-	75,000.00	-
<b>Total B · WATER DISTRIBUTION</b>	<b>240,000.00</b>	<b>25,191.72</b>	<b>-</b>	<b>-</b>	<b>366,000.00</b>	<b>358,947.25</b>	<b>75,000.00</b>	<b>-</b>
<b>M · GENERAL PLANT ASSETS</b>								
M-1 · Server Replacement	24,000.00	12,479.15	-	-	-	-	-	-
<b>Total M · GENERAL PLANT ASSETS</b>	<b>24,000.00</b>	<b>12,479.15</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL BUDGETED PROJECT EXPENDITURES</b>	<b>304,000.00</b>	<b>37,670.87</b>	<b>-</b>	<b>-</b>	<b>366,000.00</b>	<b>358,947.25</b>	<b>75,000.00</b>	<b>-</b>

**Rio Linda Elverta Community Water District**  
**Capacity Revenue Profit & Loss Budget Performance**  
 January-March 2024

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	<u>Annual Budget</u>	<u>Jan-Mar 24 Current QTR</u>	<u>Jul 23-Mar 24 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
<b>41112 · Interest Revenue</b>	10,000.00	8,307.74	22,082.88	220.83%	-12,082.88
	<u>10,000.00</u>	<u>8,307.74</u>	<u>22,082.88</u>	<u>220.83%</u>	<u>-12,082.88</u>
<b>44100 · Capacity Fee Revenue</b>	200,000.00	0.00	219,937.59	109.97%	-19,937.59
<b>Total Income</b>	<u>210,000.00</u>	<u>8,307.74</u>	<u>242,020.47</u>	<u>115.25%</u>	<u>-32,020.47</u>
<b>Gross Income</b>	<u>210,000.00</u>	<u>8,307.74</u>	<u>242,020.47</u>	115.25%	-32,020.47
<b>Net Income</b>	<u><u>210,000.00</u></u>	<u><u>8,307.74</u></u>	<u><u>242,020.47</u></u>		

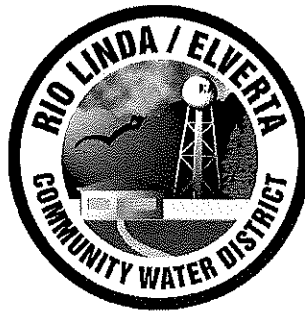
**Rio Linda Elverta Community Water District  
 Surcharge 1 Profit & Loss Budget Performance  
 January-March 2024**

	<u>Annual Budget</u>	<u>Jan-Mar 24 Current QTR</u>	<u>Jul 23-Mar 24 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
<b>41000 · Non-Operating Revenue</b>					
<b>41110 · Investment Revenue</b>					
41111 · Dividend Revenue	0.00	754.50	1,661.92	100.0%	-1,661.92
41112 · Interest Revenue	1,000.00	6,865.23	22,131.62	2,213.16%	-21,131.62
41113 · Market Value Adjustment	0.00	-14,138.42	10,385.41	100.0%	-10,385.41
	<u>1,000.00</u>	<u>-6,518.69</u>	<u>34,178.95</u>	<u>3,417.9%</u>	<u>-33,178.95</u>
<b>43010 · Surcharge 1 Revenue</b>	532,380.00	176,846.56	381,562.37	71.67%	150,817.63
<b>Total Income</b>	<u>533,380.00</u>	<u>170,327.87</u>	<u>415,741.32</u>	<u>77.95%</u>	<u>117,638.68</u>
<b>Gross Income</b>	533,380.00	170,327.87	415,741.32	77.95%	117,638.68
<b>Expense</b>					
<b>69150 · Surcharge 1 Loan</b>					
69155 · Principle	389,231.00	193,372.56	193,372.56	49.68%	195,858.44
69160 · Interest	72,124.00	37,304.76	37,304.76	51.72%	34,819.24
69170 · Admin Fees	2,300.00	518.39	1,531.85	66.6%	768.15
<b>Total 69150 · Surcharge 1 Loan</b>	<u>463,655.00</u>	<u>231,195.71</u>	<u>232,209.17</u>	<u>50.08%</u>	<u>231,445.83</u>
<b>Total Expense</b>	<u>463,655.00</u>	<u>231,195.71</u>	<u>232,209.17</u>		
<b>Net Income</b>	<u><u>69,725.00</u></u>	<u><u>-60,867.84</u></u>	<u><u>183,532.15</u></u>		

**Rio Linda Elverta Community Water District  
Surcharge 2 Profit & Loss Budget Performance  
January-March 2024**

12

	<u>Annual Budget</u>	<u>Jan-Mar 24 Current QTR</u>	<u>Jul 23-Mar 24 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
<b>Income</b>					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	100.00	23.34	70.84	70.84%	29.16
	<u>100.00</u>	<u>23.34</u>	<u>70.84</u>	<u>70.84%</u>	<u>29.16</u>
43050 · Surcharge 2 Revenue	442,716.00	147,063.22	317,300.25	71.67%	125,415.75
<b>Total Income</b>	<u>442,816.00</u>	<u>147,086.56</u>	<u>317,371.09</u>	<u>71.67%</u>	<u>125,444.91</u>
<b>Gross Income</b>	442,816.00	147,086.56	317,371.09	71.67%	125,444.91
<b>Expense</b>					
69175 · Surcharge 2 Loan					
69180 · Principle	240,000.00	120,000.00	240,000.00	100.0%	0.00
69185 · Interest	74,293.00	36,162.66	74,293.33	100.0%	-0.33
<b>Total 69175 · Surcharge 2 Loan</b>	<u>314,293.00</u>	<u>156,162.66</u>	<u>314,293.33</u>	<u>100.0%</u>	<u>-0.33</u>
<b>Total Expense</b>	<u>314,293.00</u>	<u>156,162.66</u>	<u>314,293.33</u>		
<b>Net Income</b>	<u>128,523.00</u>	<u>-9,076.10</u>	<u>3,077.76</u>		



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

**Date:** May 20, 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



**Date:** May 20, 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, and an incident resulting in employee hospitalization has demanded additional resources for this reporting period.

1. On April 25th , I participated in a Regional Groundwater Contamination Issues meeting.
2. On April 25<sup>th</sup> (afternoon). I participated in ACWA JPIA training on Workplace Violence Prevention Plans, a new mandate.
3. On April 29<sup>th</sup> I met with Adept Solutions for new server data migration.
4. On May 6th , I met with Adept Solutions regarding file structure on the new server.
5. On May 7th , I met with a young adult interested in starting a career in water treatment.
6. On May 8<sup>th</sup> (morning) , I met with the Contract District Engineer regarding a proposed commercial development near Well 15.
7. On May 13<sup>th</sup> (morning) , I responded to immediate issues associated with an event that resulted in the hospitalization of a District employee. Simultaneously, the District office was subjected to an internet, and phone system outage which required Adept Solutions to respond to the office.
8. On May 13<sup>th</sup> (afternoon) , I met with Adept Solutions regarding new server configuration.
9. On May 15<sup>th</sup> Office staff and I received training from Adept Solutions on SharePoint (cloud storage of District files).

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

- Preparing for a Board Member Disciplinary Hearing (continued from 4-22-2024)
- Various issues related to the incident resulting in hospitalization of an employee.

Inflation seems to have plateaued around 3.4%. Fuel prices have subsided from the peak observed a few weeks ago.



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

**Date:** May 20, 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:**

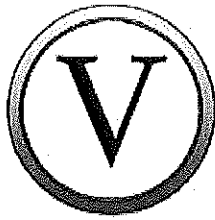
No Board action is anticipated for this item.

**Board Action / Motion**

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

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





14 May 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 20 May 2024 Board of Directors Meeting

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 17 April 2024 to 14 May 2024:

**1. General District Engineering:**

- a. **2024 Sacramento County Paving Project:** Lowering and raising of water valve frames and covers on Elkhorn Boulevard between 6th Street and Dry Creek Road may take place June through December 2024. Staff coordinated with the County's paving contractor and received a quote to lower and raise approximately 25 water valve frames and covers. Staff prepared a draft Professional Services Agreement (PSA) with the paving contractor for Board consideration under a separate agenda item at the 5/20/2024 Board Meeting.
- b. **Well 15 Hexavalent Chromium Treatment Project:** At the 4/22/2024 Board Meeting, the Board of Directors directed Staff to execute a Professional Services Agreement with Provost & Pritchard Consulting Group for hexavalent chromium treatment design and construction engineering assistance at Well 15. The PSA was executed on 4/29/2024. Staff received a project schedule from the consultant for review and is preparing to initiate project design.
- c. **2024/2025 FY Dry Creek Road Pipeline Replacement Project:** Staff continues to be in communication with the construction contractor and the project is anticipated to commence in August 2024. There are no material supply chain concerns at this time. An encroachment permit extension with Sacramento County is expected in June 2024. An addendum to the contractor's existing PSA is anticipated to be brought for Board consideration at the 6/24/2024 Board Meeting.
- d. **L Street Elevated Tank Cathodic Protection System Replacement:** Staff prepared a draft Professional Services Agreement with Two Brothers Cathodic Service, Inc. to perform cathodic protection replacement services for the L Street Elevated Tank. This will be further discussed under a separate agenda item at the 5/20/2024 Board Meeting.
- e. **Water Loss Standards & Asset Management Questionnaire:** Staff received notification from the State Water Resources Control Board on 4/19/2024 announcing the release of the updated Water Loss Performance Standards for retail urban water suppliers, effective for the 2025-2027 reporting year, and also introducing a new Asset Management Questionnaire that each urban supplier must complete and submit by 7/1/2024. Staff will prepare and submit the questionnaire by the due date. Other submittals required by 12/31/2024 are a Data Quality Questionnaire and Excel Spreadsheet, and a Pressure Management Questionnaire.

- f. **Development Review (Gas Station, Convenient Store, & Pair of Fast-Food Restaurants at the northwest corner of West Elkhorn Boulevard and Marysville Boulevard, adjacent to Well 9):** Staff has had ongoing discussions with the Developer's engineer regarding the separation requirements between the development's facilities and Well 9. This development is pending approval from Sacramento County. All District separation requirements from Well 9 are accepted by the Developer. In addition, the Developer has agreed to install an 8-foot tall sound wall along the northern and eastern property lines of the Well 9 site, as well as an 8-foot tall wrought iron fence along the southern property line. An 8-foot tall wrought iron fence, 16-foot wide sliding gate, and a 3-foot wide swing gate will be installed along the western property line.
- g. **Development Review (7340 28<sup>th</sup> Street Trucking, north of Q Street, adjacent to Well 15):** Staff reviewed a commercial development application at the request of the Sacramento County Planning Department for a trucking facility. The development property's southeast corner is adjacent to the District's Well 15 Site. Initially, the Developer proposed a private on-site groundwater well for domestic and fire suppression services. Upon review by Staff, it was determined that existing 1-inch domestic and 6-inch fire services exist at the southeast corner of development property. The Developer was unaware that these facilities existed when notified. An Easement Agreement between the District and the Developer's property was entered into on 08/20/2012, where the property received 1-inch domestic and 6-inch fire services with capacity fee waivers in exchange for the District receiving an easement area on the Developer's property for the purpose of discharging groundwater and drainage waters deriving from the Well 15 Site. The Developer is currently assessing options of drilling a private on-site well or connecting to the District's water system. With either option, the District will require that the Developer's facilities meet all separation requirements from Well 15, such as fuel storage tanks, sewer and drainage improvements. If the Developer chooses to drill a private well on-site, the District will require private well performance data to ensure there is no pumping interference with Well 15. The District will provide formal development comments upon receipt of the Developer's decision of which water service they prefer.
- h. **Development Review (6647 20<sup>th</sup> Street Parcel Map, 5 Lots, between I Street and Elkhorn Boulevard):** Staff reviewed a parcel map application at the request of the Sacramento County Planning Department for a new 5-Lot residential development. The General Manager sent comments related to connection to the District's Water System on 5/8/2024.
- i. **Development Review (125 West M Street Parcel Map, 2 Lots, between West 2<sup>nd</sup> Street and 2<sup>nd</sup> Street):** Staff reviewed a parcel map application at the request of the Sacramento County Planning Department for a new 2-Lot residential development. The General Manager sent comments related to connection to the District's Water System on 4/24/2024.

Please contact me at (530) 682-9597, or email at [gmvasquez@vasquez-engineering.com](mailto: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:** May 20, 2024

**Subject:** Professional Service Agreement for Repair of Cathodic Protection on Elevated Storage Tank

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

**Recommended Committee Action:**

The Executive Committee recommended:

1. The Board approve a finding that special circumstances of policy 3.08.600 applies.
2. The Board approve the Professional Service Agreement with Two Brothers Cathodic Services.

**Current Background and Justification:**

Two Brothers Cathodic Services has performed maintenance for the District, and staff can attest to the subject matter expertise, professionalism, and reasonableness of charges.

The estimate for the maintenance needed on the elevated storage tank is just over the District policy threshold for requiring competitive bidding.

Staff has been working with Diamond Communications (holder of rights to collect rent for use of the elevated tank) to perform the required cathodic protection system maintenance, but to no avail. As such, the maintenance is significantly overdue.

With the above circumstances in mind, the Executive Committee feels there is a need to take immediate action, and there is an absence of any fiscal or competitive advantage for proceeding with a competitive selection process.

**Conclusion:**

Sample Motion - Move to find that the special circumstances of Policy 3.08.600 applies, and further move to approve the Professional Services Agreement with Two Brothers Cathodic Services.

**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

PROJECT: Cathodic Protection System Replacement on the L Street Elevated Tank

PROJECT NO. 2024-04

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 20<sup>th</sup> day of May 2024, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and Two Brothers Cathodic Services, Inc., (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

## RECITALS

**A.** Contractor represents to District that it is a duly qualified and licensed firm experienced in providing Cathodic Protection Replacement services.

**B.** In the judgment of District, it is necessary and desirable to employ the services of Contractor to perform Cathodic Protection Replacement services.

**C.** Contractor has been selected as sufficiently qualified to perform Cathodic Protection Replacement services to the District.

**D.** The specific services to be provided are described in **Exhibit 1** (“Services”). All compensation shall be based the terms provided in this Agreement.

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

## AGREEMENT

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

**Section 2. Term.** This Agreement shall commence on the Effective Date and terminate one calendar year thereafter (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

#### **Section 4. Work.**

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services as described in **Exhibit 1**. services performed by the Contractor which are beyond the scope of **Exhibit 1** shall not receive additional compensation for the performance unless they are approved by District in writing.

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

**Section 5. Time of Performance.** Contractor warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed (or as described in **Exhibit 1**) and shall conform to normal and customary standards for services provided. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 6. Payment.** District shall pay Contractor for all Services described in **Exhibit 1** and which are to be performed by Contractor.

District shall pay Contractor within thirty (30) days of Project completion, acceptance of the Services by District, and/or receipt of Contractor's invoice for the Services. All payments will be made in accordance with this Agreement.

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

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that it is qualified to perform the Services as provided in **Exhibit 1** and that all of its services will be performed in accordance with the generally accepted contractor practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the Services, Contractor shall act as an independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Authority.* Contractor represents that it possesses the necessary licenses, permits and approvals required to perform the Services or will obtain such licenses, permits or approvals prior to the time such licenses, permits or approvals are required. Contractor also represents that all sub-contractors are similarly licensed and qualified. Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered including registration for public works projects with the Department of Industrial Relations.

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

(e) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers required as part of the consulting services at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

**Section 8. Conformity with Law and Safety.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's sub-Contractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within District limits without a proper permit from District.

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

**Section 10. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

## **Section 11. Ownership and Disclosure of Work Product.**

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

(b) District shall not reuse or make any modification to the Work Product without the prior written authorization of the Contractor. District agrees not to reuse the Work Product, in whole or in part, for any purpose other than the Project. District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor and its officers, directors, employees and subcontractors against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way related to the unauthorized reuse or modification of the deliverable documents by District without the written authorization of Contractor.

(c) Upon termination of this Agreement or at the request of District, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its consultants, contractors, employees or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 12. Termination by Default.** If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the "Defaulting Party"), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered hereunder by Contractor bear to the total Services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Contractor.

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

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District

shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor's completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

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

**Section 13. Liability for Breach.** Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, and upon full compensation under this Agreement, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 14. Insurance Coverage.** During the Term, Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *Professional Liability:* professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Contractor or sub-Contractor in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Contractor's prime agreement requires the sub-Contractor to carry additional Professional Liability insurance the sub-Contractor shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be no less than One Million Dollars (\$1,000,000.00).

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this



Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

### **Section 15. Indemnification.**

(a) To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, hold harmless and release District, and District's elected and appointed boards, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that is directly caused by the negligent acts or omissions or willful misconduct of Contractor in the performance of the Services, or of any direct or indirect sub-consultant, employee, representative or agent of Contractor, or anyone that Contractor controls in the performance of the Services (collectively, the "Liabilities").

(b) The obligations of Contractor to indemnify and hold harmless District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities.

(c) With respect to third party claims against Contractor, Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

(d) The indemnification obligations of Contractor described herein shall not include any duty to defend District from the Liabilities, but shall include reimbursement of all costs related to such defense upon a final judgment or settlement of all Liabilities asserted against District or District's Agents (including, without limitation, the costs of such defense and damages suffered by District). This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Contractor.

**Section 16. Notices.** Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in

substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda Elverta Community Water District  
730 L Street  
Rio Linda, California 95673  
Attention: General Manager  
Tel: (916) 991-1000

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

If to Contractor: Two Brothers Cathodic Services, Inc.  
5361 Hilltop Road  
Garden Valley, CA 95633  
Attention: Darren Hernandez  
Tel: (707) 695-6074  
Email: [dhtwobrothers@gmail.com](mailto:dhtwobrothers@gmail.com)

**Section 17. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit 1:</b>	<b>Services and Charges.</b>

**Section 18. General Provisions.**

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

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

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

(f) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled. This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Contractor as it relates to the enforcement or interpretation of this Agreement.

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

*[SIGNATURES ON FOLLOWING PAGE.]*

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

**DISTRICT:**

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

By: \_\_\_\_\_  
Timothy R. Shaw, General Manager

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

**CONTRACTOR:**

Two Brothers Cathodic Services, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title:

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

**EXHIBIT 1: SERVICES and CHARGES**

**Work Scope:** The Contractor shall provide all labor, equipment, and materials required to complete the replacement of the Cathodic Protection System for the Elevated L Street Tank including, but not limited to the “Activity, Description, and Quantity” provided by the Contactor as shown below, and in their Estimate shown on Page 11 of this agreement.

ACTIVITY	DESCRIPTION	QTY
30 v 8 Amp Rectifier	New 30 V 8 Amp Rectifier	
3/4 Conduit run	3/4 Conduit per 10 feet	250
3 C Cable	Reference Cell main Wire, Structure Wire	225
Anodes		5
Anodes	Bowl anode has 90 feet of MMO wire	1
Hand Hole Cover	Replace existing Hand hole cover	6
Main Line Wire	10 ga. Stranded Wire For main anode connections	225
Pin Insulator		6
Porcelain Spools	Anode String Weights	6
Reference Cell	Instillation of new reference Cell	2
Under roof Wiring	10 Ga. Under roof Wiring per foot	100
Impressed Current System Instillation Elevated Tank	Install a new Impressed current System on an Elevated tank	
Man lift rental	180 ft man lift rental	
Misc Hardware for Instillation	Conduit hold downs, conduit fittings, bolts etc	

All work shall be performed pursuant to and shall conform to the latest edition of the Rio Linda / Elverta Community Water District Standard Construction Specifications and to the latest edition of the County of Sacramento Standard Construction Specifications and all of its drawings. All work shall conform to the applicable local, state, and federal codes and specifications including OSHA. The Contractor shall be responsible for job safety and traffic control at all times.

**Schedule:** The District and Contractor shall set forth a mutually agreeable schedule upon execution of this Agreement. For the purposes of this Agreement, the Contractor shall complete all work within 90 calendar days after the Effective Date.

**Budget:** The total budget for performing the Work Scope is a not to exceed amount of \$31,085.10 pursuant to the estimate provided by the Contactor shown on Page 11 of this Agreement. The budget shall not be exceeded without written consent from the District.

Two Brothers Cathodic Services, Inc.  
 5361 Hilltop Rd.  
 Garden Valley, CA 95633 US  
 +1 7076956074  
 dhtwobrothers@gmail.com

ADDRESS
Pat Goyet Rio Linda Water Dist. 730 L. Street PO Box 400 Rio Linda, CA 95673-3433

ESTIMATE #	DATE
1013	01/21/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	30 v 8 Amp Rectifier	New 30 V 8 Amp Rectifier		6,400.00	6,400.00T
	3/4 Conduit run	3/4 Conduit per 10 feet	250	12.50	3,125.00T
	3 C Cable	Reference Cell main Wire, Structure Wire	225	5.00	1,125.00T
	Anodes		5	750.00	3,750.00T
	Anodes	Bowl anode has 90 feet of MMO wire	1	3,500.00	3,500.00T
	Hand Hole Cover	Replace existing Hand hole cover	6	55.00	330.00T
	Main Line Wire	10 ga. Stranded Wire For main anode connections	225	5.00	1,125.00T
	Pin Insulator		6	30.00	180.00T
	Porcelain Spools	Anode String Weights	6	12.00	72.00T
	Reference Cell	Instillation of new reference Cell	2	325.00	650.00T
	Under roof Wiring	10 Ga. Under roof Wiring per foot	100	4.50	450.00T
	Impressed Current System Instillation Elevated Tank	Install a new Impressed current System on an Elevated tank		6,000.00	6,000.00
	Man lift rental	180 ft man lift rental		1,750.00	1,750.00
	Misc Hardware for Instillation	Conduit hold downs, conduit fittings, bolts etc		800.00	800.00T

Payable By Check Mailed to:  
 Two Brothers Cathodic Services  
 310 N. Jefferson St.  
 Cloverdale, Ca 95425

SUBTOTAL	29,257.00
TAX	1,828.10
<b>TOTAL</b>	<b>\$31,085.10</b>

If any of the existing wiring, pin insulators, conduits, etc. are serviceable and do not require replacement we will adjust the invoice to reflect the savings.

- F. The specific method and techniques to be employed by the consultant on the project or problem.
- G. Ability of the consultant to provide appropriate insurance in adequate amounts, including errors and omissions if applicable.
- H. Responsiveness to the RFP/RFQ.

The report to the Board shall summarize the basis for staff's consultant selection recommendation and the ranking of the consultants based upon these criteria.

### 3. Renewal of Contracts for Professional Services

The District may, after following required consultant selection procedures, enter into Professional Services agreements which contain provisions authorizing their extension or renewal. Recommendations to extend or renew an existing a Professional Services agreement should include a written evaluation of the work performed by the consultant as well as a determination that the rationale for providing for the renewal option in the existing contract remains valid and that the fees being charged are comparable to fees for similar services offered by other consultants at the time of renewal or extension. A contract renewal recommendation shall be entered on the contract amendment. If the total amount of the contract renewal does not exceed \$25,000, the Purchasing Agent or his/her authorized designee may execute a contract amendment to formalize the renewal. If the total amount of the original agreement and any amendments exceed \$25,000, prior Board approval must be obtained.

### 4. Conflict of Law

These procedures are not applicable where superseded by local, state or federal law, where the terms of grant funding provide for the use of other consultant selection procedures, or where the District is obligated to select consultants through the use of different procedures, such as the requirements of an insurance or self-insurance program.

### 5. Special Circumstances

These professional consultant selection procedures are not applicable when it is appropriate and in the best interest of the District under the specific circumstances of the project at issue, to limit the number of consultants solicited. Examples of such specific circumstances may include the following: (a) the need to take immediate action on a project precludes the District's ability to follow these procedures; (b) the absence of any fiscal or competitive advantage in following these procedures; (c) only one consultant is known to be available and capable of providing needed services within the required time; (d) the services to be provided are so unique that only one known consultant is qualified and available to perform them; or (e) the terms of a legal mandate or negotiated agreement require the use of a particular consultant. The basis for such action shall be documented in writing and noted in the contract and approved by the Purchasing Agent or designee. When Board approval is required, the documented basis for such action shall be included in the report to the Board.

### 6. Prequalified Consultant File

District staff may maintain a current file of consultants in their appropriate professional services categories after the selection procedures have been followed in this policy and a determination made that a consultant is qualified and competent. District staff may maintain this "prequalified consultant" file for a period of two (2) years from determination of the qualification of such consultant. District may select a prequalified consultant from this file for services.



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

**Date:** May 20, 2024

**Subject:** Engage Services for Lowering / Raising Water Valve Boxes for Repaving Project

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

**Recommended Committee Action:**

The Executive Committee recommended the Board approve the engagement of Sacramento County’s service provider for lowering and raising valve boxes associated with the County’s repaving project.

**Current Background and Justification:**

Sacramento County is preparing for another section of repaving on Elkhorn Blvd. The process entails lowering and subsequently raising water valve boxes in the county’s right of way.

In past iterations of this paving process, the District has determined the most efficient and cost-effective means of lowering and raising valve boxes is to contract directly with the repaving services provider engaged by the county. This eliminates mobilization costs and redundant traffic controls.

Contracting directly with the county’s contract service provider entails the Board finding of special circumstances exception to competitive selection process. Alternatively, should the Board decline to find special circumstances apply here, the District’s competitive selection process may need to be compressed to fit within the county’s schedule.

A draft professional services agreement for lowering/raising water valve boxes consequent to repaving is included as a document associated with this item.

**Conclusion:**

Sample Motion - Move to approve a finding that special circumstances of Policy 3.08.600 applies, and further move to approve the Professional Services Agreement for lowering and raising water valve boxes.

**Board Action / Motion**

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

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



- F. The specific method and techniques to be employed by the consultant on the project or problem.
- G. Ability of the consultant to provide appropriate insurance in adequate amounts, including errors and omissions if applicable.
- H. Responsiveness to the RFP/RFQ.

The report to the Board shall summarize the basis for staff's consultant selection recommendation and the ranking of the consultants based upon these criteria.

### 3. Renewal of Contracts for Professional Services

The District may, after following required consultant selection procedures, enter into Professional Services agreements which contain provisions authorizing their extension or renewal. Recommendations to extend or renew an existing a Professional Services agreement should include a written evaluation of the work performed by the consultant as well as a determination that the rationale for providing for the renewal option in the existing contract remains valid and that the fees being charged are comparable to fees for similar services offered by other consultants at the time of renewal or extension. A contract renewal recommendation shall be entered on the contract amendment. If the total amount of the contract renewal does not exceed \$25,000, the Purchasing Agent or his/her authorized designee may execute a contract amendment to formalize the renewal. If the total amount of the original agreement and any amendments exceed \$25,000, prior Board approval must be obtained.

### 4. Conflict of Law

These procedures are not applicable where superseded by local, state or federal law, where the terms of grant funding provide for the use of other consultant selection procedures, or where the District is obligated to select consultants through the use of different procedures, such as the requirements of an insurance or self-insurance program.

### 5. Special Circumstances

These professional consultant selection procedures are not applicable when if it is appropriate and in the best interest of the District under the specific circumstances of the project at issue, to limit the number of consultants solicited. Examples of such specific circumstances may include the following: (a) the need to take immediate action on a project precludes the District's ability to follow these procedures; (b) the absence of any fiscal or competitive advantage in following these procedures; (c) only one consultant is known to be available and capable of providing needed services within the required time; (d) the services to be provided are so unique that only one known consultant is qualified and available to perform them; or (e) the terms of a legal mandate or negotiated agreement require the use of a particular consultant. The basis for such action shall be documented in writing and noted in the contract and approved by the Purchasing Agent or designee. When Board approval is required, the documented basis for such action shall be included in the report to the Board.

### 6. Prequalified Consultant File

District staff may maintain a current file of consultants in their appropriate professional services categories after the selection procedures have been followed in this policy and a determination made that a consultant is qualified and competent. District staff may maintain this "prequalified consultant" file for a period of two (2) years from determination of the qualification of such consultant. District may select a prequalified consultant from this file for services.

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

**PROJECT: Elkhorn Blvd. Water Valve Box Grade Adjustment**

**PROJECT NO. 2024-03**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this 20<sup>th</sup> day of May 2024, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and United Pavement Maintenance, Inc., (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

**RECITALS**

- A.** Contractor represents to District that it is a duly qualified and licensed firm experienced in providing Water Valve Box Grade Adjustment services.
- B.** In the judgment of District, it is necessary and desirable to employ the services of Contractor to perform Water Valve Box Grade Adjustment services.
- C.** Contractor has been selected as sufficiently qualified to perform Water Valve Box Grade Adjustment services to the District.
- D.** The specific services to be provided are described in **Exhibit 1** (“Services”). All compensation shall be based the terms provided in this Agreement.

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

**AGREEMENT**

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Sections 1 through 18 shall prevail.

**Section 2. Term.** This Agreement shall commence on the Effective Date and terminate one calendar year thereafter (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

#### **Section 4. Work.**

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Contractor shall perform the Services as described in **Exhibit 1**. services performed by the Contractor which are beyond the scope of **Exhibit 1** shall not receive additional compensation for the performance unless they are approved by District in writing.

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

**Section 5. Time of Performance.** Contractor warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed (or as described in **Exhibit 1**) and shall conform to normal and customary standards for services provided. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

**Section 6. Payment.** District shall pay Contractor for all Services described in **Exhibit 1** and which are to be performed by Contractor.

District shall pay Contractor within thirty (30) days of Project completion, acceptance of the Services by District, and/or receipt of Contractor's invoice for the Services. All payments will be made in accordance with this Agreement.

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

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby represents that it is qualified to perform the Services as provided in **Exhibit 1** and that all of its services will be performed in accordance with the generally accepted contractor practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the Services, Contractor shall act as an independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Authority.* Contractor represents that it possesses the necessary licenses, permits and approvals required to perform the Services or will obtain such licenses, permits or approvals prior to the time such licenses, permits or approvals are required. Contractor also represents that all sub-contractors are similarly licensed and qualified. Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered including registration for public works projects with the Department of Industrial Relations.

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

(e) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers required as part of the consulting services at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor’s responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

**Section 8. Conformity with Law and Safety.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. Contractor’s failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District’s risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor’s sub-Contractor, if any; (c) name and address of Contractor’s liability insurance carrier; and (d) a detailed description of the accident, including whether any of District’s equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within District limits without a proper permit from District.

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

**Section 10. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

## **Section 11. Ownership and Disclosure of Work Product.**

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

(b) District shall not reuse or make any modification to the Work Product without the prior written authorization of the Contractor. District agrees not to reuse the Work Product, in whole or in part, for any purpose other than the Project. District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor and its officers, directors, employees and subcontractors against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or in any way related to the unauthorized reuse or modification of the deliverable documents by District without the written authorization of Contractor.

(c) Upon termination of this Agreement or at the request of District, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its consultants, contractors, employees or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 12. Termination by Default.** If a Party should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violates any of the terms of this Agreement (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow such Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of this Agreement by Contractor. If payment under this Agreement is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in the Agreement as the Services satisfactorily rendered hereunder by Contractor bear to the total Services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by District by virtue of any breach of this Agreement by Contractor.

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

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District

shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor's completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

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

**Section 13. Liability for Breach.** Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, and upon full compensation under this Agreement, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 14. Insurance Coverage.** During the Term, Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *Professional Liability:* professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by Contractor or sub-Contractor in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Contractor's prime agreement requires the sub-Contractor to carry additional Professional Liability insurance the sub-Contractor shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be no less than One Million Dollars (\$1,000,000.00).

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this

Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

### **Section 15. Indemnification.**

(a) To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall indemnify, hold harmless and release District, and District's elected and appointed boards, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that is directly caused by the negligent acts or omissions or willful misconduct of Contractor in the performance of the Services, or of any direct or indirect sub-consultant, employee, representative or agent of Contractor, or anyone that Contractor controls in the performance of the Services (collectively, the "Liabilities").

(b) The obligations of Contractor to indemnify and hold harmless District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities.

(c) With respect to third party claims against Contractor, Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

(d) The indemnification obligations of Contractor described herein shall not include any duty to defend District from the Liabilities, but shall include reimbursement of all costs related to such defense upon a final judgment or settlement of all Liabilities asserted against District or District's Agents (including, without limitation, the costs of such defense and damages suffered by District). This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Contractor.

**Section 16. Notices.** Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in

substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda Elverta Community Water District  
730 L Street  
Rio Linda, California 95673  
Attention: General Manager  
Tel: (916) 991-1000

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

If to Contractor: United Pavement Maintenance, Inc  
P.O. Box 1017  
Hughson, CA 95326  
Attention: Scott Yerzy  
Tel: (209) 883-4345

**Section 17. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
<b>Exhibit 1:</b>	<b>Services and Charges.</b>

**Section 18. General Provisions.**

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

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

(c) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(d) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.



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

(f) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled. This provision shall not be construed to supersede any determination or agreement pertaining to the comparative fault of District and Contractor as it relates to the enforcement or interpretation of this Agreement.

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

*[SIGNATURES ON FOLLOWING PAGE.]*

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

**DISTRICT:**

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

By: \_\_\_\_\_  
Timothy R. Shaw, General Manager

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

**CONTRACTOR:**

United Pavement Maintenance, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title:

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

## EXHIBIT 1: SERVICES and CHARGES

**Work Scope:** Water valve box adjustments to grade, including lowering and raising water valve box frames and covers, shall be performed pursuant to and shall conform to the latest edition of the Rio Linda / Elverta Community Water District Standard Construction Specifications and to the latest edition of the County of Sacramento Standard Construction Specifications and all of its drawings. All work shall conform to the applicable local, state, and federal codes and specifications including OSHA. The Contractor shall be responsible for job safety and traffic control at all times. Project paving plans and project water valve location maps are included for reference. Existing water valve locations shall be recorded with a GPS survey by Contractor and as such, Contractor will be able to identify water valve locations at no cost to the District. Water valves shall be accessible to the District at all times during construction. Frames and/or covers that are deemed in need of replacement prior to commencing the lowering phase shall be documented by the Contractor. Contractor shall contact the District to request an inspection to observe the damaged frames and/or covers for concurrence. Frames and/or covers in need of replacement shall be provided by the District and installed by the Contractor at no additional cost.

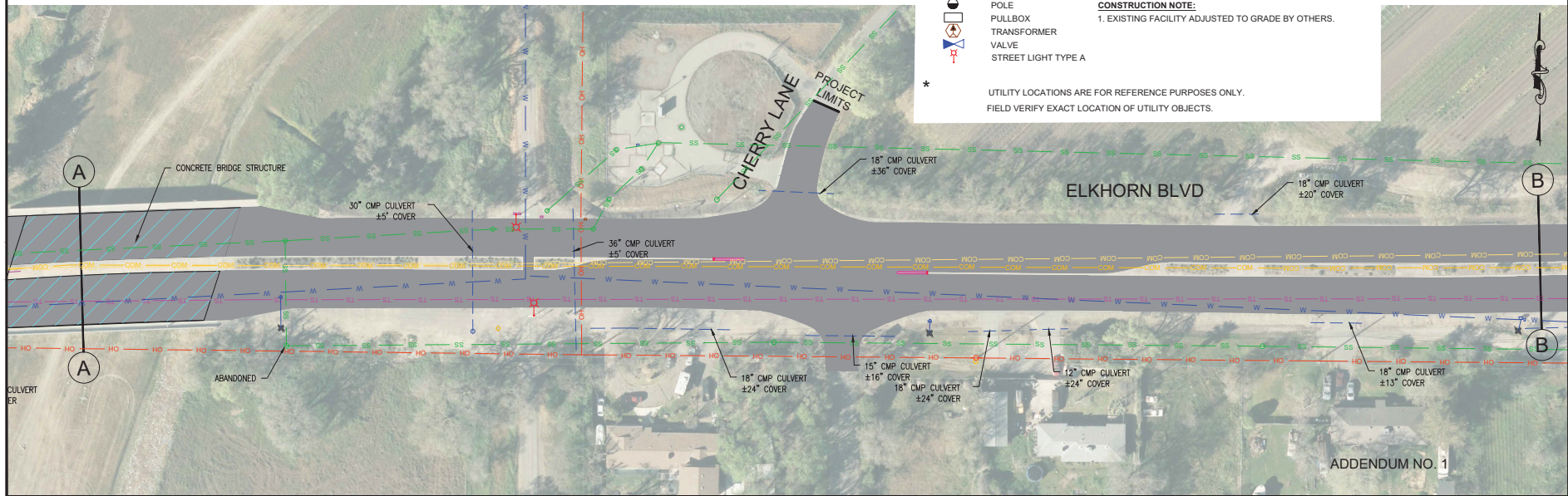
**Schedule:** It is anticipated that Contractor will commence lowering water valve boxes the week of June 3, 2024. For the purposes of this agreement, the Contractor shall complete adjusting (raising) all water valve boxes to grade within 30 calendar days after paving is complete.

**Budget:** The total budget for adjusting (lower and raising) up to 25 water valve boxes to grade is a not to exceed total of \$40,000.00. The unit price for lowering each water valve box is \$500.00 per box. The unit price for raising each water valve box is \$1,100.00 per box. Contractor shall only be compensated for water valve boxes actually lowered and raised.

### See the following attachments:

- Proposal from United Pavement Maintenance, Inc. dated 04/30/2024
- Project Paving Plans
- Project Water Valve Location Maps





**LEGEND:**

SYMBOL	UTILITY	UTILITY OWNER
	STORM DRAIN	COUNTY OF SACRAMENTO, DEPT. OF WATER RESOURCES (DWR)
	SANITARY SEWER	SACRAMENTO AREA SEWER DISTRICT (SASD)
	SANITARY SEWER	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (SRCS)
	GAS	PACIFIC GAS AND ELECTRIC (PG&E)
	ELECTRIC POWER	SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD)
	WATER	RIO LINDA WATER DISTRICT
	CABLE	TELECOMMUNICATIONS (ZAYO OR LUMEN)
	OVERHEAD UTILITY	JOINT ELECTRICAL OR COMMUNICATIONS
	STREET LIGHT	COUNTY OF SACRAMENTO, STREET LIGHTING
	TRAFFIC SIGNAL	COUNTY OF SACRAMENTO, TRAFFIC SIGNALS
	FIRE HYDRANT	
	METER PIT	
	POLE	
	PULLBOX	
	TRANSFORMER	
	VALVE	
	STREET LIGHT TYPE A	

**CONSTRUCTION NOTE:**  
1. EXISTING FACILITY ADJUSTED TO GRADE BY OTHERS.

\* UTILITY LOCATIONS ARE FOR REFERENCE PURPOSES ONLY.  
FIELD VERIFY EXACT LOCATION OF UTILITY OBJECTS.

DATE	
REVISIONS	
APPR.	

COUNTY OF SACRAMENTO COMMUNITY SERVICES AGENCY  
DEPARTMENT OF TRANSPORTATION

**UTILITY PLAN**  
AC OVERLAY 2023 PHASE D  
CONTRACT NO. 4575

ELKHORN BOULEVARD - 6TH STREET TO DRY CREEK ROAD

REGISTERED PROFESSIONAL ENGINEER  
DANIEL C. KAW  
C 4424  
EXP 06/2025  
STATE OF CALIFORNIA

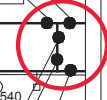
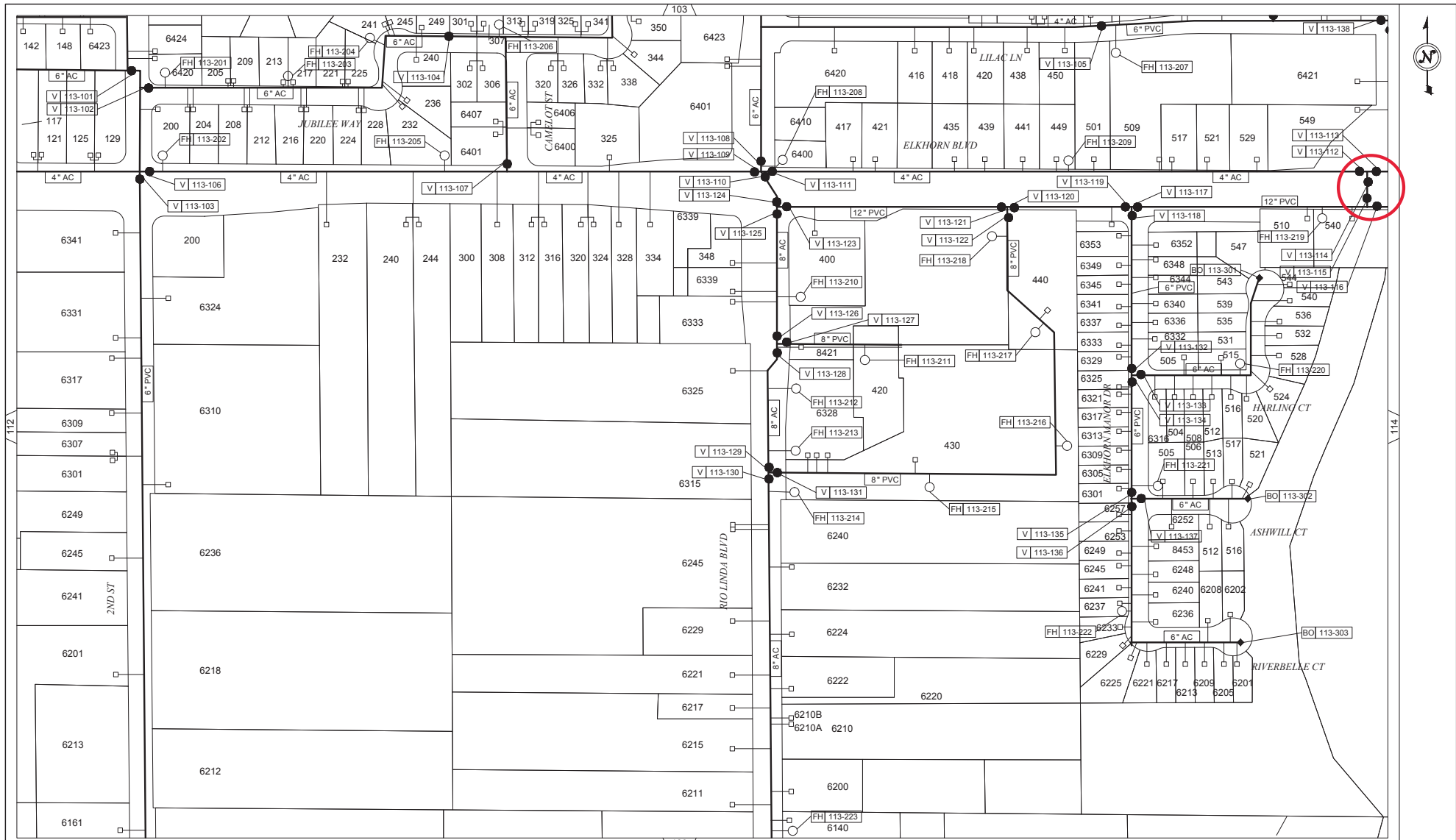
PREPARED BY DATE  
SURVEY: MA 08/2023  
DRAWN: DSL 08/2023  
DESIGN: DSL 08/2023  
CHECK: KAW 08/2022

SCALE  
HORIZONTAL: 1"=40'  
VERTICAL: 1"=40'  
INCHES  
0 40 80 FEET

DRAWING  
UTIL- 8 OF UTIL-16  
SHEET  
34 OF 42

ADDENDUM NO. 1





**AFFINITY**  
ENGINEERING  
3433 Mandi Gras Court, Rancho Cordova, CA, 95670  
www.affinityengineering.com

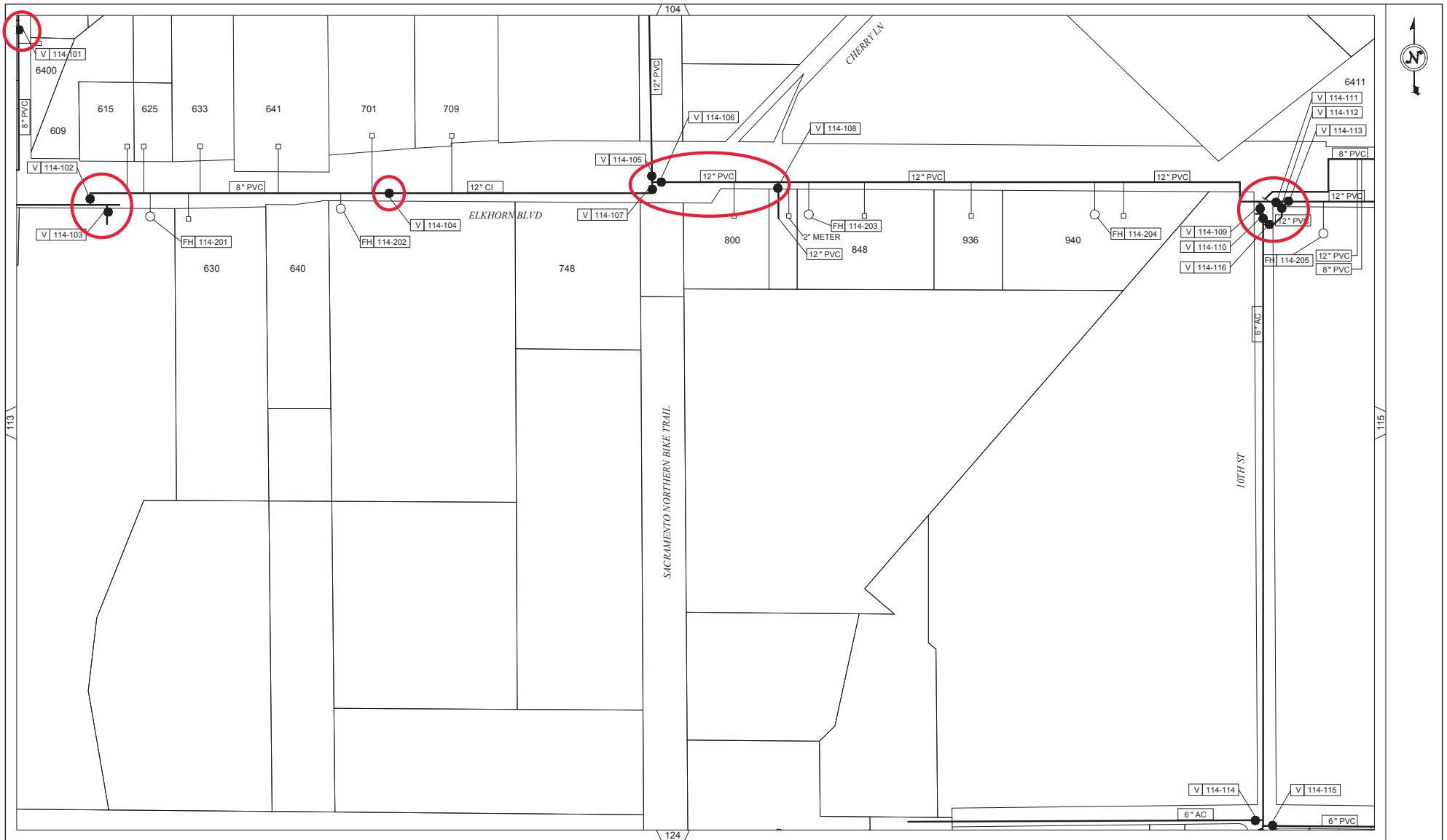
**Rio Linda/Elverta**  
**Community Water District**  
730 L Street  
Rio Linda, CA 95673

SCALE:  
1" = 100'  
**ATTENTION**  
LINE IS 2" AT FULL SIZE  
(SCALE ACCORDINGLY)

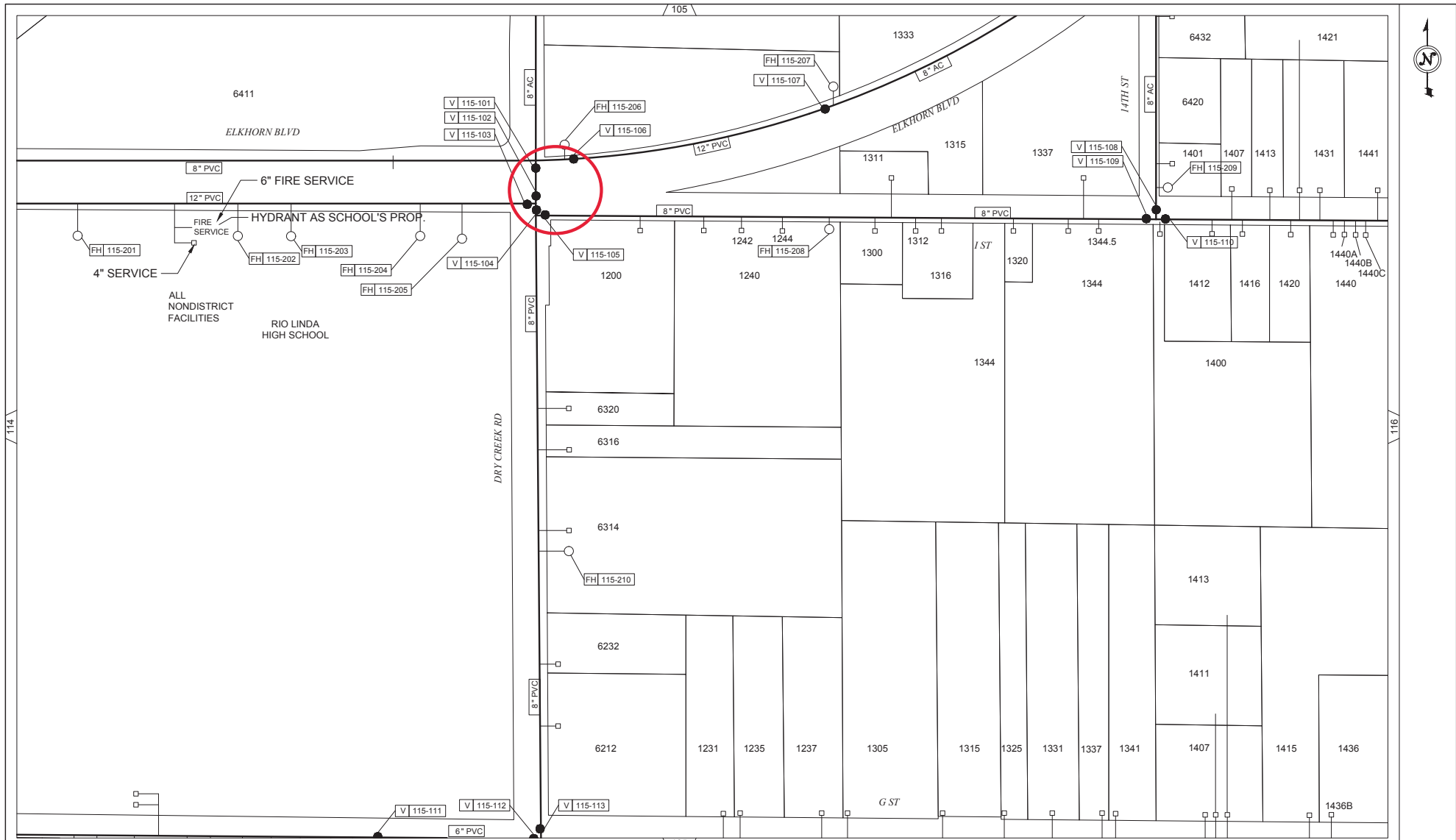
123

## Water Distribution System Map

MAP SHEET:  
**113**  
SEPTEMBER 2015









## Items for Discussion and Action

### Agenda Item: 4.5

**Date:** May 20, 2024

**Subject:** Consider Declaring Annual Doubtful Recovery Debt (continued from 4-22-2024)

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

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

The Executive Committee recommends the Board approve the list of doubtful recovery debt.

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

The District is a tax-exempt, non-profit government agency owned by the Rio Linda/Elverta community. When customers do not pay for the water services provided and for which the District has incurred costs (payroll, energy, materials, etc.), the District has an obligation to recover the costs via all reasonable methods. Otherwise, failure to collect the cost of providing service results in transferring the cost burden from the non-paying customers to the paying customers. Pursuant to statutory requirements and District policy, the District must make all reasonable efforts to recover the cost of providing service. The various means to compel payment include:

1. Discontinuation of service until the unpaid balance is addressed. (statistically the most effective, but now more complex with the implementation of SB 998.
2. Recording a lien against the property (effectiveness limited by property sale, many customers ignore the lien if sale of the property is not anticipated)
3. Direct Assessment places a charge directly on the property owner's tax bill. If the charge remains unpaid for several years, the County has the authority to auction off the property for at least the amount of unpaid taxes. (effective but limited to once per calendar year.

The District regularly performs all 3 methods described above. However, despite all reasonable efforts, sometimes the District cannot recover the cost of providing service within the time constraints and property ownership limitations. Circumstances leading to non-recovery of costs include; bankruptcy declarations, short sells and other means of transferring property ownership faster than the District can record liens, and failure by the District to exercise all reasonable efforts within the statutory time limits and/or pursuant to statutory requirements.

In the circumstances where the district cannot recover the cost of providing service, the District is compelled to declare the debt as “doubtful recovery” AKA write off (although the term write off is prone to connote the private sector accounting principle of writing off the loss as a tax deduction. The District, a tax-exempt entity, has no such benefit. Failure to declare doubtful recovery debt has the potential to lead to findings in our annual, independent audit because the District’s financial records could fail to reflect the District’s financial position fairly and accurately.

In response to comments at the 4-22-2024 Board meeting, the Executive Committee reviewed additional documents associated with the recorded liens and circumstances for property disposition that subjugate the District’s liens. Such documents are included as associated with this item.

**Conclusion:**

Sample Motion - Move to approve the list of doubtful recovery debt included as a document associated with this item.

**Board Action / Motion**

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

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

Account No.	Location No.	Status	Current	1-30 Days	31 - 60 D	61 - 90 Da	91 - 120	>120 Days	Balance
3075505	2210JUBILEE0WAY	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.29	\$139.29
3171100	3000MONTAGUE0WA	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.20	\$158.20
6128002	3210E0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$26.91	\$101.24	\$128.15
6134101	59240W02ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.51	\$164.51
8069106	4610SILVER0CRES	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137.86	\$137.86
9124002	5440M0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.93	\$12.93
11047000	4370L0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.82	\$115.82
11112005	660807TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.38	\$29.38
13022102	1320W0DELANO	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$236.84	\$236.84
13090003	84280MIGUEL	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$443.13	\$443.13
13141103	4190RAFAEL	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.51	\$26.51
13184000	78010ELWYN	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$79.71	\$79.71
14171103	67420SUN0ACER0W	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.42	\$10.42
17035000	7010ALBEMARLE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.50	\$36.50
18044102	69230DRY0CREEK	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309.62	\$309.62
18051305	11990O0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.35	\$13.35
20098104	10490OLD0MILLOW	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$340.50	\$340.50
20222002	8140SUN0VISTA0C	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,585.56	\$1,585.56
22043104	10280HAYER0CIR	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.47	\$170.47
24380001	17120E0ST	Final	\$0.00	\$0.00	\$0.00	\$355.23	\$6.00	\$310.40	\$671.63
24472001	17330G0STREET	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.89	\$21.89
24532100	14490I0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$98.48	\$98.48
25105202	5629020TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.63	\$17.63
25428000	6010026TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.51	\$15.51
25484003	6633024TH0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77.31	\$77.31
25540200	6703022ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.58	\$48.58
25554105	6525022ND0ST	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.21	\$12.21
26786000	6516014TH0STREE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.52	\$10.52
								<b>Total</b>	<b>\$5,112.51</b>

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Legal Issue e.g.:Bankruptcy, etc.

Search



### California Foreclosure: Second Mortgages and HELOCs

<https://www.nolo.com/legal-encyclopedia/what-happens-liens-second-mortgages-foreclosure.html>

#### **Priority Determines How Foreclosure Funds Are Distributed**

The priority of liens establishes who gets paid first following a foreclosure sale. "Senior" liens are paid before "junior" liens (those with lower priority).

After the first-mortgage lender forecloses, any surplus funds from the foreclosure sale after the foreclosing lender's debt has been paid off will be distributed to creditors holding junior liens, like a second-mortgage lender or judgment creditor (the person who sued you and won the judgment).

Example. Say the total debt owed on your first mortgage is \$200,000. You have a second mortgage on your home for \$40,000, and a creditor filed a \$10,000 judgment lien.

Your home then sells for \$250,000 at a foreclosure sale. The first-mortgage lender will be paid in full (\$200,000). The second-mortgage lender will be paid off as well (\$40,000). The judgment creditor will be paid whatever is left (\$10,000). In this case, all creditors were paid in full, and no debt remains.

But if the property had sold for only \$200,000 at the foreclosure sale, the total amount would go to the foreclosing lender. The second-mortgage lender and the judgment creditor would receive nothing, and their liens would be wiped out in the foreclosure. But that doesn't mean that those debts disappear.

## Chapter 7 Tax Sales

### Frequently Asked Questions (FAQ)

#### What is the purpose of a Chapter 7 Tax Sale?

The purpose of Chapter 7 Tax Sales is to collect unpaid property taxes. Offering tax-defaulted property for sale achieves this by either collecting the unpaid taxes from the proceeds of the sale, or by motivating the assessee to redeem the property in order to avoid losing it. Chapter 7 Tax Sales encompass public auction (in person and internet) or sealed bid.

#### How does a tax collector obtain the authority to sell a property at a public auction or sealed bid sale?

Under California statute, the tax collector has the authority to sell tax-defaulted property that is subject to the power to sell (Rev. & Tax Code, §3691). Written approval from the Board of Supervisors (Rev. & Tax Code, §3694) is required to sell property via public auction (Rev. & Tax Code, §3692), or by sealed bid (Rev. & Tax Code, §3692(d)), to the highest bidder at the time and place fixed for sale (Rev. & Tax Code, §3706).

#### When does a property become subject to the power of sale?

Property that has been tax-defaulted for five years or more, or three years or more in the case of nonresidential commercial property, are subject to the power of sale. If no bids are received at a tax sale, an attempt must be made to sell the property at intervals of no more than six years, until it is sold (Rev. & Tax Code, §3692(a)). Three years or more after a property has been tax defaulted, a person or entity that has recorded a nuisance abatement can request the tax collector to offer that property at the next scheduled sale (Rev. & Tax Code §3691). The three year mark also applies to a public agency or nonprofit that wants to bring a residential property to auction that will serve the public benefit (Rev. & Tax Code, §3692.4).

#### Who is eligible to purchase property at a public auction?

Generally, anyone (age 18 and over) who registers and, if required by the tax collector, provides a deposit can place a bid on a property, with a few exceptions. A tax collector and their staff conducting the sale are prohibited in participating in the tax sale (Gov. Code, §1090). In addition, the current owner is not allowed to purchase their own property below minimum bid (Rev. & Tax Code, §3698.5(d)). The tax collector may prohibit a bidder from bidding at a sale for five years if the tax collector has voided a previous sale due to the bidder failing to consummate the purchase (Rev. & Tax Code, §3456).

#### Who maintains a list of the available properties for an upcoming tax sale?

Properties that are available at upcoming tax sales may be viewed on the tax collectors website, free of charge.

#### Are Chapter 7 Tax Sale public auctions held in-person?

Chapter 7 Tax Sales can be held in a public space (in-person) or virtually (internet auction) if the tax collector has decided to do so. The tax collector may make computer workstations available to the public. If workstations are provided, their location must be advertised in the notice of intended sale (Rev. & Tax Code, §3704).

**What is a sealed bid?**

Tax-defaulted properties rendered unusable by their size, location, or other condition, may be offered under a sealed bid to owners of contiguous properties, or to holders of a predominant easement or right-of-way easement. After the tax collector notifies eligible bidders of a sealed bid, the bidders respond by mail with a bid price, the highest bidder purchases the property.

**Who is eligible to participate in a sealed bid?**

Owners of contiguous properties or holders of a predominant easement or right-of-way easement are eligible. When a partial interest in oil, gas, or mineral rights is to be sold, only owners having an interest in those rights may bid. The successful bidder will be required, by the tax collector, to submit a request to the assessor to combine the unusable property with the bidder's own contiguous property as a condition of sale (§3692(c)).

**If the highest bidder has failed to consummate the purchase, can the property be awarded to the second highest bidder?**

No, if the highest-bidder has failed to pay for the property, the sale is void. There are no provisions of law whereby the next highest bidder may be declared the purchaser.

**Is the county responsible for the foreclosures and eviction processes?**

No, the county does not handle foreclosure or eviction processes.

**Are mobile homes, equipment and other personal property located on the property part of the sale?**

No, personal property, such as mobile homes or equipment located on the property, are not a part of the sale. Unless the mobile home has a permanent foundation, you are bidding only on the land. Mobile homes are considered personal property unless they have a permanent foundation.

**Do liens or encumbrances on a tax-defaulted property transfer to the new owner after purchase of the property at a tax sale?**

Pursuant to Revenue and Taxation Code section 3712, the deed conveys title to the purchaser free of all encumbrances of any kind existing before the sale, except:

- a) Any lien for installments of taxes and special assessments which installments will become payable upon the secured roll after the time of the sale.
- b) The lien for taxes or assessments or other rights of any taxing agency which does not consent to the sale under this chapter.
- c) Liens for special assessments levied upon the property conveyed which were, at the time of the sale under this chapter, not included in the amount necessary to redeem the tax-defaulted property, and, where a taxing agency which collects its own taxes has consented to the sale under this chapter, not included in the amount required to redeem from sale to the taxing agency.
- d) Easements constituting servitude upon or burdens to the property; water rights, the record title to which is held separately from the title to the property; and restrictions of record.
- e) Unaccepted, recorded, irrevocable offers of dedication of the property to the public or a public entity for a public purpose, and recorded options of any taxing agency to purchase the property or any interest therein for a public purpose.

- f) Unpaid assessments under the Improvement Bond Act of 1915 [Division 10 (commencing with Section 8500) of the Streets and Highways Code] which are not satisfied as a result of the sale proceeds being applied pursuant to Chapter 1.3 (commencing with Section 4671) of Part 8.
- g) Any federal Internal Revenue Service liens which, pursuant to provisions of federal law, are not discharged by the sale, even though the tax collector has provided proper notice to the Internal Revenue Service before that date.
- h) Unpaid special taxes under Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311, or Part 1 of Division 2 of Title 5 of the Government Code) that are not satisfied as a result of the sale proceeds being applied pursuant to Chapter 1.3 (commencing with Section 4671) of Part 8.

A title search initiated at the prospective purchaser's expense should reveal any liens or encumbrances on a property in the tax sale.

**When does the right to redeem a tax-defaulted property subject to the tax collector's power to sell cease?**

The right to pay the taxes in full and costs, to avoid the sale of the property, ceases at the close of business (5:00 p.m.) on the last business day prior to the commencement date of the tax sale.

**Are properties sold at auction on an "AS IS" basis?**

Yes. All properties are sold "AS IS". Prospective bidders are urged to thoroughly research each property on which they plan to bid. Counties make no guarantee, expressed or implied, relative to the title, location or condition of the properties for sale. In addition, the counties assume no responsibility, implied or otherwise, that properties sold at a tax sale are in compliance with zoning ordinances, mining and reclamation regulations or that they conform to building codes, permit requirements or any other government regulation.





WHEN RECORDED RETURN TO:

Rio Linda/Elverta Community Water District  
 PO Box 400  
 Rio Linda, California 95673

Sacramento County  
 Donna Allred, Clerk/Recorder

Doc # **202105261599**

5/26/2021 1:41:31 PM

JLJ  
 Titles 1  
 Pages 2

Fees	\$0.00
Taxes	\$0.00
PCOR	\$0.00
Paid	\$0.00

**Exempt from fees pursuant to California Government Code Sections 6103 and/or 27383**

**CERTIFICATE OF LIEN  
 FOR DELINQUENT WATER CHARGES**

Consequent to unpaid water service charges, the Rio Linda/Elverta Community Water District hereby places a lien against the property herein listed. The amount of unpaid charges, together with processing costs, totals \$955.76. The authority to take such action is pursuant to **California Water Code Section 31701.7**, the Rio Linda Elverta Community Water District Ordinance 2008-02 Section 4.31.290 and Resolution 2018-04.

Lien is placed against property of:



Account #20222002

Located at:

814 Sun Vista Cr  
 Rio Linda, California 95673

Assessor's Parcel No.:

207 0261 033 0000

Legal Description:

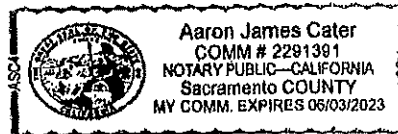
Tract: 72.07 Block: 3  
 RD-5 Unknown Zoning Descr  
 A1A Res, Single Family in Subdiv

Total Fees:

\$955.76

Witness my hand and seal of said District this  
 8<sup>th</sup> Day of March, 2021.

Timothy R Shaw, General Manager  
 Rio Linda / Elverta Community Water District



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Sacramento }

On 05/13/2021 before me, Aaron James Cater Notary Public  
(Here insert name and title of the officer)

personally appeared Timothy R Shaw  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature



(Notary Public Seal)

### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

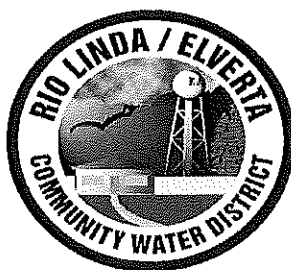
### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they-~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_



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

**Date:** May 20, 2024

**Subject:** Board Member Disciplinary Hearing Pursuant to Policy 2.01.400 (continued from 4-22-2024)

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

**Recommended Committee Action:**

The Executive Committee forwarded this item onto the April 22<sup>nd</sup> Board agenda.

**Current Background and Justification:**

The process for conducting Board Member disciplinary hearings is established in policy 2.01.400. The Notice of Disciplinary Hearing (included as a document associated with this item) was sent via certified mail to the affected Board Member on April 11<sup>th</sup>.

At the conclusion of the disciplinary hearing the Board may vote to censure the affected Board Member, or the Board may vote for a lesser form of discipline. If the Board opts for censure, the Board will direct staff to draft a Resolution of Censure. The affected Board Member cannot vote on this item.

**Conclusion:**

The Board should re-open the hearing, which began at the 4-22-2024 meeting. The affected Board Member provided written and oral testimony at the 4-22-2024 meeting. At the conclusion of the disciplinary hearing, the Board will vote on the form of disciplinary action.

**Board Action / Motion**

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

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

**Request for Disciplinary Hearing**

Sent: Wednesday, March 27, 2024 6:59 PM

Director Mary Garrison recently made contact with a union employee and made a quid-pro-quo request. She'd offer to push for a management position for an employee if they would provide schedule info on the other employees. Sounds a lot like a violation of Meyers-Milias-Brown Act (MMBA going forward)

As a representative of the rate payers I do not want this director's actions to put the district and especially the rate payers in jeopardy of a lawsuit from the union or any other organization or individual due to these actions. Director Garrison has repeatedly in the past taken actions that have been against board policy and her boundaries as a director. She should be censured in hopes that the public and other entities understand that the Rio Linda Elverta Community Water District, it's employees and directors do not condone these actions and behaviors. I would hope this could insulate us from litigation in the future.

Thank you,  
Anthony Cline

NOTICE OF BOARD MEMBER DISCIPLINARY HEARING  
RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
April 22, 2024 at 6:30 P.M.  
6730 Front Street, Rio Linda, Ca. 95673

NOTICE IS HEREBY GIVEN that at its April 22, 2024, Board meeting at 6:30 P.M., or at such date to which the Board may continue the matter, the Board of Directors of the Rio Linda/Elverta Community Water District (hereinafter "District") will consider disciplinary action against Director Mary Garrison pursuant to Section 2.01.400 of the policy manual. Pursuant to Section 2.01.420, you have the right to submit oral or written evidence at the hearing.

District staff has received requests from Board Members to consider against Director Mary Garrison. The allegations involve the following:

1. **Violations of the Meyers-Milias Brown Act, District Resolution 2018-09 and Multiple Elements of Policy 2.01.085 Code of Ethics-** Director Garrison engaged a union represented employee regarding wages, hours or working conditions without the presence of the employees' union representative. On March 18<sup>th</sup>, Director Garrison made an in-person, unscheduled visit to the District office. While there, in the absence of the General Manager and without notice to the designated employee representative, she engaged a union-represented employee. Director Garrison told the employee that the employee should be promoted to Office Manager (a non-existing position description). Then, Director Garrison requested work schedules for all District employees. Director Garrison then declared that she has changed her mind about not running for re-election in November, so that she may see to it that the General Manager is terminated.

In addition to being a violation of the Meyers-Milias Brown Act, and Resolution 2018-09, Director Garrison also offered to support an employee's promotion in exchange for information. Such conduct violates the Code of Ethics.

Director Garrison has previously been ordered to refrain from such conduct as illustrated by the May 2011 Grand Jury report, "*The attitudes of some board members towards the staff poison the relationship between general managers and staff. Board members have said, in public, that the staff was overpaid and lazy*". In Recommendation 5.1, the Grand Jury recommends, "*The Board, general manager and staff should make it a priority to restore mutual respect, trust and confidence*". In Recommendation 5.2, the Grand Jury recommends, "*The Board must refrain from interfering with the authority of the general manager, The Board must refrain from micro-managing*",

In its formal response to the Grand Jury in July 2011, the District accepted the above Grand Jury recommendations and committed to take actions to preclude recurrences.

2. **Violation of Policy 2.01.090, Email Policy.** On or about 2-29-2024, Director Garrison texted Director Cline regarding District business (see copy below). Using private text messages or private email addresses to discuss District Business is contrary to District Policy, impairs and adds costs to District staff's obligations to respond to public record requests, and has been a recurring practice by Director Garrison. Additionally, this specific aspect of board member email policy had been discussed at the Board meeting 3-days prior to this violation.

Mary Garrison texted on 2-29-2024 at 11:08 A.M.

*I followed up with the following text to Anthony... Communication is very important and I have tried to talk to you on several occasions, but you seem to avoid me. I wish you would've communicated with me before you requested it to be put on the agenda to have me removed as the board president... I was hurt, but I had to let that go... i'm not here to hurt your feelings and I'm not looking for agreement.... I'm looking for clarification. As board members we should be getting answers to where our money is going but when I bring up finances everybody gets their feelings hurt or think that I am attacking them... We need to do a better job at protecting the rate payers interest that we were elected to do... I was only trying to do my job nothing personal... Anthony you're good with numbers and have your own business such as myself... why did you wait so long before this become an issue to the point where nobody knows what's going on. that's the reason that I requested your board compensation... This should've been brought up much much sooner. You said you only collected a couple hundred dollars... However the attached document that you were referring to shows... Anthony Cline executive committee was paid \$1000-\$2000 in 2023. I will continue to seek clarification on financial issues, to do the job that I was elected to do. So where do we go from here?*

Not only has the Board discussed Director Garrison's recurring non-compliance with policy 2.01.090, but the violations have been a component of a public records act request from Teamsters Local 150, the designate representative of the general employee unit.

Attachments:

- Resolution 2018-09
- District Policy Section 2.01.400
- District Policy Section 2.01.090
- District Policy Section 2.01.085
- Written Board Member Request for Disciplinary Hearing

**From:** Alan Daurie  
**Sent:** Thursday, April 18, 2024 8:34 AM  
**To:** Tim Shaw <[GM@rlecwd.com](mailto:GM@rlecwd.com)>  
**Subject:** Please forward this email to the Board for their upcoming disciplinary hearing action on April 22, 2024

Tim Shaw,  
General Manager

Please send this email to the Board on behalf of Teamsters Local 150 and our members that we represent at your water district.

Teamsters Local 150 and its members are aware of the incident on March 18, 2024, involving the unfair labor practice discussing hours and working conditions with a union member. This is a repeat of Mary's previous violation of the Meyers Miliias Brown Act (MMB). We would like to be notified of the outcome of the disciplinary hearing of Mary (Harris) Garrison on April 22, 2024 and hope that the Board will take the appropriate action.

Sincerely,  
Alan Daurie,  
Business Agent  
Teamsters Local 150



Teamsters Local 150

**Alan Daurie**  
Business Agent  
Phone: 916-392-7070 Ext. 24  
7120 East Parkway  
Sacramento, CA 95823  
[www.teamsters150.org](http://www.teamsters150.org)

**RESOLUTION NO. 2018-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIO LINDA/ ELVERTA COMMUNITY WATER DISTRICT ESTABLISHING A PROTOCOL FOR THE BOARD OF DIRECTORS ON MATTERS SUBJECT TO MEET AND CONFER**

*WHEREAS*, the Rio Linda Elverta Community Water District ("District") has commenced labor negotiations with Teamsters Local 150, the exclusive bargaining group of the District; and

*WHEREAS*, the Rio Linda Elverta Community Water District Board of Directors ("Board") wishes to establish a protocol which regulates the manner in which members of the Board interact with employees, employee organizations, or representatives thereof during the negotiating process; and

*WHEREAS*, the District believes it is necessary to clarify the role of each Board member with regard to contact with employees and employee organizations during negotiations; and

*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;



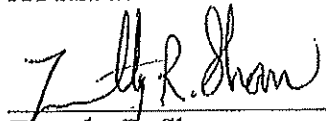
Rio Linda / Elverta Community Water District  
Resolution No. 2018-09


- To perform each Board members' fiduciary responsibility to the taxpayers by taking all fiscal and comparative data into consideration prior to making compensation decisions.

**APPROVED AND ADOPTED** by the Board of Directors of the Rio Linda / Elverta Community Water District on this 19th day of November 2018. By the following vote: 5-0-0

AYES: Brent Dills, Paul Green Jr., Mary Harris, Mary Henrici, John Roldilla  
NAYS: None  
ABSENT: None  
ABSTAIN: None

ATTEST:

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

  
\_\_\_\_\_  
Mary R. Harris  
President, Board of Directors

**2.01.400 COMPLIANCE AND ENFORCEMENT**

*(Per Res. 2007-02 Repealed and replaced Resolution 2015-02 approved 7/20/2015)*

**2.01.405 Purpose.**

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors as set forth in this Chapter 2.01. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government. Policy Manual – Revised 7-18-22

**2.01.410 Responsibility to Intervene.**

The chairs of committees, the Board President and all Board and committee members have the additional responsibility to intervene when actions of Directors that appear to be in violation of this Chapter are brought to their attention.

**2.01.415 Grounds for Disciplinary Action.**

The failure of a Director to comply with the provisions of this Chapter or Chapter 2.30 shall constitute grounds for disciplinary action against him/her. Any Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this Chapter or any other portion of the Policy Manual.

**2.01.415 Disciplinary Actions.**

The Board may impose the following disciplinary actions on a Director found to have violated the Policy Manual, depending upon the severity or frequency of the violation:

1. Admonishment. An admonishment is appropriate for allegations of a violation of law or city policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.
2. Reprimand. A reprimand is appropriate when the council finds that a councilmember has committed misconduct but determines that the misconduct does not rise to the level of requiring censure.
3. A censure is a formal resolution to reprimand an individual for misconduct and is a disciplinary action.

**2.01.420 Notice.**

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

**2.01.425 Participation of Director who is Subject to Disciplinary Action.**

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaizing the hearing and adopting a Resolution of Censure.

**2.01.430 Opportunity to be Heard.**

At the disciplinary action hearing, the Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if he/she so chooses. The hearing may be continued from time to time at the discretion of the Board.

**2.01.435 Resolution of Censure.**

If, at the close of the disciplinary action hearing, the Board finds that the Director's conduct does not comply with the District's standards, the Board may direct staff to prepare a resolution of censure which may include the imposition of sanctions against the Director as a majority of the Board deems appropriate. Such sanctions may include removal from a committee and restrictions on District-related travel privileges. At the next Board Policy Manual – Revised 7-18-22 meeting, the Board may consider and adopt the Resolution of Censure including any sanctions imposed by the Board.

**2.01.440 Alternative Discipline.**

If the Board finds that a Director or Directors has violated the Policy Manual, but the violation does not rise to the level requiring formal censure, the Board may impose an admonishment or reprimand.

**2.01.445 No Basis for Challenging a Board Decision.**

A violation of this Chapter shall not be considered a basis for challenging the validity of a Board decision.

**2.01.450 Conflicts.**

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

**2.01.090 Email Accounts**

*(Approved 12/6/2010)*

In order for the public to contact the Board of Directors each Director must establish an email account through the District's server. It is required that all Directors use their District email addresses instead of personal private email accounts for District business. An email account will be assigned to Board members as they take office.

*(Approved by 4/16/2018 Board Minutes)*

Director correspondence on matters of District business which are conducted using text messaging are to be copied (e.g. using the multiply recipients feature in text messaging) to the following District e-mail address: PRA@RLECWD.COM. This email account will not be routinely monitored but will be reviewed by appropriate staff if the District receives a Public Records on Private Accounts request. Directors are thereby enabled to delete their text messages on their personal devices after copying the text to the email address stipulated above. The settings of this email account will be such that messages greater than one year old, will be deleted to conserve resources. Director written correspondence regarding District business on social media, e.g. Facebook Private Messaging, Twitter, Instagram etc., are prohibited due to the impracticality of compliance with Public Records on Private Accounts requests when using such correspondence methods.

**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.
8. Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided.
9. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action Directors should commit to supporting said action and not to create barriers to the implementation of said action.
10. The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.
11. Directors should develop a working relationship with the General Manager wherein current issues, concerns, and District projects can be discussed comfortably and openly.
12. Directors should practice the following procedures while working with the General Manager, District staff, and District constituents;
  - (A) In seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
  - (B) In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager or delegated District staff.
  - (C) In handling items related to safety, concerns for safety or hazards should be reported to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
  - (D) When approached by District personnel concerning specific District policy, Directors should direct inquiries to the appropriate staff supervisor. The chain of command should be followed.

Policy Manual – Revised 7-18-22



**Information Items  
Agenda Item: 5.1**

**Date:** May 20, 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

# RIO LINDA/ELVERTA C.W.D. 2024

## REPORT OF DISTRICT OPERATIONS

### SOURCE WATER DATA

40

#### Water Production (Million Gallons)

January	February	March	April	May	June	<b>Year To Date</b>
38.9	36.8	40.5	48.7			
38,888,906	36,769,694	40,533,124	48,656,766			
July	August	Sept.	Oct.	Nov.	Dec.	<b>Year To Date</b>

		Monthly Total		
Gallons = Multiply M.G. by:	1,000,000	48,656,766	Gallons	164,848,490
Cubic Feet = Divide gallons by:	7.48	6,504,915	Cubic Feet	22,038,568
Hundred Cu Ft. = Divide cu. ft. by:	100	65,049	Hundred Cubic Feet	220,386
Acre Ft. = Divide gallons by:	325,829	149.33	Acre Ft.	508

### DISTRIBUTION SYSTEM DATA

Water Quality Complaints						Complaints Total - (Low Psi Complaints)						<b>Year To Date</b>
January	February	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	
2 - (2)	1 - (1)	2 - (2)	0									
												5

#### New Services

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

#### Distribution System Failures/Repairs

Deterioration April 1 thru 30	7	23
Damaged April 1 thru 30	0	0

#### Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	20	72
Raw Water Bacteriological Samples (at Wells)	0	13

#### April 1, 2024 - April 30, 2024

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

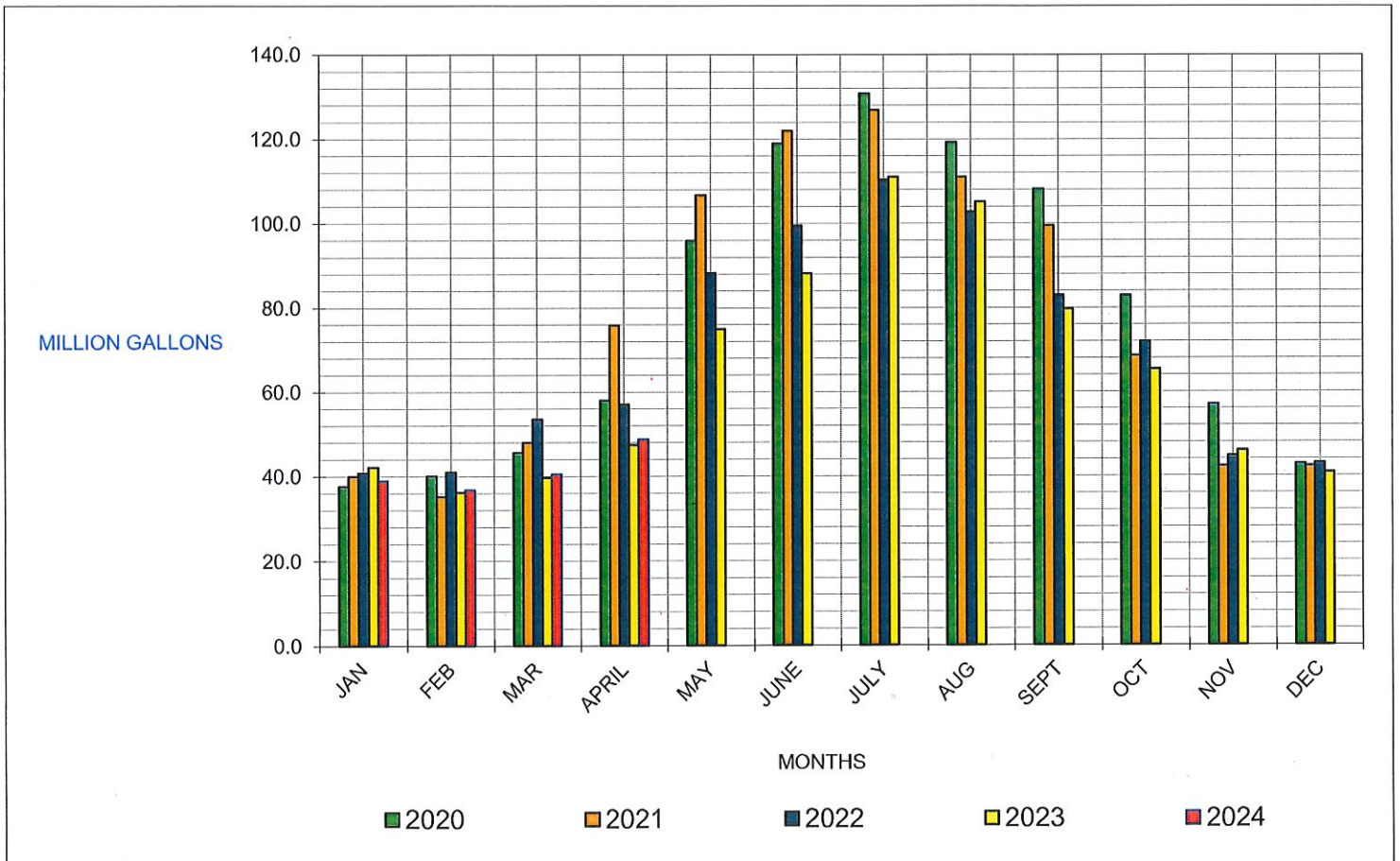
Work Orders Issued - 34	Work Orders Completed - 27	USA's Issued - 145
Change Out Meter - 3	Change Out Meter - 2	<b>WORK ORDERS ISSUED:</b> All work orders issued during the current 1 month reporting period. (April 2024)  <b>WORK ORDERS COMPLETED:</b> All work orders completed during the 1 month reporting period. (April 2024) Includes any work orders issued in prior reporting periods that were completed in the current reporting period.
Repair or Replace Box - 1	Conservation - 1	
Conservation - 1	Get Current Read - 2	
Get Current Read - 2	Line Leak - 3	
Hydrant Repair - 1	Other Work - 2	
Line Leak - 3	Possible Leak - 12	
Other Work - 2	Pull Meter - 1	
Possible Leak - 12	Tag Property - 1	
Pull Meter - 1	Turn Off Service - 2	
Repair - 1	Turn On Service - 1	
New Service Quote - 1		
Tag Property - 1		
Turn Off Service - 4		
Turn On Service - 1		

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

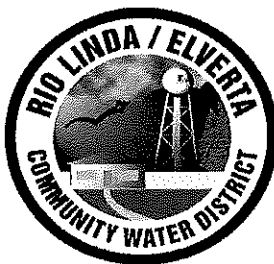
### WATER PRODUCTION

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		91.4	0.0	0.0	0.0	0.0	
JUNE	118.9	121.9	99.4	88.1		107.1	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	
<b>TOTAL</b>	<b>936.2</b>	<b>917.3</b>	<b>835.0</b>	<b>775.5</b>	<b>164.9</b>	<b>866.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

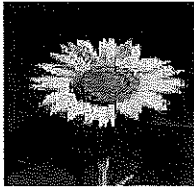






**PENDING AND COMPLETED ITEMS  
5-20-2024 BOARD OF DIRECTORS MEETING**

1. **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**
2. **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**
3. **Cathodic protection system on the elevated water storage tank.** – There is an item on the 5-20-2024 Board agenda to consider engaging Two Brothers Cathodic Services to repair the system on the elevated storage tank. - **Pending**
4. **Submittal of the Water Use Efficiency Objective AND SB-606 and AB-1668 planning for compliance** – The District submitted its preliminary Water Use Efficiency Objectives report on December 30<sup>th</sup>. The report will need to be substantively expanded when the state finalizes the standards in July 2024. - **Pending**
5. **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**
6. **Mandated Board Member Training** – One Board Member remains overdue for mandatory training, the Board adopted a policy revision to compel compliance. - **Pending**
7. **Cost of Service Reductions to Mitigate Inflation** –Staff continues to seek out inflation mitigation measures. The more recent focus on mitigation measures on costs for the network fileserver. Additionally, the District is discussing changing the cell phone service provider. -**Pending**
8. **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**
9. **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. Staff and the Contract District Engineer are coordinating the submittal. - **Pending**



## Conservation Report

### April 2024



<b>Supplies (kits):</b>	Shower heads(1) Kitchen Aerators(0) Bathroom Aerators(0) Shower Timer(0) Nozzle(0) Toilet Tabs(16) Moisture Meters(1) Water Bottles(0) Toilet Tummy(0) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0)
<b>Water Waste</b> (calls, emails, letter, leaks detected, and fixed):	1 Water Waste Letter(s) 215 contacts about possible leaks using the AMI system - 13 were called, 0 was mailed, 202 was emailed, 0 tag was hung 67 were confirmed resolved
<b>Water Schedule:</b>	given to customers with all violation letters and new applications
<b>Surveys</b>	0
<b>Workshops, Webinar, Meetings:</b>	<ul style="list-style-type: none"> <li>● RWA Water Efficiency: Briefing on 2024 Outreach Program</li> </ul>
<b>Fines:</b>	None
<b>Other Tasks:</b>	<ul style="list-style-type: none"> <li>● Assisted with new customers</li> <li>● Created/completed work orders</li> <li>● Disconnect properties with no service application</li> <li>● Notified and offered customers the ACH payment method</li> <li>● Closed accounts and final billed customers</li> <li>● Mailed out application requests to new owners</li> <li>● Scanned and uploaded documents into UMS</li> <li>● Verbal Demands</li> <li>● Created Report for High Usage Exceptions</li> <li>● Emailed Customers about declined autopayments</li> </ul>
<b>Grant Updates:</b>	None



**Information Items**  
**Agenda Item: 5.2**

**Date:** May 20, 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

45  
May 8, 2024 @ 6:00 P.M.

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 annual pipe replacement program, renewing the County encroachment permit, and planning for hexavalent chromium treatment. Staff also reported on a commercial development near Well #15.</i>	
2.	Discuss the Next Scheduled County Paving Evolution Requiring District Valve Box Lowering/Raising.
<i>The Contract District Engineer presented his written report and summarized the past evolutions of County repaving evolutions. The Contract District Engineer illustrated the timing of this iteration of repaving. Staff summarized the worst-case scenario, which entails the County paving over the valve boxes. Director Cline asked about the omission of a typical clause in the Draft Professional Services Agreement regarding hazardous materials, which is not applicable for this scope of work.</i>  <i>The Executive Committee forwarded the Professional Services Agreement onto the May 20<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i>	
3.	Discuss Options for Cathodic Protection System Replacement for Elevated Water Storage Tank.
<i>The General Manager presented his written report and described the District's positive experience with Two-Brothers Cathodic Protection. The Contract District Engineer summarized the RFP process. Director Cline asked about the estimate provided by Two Brothers Cathodic Protection.</i>  <i>The Executive Committee directed staff to prepared a standardized professional services agreement for Cathodic Protection System replacement on the elevated water storage tank for consideration by the Board at the May 20<sup>th</sup> meeting. The Executive Committee recommends the Board approve the Professional Services Agreement.</i>	
4.	Continue Discussing the Annual Doubtful Recovery Debt Declaration.
<i>The General Manager presented his written report and expounded on the circumstances involved for the debt associated with 8140 Sun Vista. The General Mager additionally emphasized the guidance from the California State Controller's Office and the lien recorded on former owner of the property.</i>  <i>The Executive Committee acknowledged that this item has already been directed (continued) by the Board to be considered at the May 20<sup>th</sup> Board meeting. The Executive Committee recommends the Board approve the annual list of doubtful recovery debt.</i>	

5. Discuss Updated Water Loss Submittal Due 7-1-2024.
<p><i>The General Manager presented his written report. The Contract District Engineer recounted his process in submitting a preliminary report in December 2023. The Committee discussed the budget of completion of this mandate, the state's objective for the mandate and the task order process delineated in the contract for the Contract District Engineer. The Contract District Engineer indicated he needs more review of the recently published water loss standard before he can estimate the time (and thereby estimate the cost) for completing the mandated submittal.</i></p> <p><i>The Executive Committee forwarded this item onto the May 20<sup>th</sup> Board agenda. If the estimated cost triggers Board consideration of the task order, then the Committee recommends Board approval.</i></p>
6. Discuss Printing Additional Hardcopies of District Meeting Packets.
<p><i>The General Manager presented his written report and explained the elements evaluated in the estimated average cost for printing hard copies of public meeting packets (approximately \$12 per copy). The Committee discussed the number of times the printed packets go unused, thus representing a waste of ratepayer/taxpayer dollars.</i></p>
7. Discuss Expenditures for March.
<p><i>The Executive Committee forwarded the March Expenditures onto the May 20<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>
8. Discuss Financial Reports for March.
<p><i>The Executive Committee forwarded the March Financial Report onto the May 20<sup>th</sup> Board agenda with the Committee's recommendation for Board approval.</i></p>

**Directors' and General Manager Comments:**

X – Reminder About Changed Date for May 2024 Board Meeting. *No discussion.*

Y – Reminder About Continued Board Member Disciplinary Hearing. *No discussion.*

Z – District Policy 2.01.075, Attendance at Meetings. *Director Cline asked if this item was in response to his recent absence. The General Manager clarified that a public member at the April 22<sup>nd</sup> meeting erroneously asserted that a District Ordinance stipulates that a Board Member who misses two meetings is subject to being removed from the Board. The false assertion was corrected at the meeting. This item was to document the actual District policy for Board Members's anticipated absence from meetings.*

**Items Requested for Next Month's Committee Agenda: None.**

**Adjournment: 6:50 P.M.**