

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

September 20, 2021 (6:30 p.m.)
Visitor's / Depot Center
6730 Front Street
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE LIMITATIONS PURSUANT TO CURRENT STATE AND COUNTY GUIDELINES. ALL IN-PERSON ATTENDEES ARE REQUIRED TO WEAR MASKS PURSUANT TO THE SACRAMENTO COUNTY PUBLIC HEALTH ORDER.

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

2. PUBLIC COMMENT

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

3. PUBLIC HEARING to consider adopting FY 2020/2021 Budgets

3.1. Open Public Hearing

3.2. FY 2020-21 Operating and Capital Budget

3.3. Public Comment

3.4. Close Public Hearing

3.5. Consider Adoption of Resolution No. 2021-04 FY 2020-21 Operating and Capital Budget

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

4.1. Minutes

The Board is being asked to approve the Minutes from the August 16, 2021 Regular Board Meeting.

4.2. Expenditures

The Executive Committee recommends the Board approve the July 2021 Expenditures.

4.3. Financial Reports

The Executive Committee recommends the Board approve the July 2021 Financial Report.

REGULAR CALENDAR

5. ITEMS FOR DISCUSSION AND ACTION

5.1. GM Report.

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

5.2. District Engineer's Report.

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

5.3. Consider approving the Request for Proposals (RFP) for professional services to draft the RLECWD 2020 Urban Water Management Report.

5.4. Status Report on Engaging Professional Services for Pipe Replacement Project.

5.5. Consider approving the small-scope engagement contract with Affordable Heating and Air to replace the dysfunctional 1986 3-ton AC/Heat Pump package unit.

5.6. Consider nominating any interested RLECWD Board Member(s) to participate in the Sacramento LAFCo elections.

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

6. INFORMATION ITEMS

6.1. District Activities Reports

6.1.1. Water Operations Report

6.1.2. Leak Repair Status Report

6.1.3. Completed and Pending Items Report

6.2. Board Member Reports

6.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065

6.2.2. Sacramento Groundwater Authority – Harris (primary), Reisig

6.2.3. Executive Committee – Jason Green, Robert Reisig

6.2.4. ACWA/JPIA – Ridilla

6.2.5. Sacramento County LAFCo, Special Districts Advisory Committee – Reisig

6.2.6. MOU Renewal Negotiating Ad Hoc – John Ridilla, Robert Reisig

7. Public Comment Prior to Closed Session

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

8.1. CONFERENCE WITH LABOR NEGOTIATORS - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw.RLECWD Employee General Unit, Teamster Local 150: MOU renewal negotiations.

9. RECONVENE IN OPEN SESSION

9.1. Announce any reportable actions authorized in closed session.

10. DIRECTORS' AND GENERAL MANAGER COMMENTS

11. ADJOURNMENT

Upcoming meetings:

Executive Committee

October 4, 2021, Monday, 6:00 pm Visitors / Depot Center, 6730 Front St. Rio Linda, CA

Board Meeting

October 18, 2021, Monday, 6:30 pm Visitors / Depot Center, 6730 Front St Rio Linda, CA.



Operating and Capital Budget

Fiscal Year July 1, 2021 – June 30, 2022

Budget prepared by Timothy Shaw, General Manager, District Staff, and District Engineer

9/20/2021 · Original Adoption

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EXECUTIVE SUMMARY

September 20, 2021

Board of Directors
Rio Linda Elverta Community Water District

I hereby submit the Rio Linda/Elverta Community Water District's Fiscal Year 2021-2022 Operating and Capital Budget. The budget document provides detailed information about the District's revenue and expenditure forecast for the next fiscal year and addresses the main points and major decisions made in compiling the budget.

The District's overall operation is achieved, in part, by regularly reviewing its goals, compliance mandates and means to accomplish such goals and mandates. These relationships are considered during the budget development process to provide the basis for prioritizing efforts, activities, needs, human resources, and financial resources.

Monitoring the budget and responding to both anticipated and unanticipated events is a continuous process. The District maintains a proactive response in regularly performing budget reviews if adjustments are required. The District amended its budget adoption policy in 2019 to:

- Associate the public hearing / public notice requirement with the final budget adoption (in August) instead of the preliminary budget adoption (in May).
- Allow for minor budget revisions by the General Manager where the overall spending is not increased. Examples include moving funding from a relatively over-funded line item to an under-funded line item.

The pending hexavalent chromium (Cr+6) Maximum Contaminant Level (MCL) and other mandates continue to influence our operating and capital budgets. The District's current rate structure (adopted August 2021 partially provides funding for operating costs to comply with anticipated re-adoption of the Hexavalent Chromium Maximum Contaminant Level or MCL whereas the 2016 rate structure did not provide any additional funding for operating costs associated with treating drinking water to remove Hexavalent Chromium. Additionally, the rates analysis for the 2016 rates presumed the District would receive Cr+6 mitigation funding through grants and low interest loans, which assumed that the District would qualify as a Disadvantaged Community (DAC). The District is **not currently** eligible by the definitions and requisites established by the California legislature for DAC funding because the median household income for the service area is above the income defined to be disadvantaged. Consequently, the District narrowed its Cr+6 mitigation efforts to two projects, Well #16 Pumping Station, recently completed, and a future wellhead treatment project using ion exchange treatment of existing groundwater facilities.

The District secured a loan from Pacific Premier Bank (previously OPUS Bank) using Surcharge #2 as debt service. The construction of the Well #16 Pumping Station was completed in the summer of 2021. Construction of the Well #16 facility, which produces drinking water with hexavalent chromium substantially below the anticipated re-adopted MCL. To supplement the current rate structure for Cr+6

mitigation infrastructure, staff continues to stay abreast of additional funding opportunities as may materialize by legislative or other action.

In 2019, the District adopted the Capital Improvements Projects List. Such action by the District enables capital budget adoption based on actual projected capital improvement needs instead of the former basis, which was essentially an arbitrary basis formerly associated with an enforcement provision (compliance order). The improved basis for capital budget presents focus, clarity, and transparency. Since the ultimate sources of funding for the capital budget is the operating budget, the two are inextricably linked; benefits to one transcend to the other. Lastly, the cumulative capital budget funding from prior years has been applied to the current capital budget. This provides a realistic gauge of the timing (e.g., when each project will achieve full funding) and annual contribution needed to bring each capital improvement project to fruition. Looking ahead, the District needs to extend this project specific capital budgeting process to include replacing essential, assets, e.g., network servers, vehicles, and mandated planning document (UWMP and Master Plan) updates/renewals.

The District amended its finance policies to reflect statutory requirements and staffing realities. The previous finance policies were adopted after significant findings in annual independent audits performed in 2011 and 2012. The previously adopted finance policies assumed the District staff and/or consultants included the services of a properly credentialed finance officer. The new policies simplify the District's investment options, which are now the right tool for the job. The previous funding for retiree medical was transitioned to the California Employers Retiree Benefit Trust (CERBT), which is generating higher dividends than the prior investment tool. The District's capacity fees were transferred to our Local Agency Investment Fund (LAIF). Capacity fees are by statute "restricted" and should not have been comingled with District capital improvement funds. This will enable required statutory reporting of capacity fee account status. Only the Board, at properly noticed public meetings, can make changes to the District's investments.

In the near future, several laws already signed by the Governor have current and future increases in operating cost to the District. Some new laws have direct financial burdens and others have burdens via increased demands for staff time by requiring additional reporting and more complex compliance elements. Among these new laws are SB-998, SB-555, SB-606 and AB-1668. The District has partially mitigated the costs and personnel burdens from SB-998, the new requirements for discontinuation of residential water service for non-payment. The District hopes to similarly offset the cost burdens associated with SB-555, the water loss audit and audit validation mandates, by collaborating with neighboring water agencies to share the costs for compliance. Collaboration studied and a corresponding report published via an organization, the Sacramento Regional Water Utilities, the District already participates with.

The rate structure adopted by the Board in August 2021 is designed for compatibility with new mandates, limits and requirements including the mandates for water loss (SB-555) and water efficiency (SB-606, AB-1668). and mandatory conservation (SB X 7,7).

The District withdrew its membership in the Regional Water Authority (RWA) in May 2020. The roughly \$17,000 withdrawal liability will be offset by no longer paying membership operating costs in RWA. After

approximately two fiscal years of not paying RWA annual membership costs, the District will recover the withdrawal liability.

The District is required to contribute approximately \$30,000 in annual administrative membership dues this fiscal year to the Sacramento Ground Water Authority (SGA) to remain in good standing. The SGA is a Joint Powers Authority (JPA) created to manage and maintain the long-term sustainable yield of the American River North Basin and facilitate the implementation of an appropriate conjunctive use program by water purveyors. SGA has been granted extensive powers and functions to accomplish its sustainable groundwater management mission.

Along with SGA, other water association memberships for the District include Association of California Water Agencies (ACWA), California Special Districts Association (CSDA), and California Rural Water Association (CRWA). We can expect an increase in annual dues from these associations due to inflation. We can also expect beyond inflation increases in property and workers compensation insurance due to the impact of COVID-19 and wildfires on the insurance industry. The increases in funding for SGA also goes beyond inflation. SGA's operating cost increases also reflect SGA staff additions associated with Groundwater Sustainability Act mandates and an adopted SGA policy for steadily eliminating unfunded pension liabilities.

The District also took actions in the spring of 2021 to decrease its pension unfunded accrued liability by an internal loan, which provides savings in the form of much more favorable funding terms compared to CalPERS.

In summary, the budget reflects the Board of Directors' priorities and goals which are conveyed to staff and more thoroughly conveyed in the Board's adoption of the Strategic Plan. The budgeting process continues to improve, and the staff has embraced cost avoidance strategies to improve the District's fiscal status wherever feasible. We are taking advantage of joint powers purchasing agreements available only to government agencies. The District is purchasing fuel without the charge for excise taxes, and purchasing equipment to reduce long-term costs. The District is outsourcing where the total cost supports such. We have implemented contract improvements to exercise greater control and focus on our engineering needs. The District has embraced a completed staff work approach to assure elements are not overlooked and future obligation have a greater amount of lead time for planning and funding.

The momentum of improvements in the budget and financial polices is continuing at the District. Sustaining such improvements would not be possible without the cohesiveness of the District Board and staff working toward common goals.

Sincerely,

Timothy R. Shaw, General Manager

UNDERSTANDING THE BUDGET DOCUMENT

On an annual basis, the District's Board of Directors adopts a budget for the subsequent fiscal year. The budget is an instrument used by management to present the proposed plan of financial operations of the District to the Board of Directors. The budget incorporates Operating, Capital, and includes all supporting statements, details, summaries, and other information deemed appropriate by the General Manager.

The budget is divided into several sections as follows:

INTRODUCTION This section contains a description of the District and its organizational structure and budget process.

OPERATING BUDGET This section describes the philosophy and process used to develop the operating budget.

CAPITAL BUDGET This section describes the philosophy and process used to develop the capital budget.

GLOSSARY This section contains a description of the District and its organizational structure and budget process.

Budgetary Control and Process

Budgetary Control

The District prepares budgets as a matter of policy and financial control. The budget is a financial plan detailing operating expenses, capital infrastructure investments, debt obligations, and designation of reserves. The following items are reviewed as part of preparing the budget:

- Assess current conditions and needs, including system quality and safety.
- Develop goals, objectives, policies, and plans based upon the assessment.
- Prioritize projects and develop work programs, based upon short-term and long-term cost effectiveness.
- Implement plans, policies, and assess shortcomings.

Budget Process

The District follows an incremental budgetary process (see glossary), which is prepared on a cash basis and is used as a management tool for projecting and measuring revenues and expenses. To commence the process, the Finance committee provides an extensive review of the proposed budget. After review, the District invites customers to a public hearing so that the District can provide budget information and receive feedback. Public hearings are designed to educate and inform customers about the District's financial operations and requirements. It is during this forum that the budget is adopted by Board of Directors.

To summarize, the District's guideline for its policy, procedures, and timeline involved in creating and approving the annual budget is outlined below.

PRESENTATION AND REVIEW

In June of each year, the General Manager shall present the draft budget documents to the Board of Directors, including the "Preliminary Budget, for the following fiscal year. The Board may adopt the Preliminary Budget and schedule a Public Hearing for consideration of the Final Budget (typically August regular Board of Directors meeting).

PUBLIC HEARING

On or before the regular Board meeting in August, the Board of Directors shall hold a public hearing to adopt the Final Budget. Copies of the Budget document shall be available to the public.

ADOPTION

During or before the regular Board meeting in August, the Board of Directors shall make any changes it deems desirable to the Preliminary Budget and shall adopt by resolution the Budget as finally determined. The resolution shall include all adopted revenue and expenditure figures.

REVISIONS

Occasionally, it is necessary and appropriate for Board of Directors to revise the budget. Examples of necessary budget revisions include but are not limited to; unforeseen regulatory requirements and expenses, operational costs beyond those originally budgeted, and catastrophic equipment/facilities failures. As required, the General Manager will present budget revisions to the Board and the Board will consider these revisions at regular meetings of the Board of Directors.

MINOR ALLOCATIONS AND REVISIONS BETWEEN LINE ITEMS

When the budget revisions are minor in scope and/or consist merely of reallocating a surplus from one line item to cover reasonably anticipated shortfalls in another line item, the General Manager is authorized to make such minor budget revisions and report the revision, including submitting the revised budget to the Board review at the subsequent Board of Directors meeting. General Manager authorized minor budget revisions are limited in that the total budgeted expenses must remain unchanged.

DISTRICT PROFILE

District History and Service Description

The Rio Linda/Elverta Community Water District (RLECWD) was formed in 1948 after a public vote under County Water District Law (Water Code section 30000 et seq.). The District is governed by a Board of Directors that consists of five (5) members elected at large. The District includes the communities of Rio Linda and Elverta and encompasses approximately 17.8 square miles. The District has 10 full-time employees, a contracted engineer, and an attorney.

The District water system consists of 12 wells and 61.72 miles of distribution mains. The overall system capacity is currently 14.4 MGD. The District pumps approximately 3,000 acre-feet of water annually to its 4,646 customers with a daily average of approximately 2.6 million gallons.

To improve the water system and ensure the delivery of high-quality drinking water to customers, the District constructed Well # 15 in 2012 and a 1.2-million-gallon reservoir tank in 2014. To deemphasize the District's reliance on wells with elevated hexavalent chromium concentrations, the District constructed the Well 16 pumping station in 2021.

District Mission Statement

The mission of the Rio Linda/Elverta Community Water District is to provide, in a manner responsive to District customers, a water supply that is adequate, safe, and potable (according to state and federal standards) and that meets both current and future needs.

District Officials

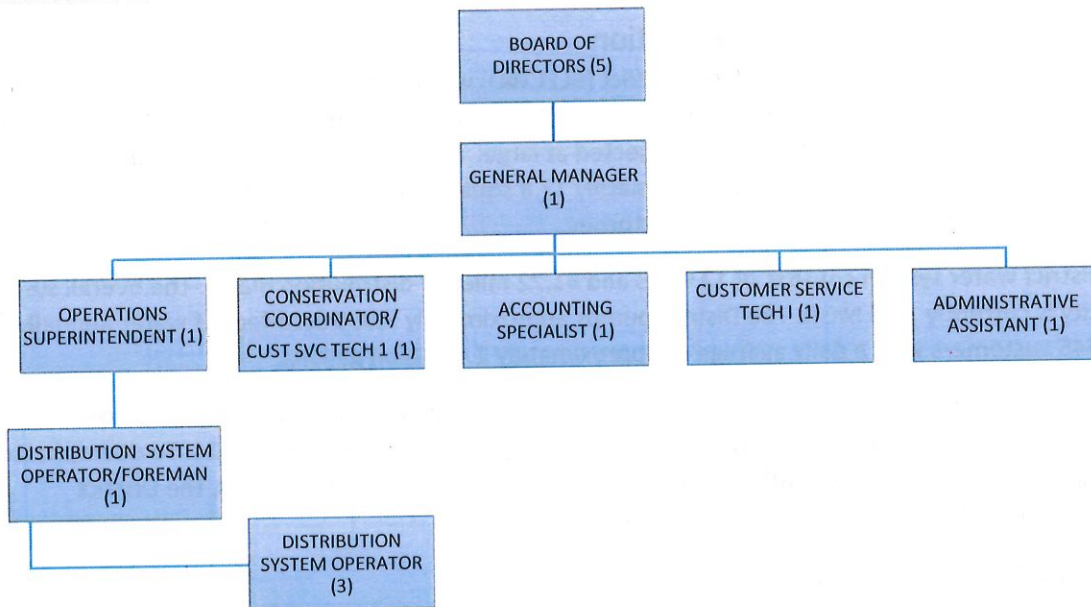
Board of Directors

Jason A. Green, President/Director
Robert Reisig, Vice President/Director
Mary Harris, Director
Chris Gifford, Director
John Ridilla, Director

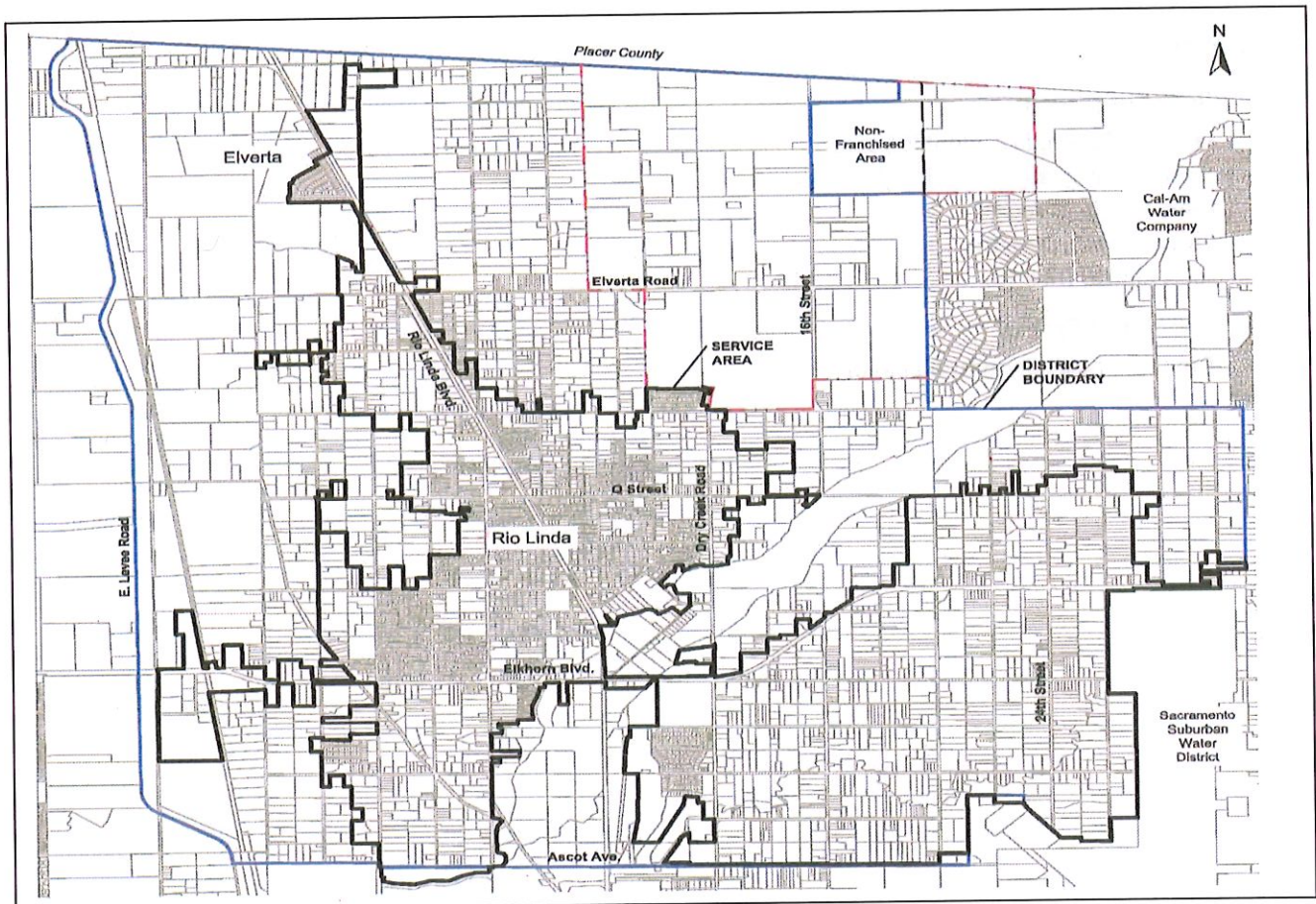
Appointed Official

Timothy Shaw, General Manager

Organizational Structure



Service Area



OPERATING BUDGET

The Incremental Budgeting Method is used to prepare the Operating Budget. See Glossary for definitions. The District uses the same structure and format for the chart of accounts as the Annual Financial Audit Report to establish symmetry. The Operating Budget is described below outlining the categories, and columns.

The budget is divided into the following categories:

REVENUE – Includes both operating and non-operating revenue.

OPERATING EXPENSE – Includes all expenses considered operating and includes the following categories: Professional Fees, Personnel Services, Administration, Conservation, and Field Operations.

- **PROFESSIONAL FEES** – A category of expenditures are fees charged by service providers in occupations requiring special training in the arts or sciences including legal services, auditors, engineers, and other specialized consultants.
- **PERSONNEL SERVICES** – A category of expenditures, which primarily covers salaries and wages, benefits, and other costs related to District personnel.
- **ADMINISTRATION** – A category of expenditures directly related to the cost of providing services including building maintenance, computer systems, office, insurance, and water memberships.
- **CONSERVATION** – A category of expenditures directly relating to providing services related to water conservation including community outreach and rebate programs.
- **FIELD OPERATIONS** – A category of expenditures directly relating to providing services related to field operations including pumping, transmission and distribution, and transportation.

NON-OPERATING EXPENSES – Includes all expenses considered non-operating such as Debt Service expenses. The total Net Revenue follows.

OPERATING AND SURCHARGE FUND BALANCES – Reflects total estimated beginning and ending fund balances.

The budget is divided into the following columns:

COLUMN 1 - ACTUAL YTD – Actual revenue and expenses beginning July 1st and ending June 30th. An incremental budget is prepared using a previous period's budget or actual performance as a basis with incremental amounts added for the new budget period.

COLUMN 2 - 2020-2021 BUDGET – The prior fiscal year budget.

COLUMN 3 - 2021-2022 BUDGET – The new fiscal year budget.

COLUMN 4 - DIFFERENCE – The calculated total taking Column 3 less Column 2.

COLUMN 5 - EXPLANATION – An explanation or description of the differences between the two fiscal year budgets Column 2 and Column 3.



Operating and Non-Operating Revenue

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
OPERATING REVENUE						
40100 Water Service Rates						
40101	Basic Service Charge	\$1,929,785.00	\$1,901,272.00	\$1,242,605.00	\$-658,667.00	Decreased based on new Water Rate Study
40102	Usage Charge	778,946.00	656,303.00	1,448,065.00	791,762.00	Increased based on new Water Rate Study
40105	Backflow Charge	26,458.00	25,000.00	28,300.00	3,300.00	Increased based on new Water Rate Study
40106	Fire Prevention	13,522.00	13,500.00	20,400.00	6,900.00	Increased based on new Water Rate Study
Total Water Service Rates		2,748,711.00	2,596,075.00	2,739,370.00	143,295.00	
40200 Water Services						
40201	Application Fee	7,790.00	6,500.00	6,500.00	0.00	
40202	Delinquency	84,570.00	90,000.00	90,000.00	0.00	
40209	Misc. Charges	3,302.00	7,000.00	7,000.00	0.00	
Total Water Services		95,662.00	103,500.00	103,500.00	0.00	
40300 Other Water Service Fees						
40301	New Construction QC	16,466.00	4,000.00	4,000.00	0.00	
40302	Service Connection Fees	10,400.00	10,000.00	10,000.00	0.00	
40304	Other Operating Revenue	995.00	6,000.00	6,000.00	0.00	
40305	Grant Revenue-Operating	0.00	0.00	0.00	0.00	
Total Other Water Service Fees		27,861.00	20,000.00	20,000.00	0.00	
TOTAL OPERATING REVENUE		\$2,872,234.00	\$2,719,575.00	\$2,862,870.00	\$143,295.00	

AGENDA ITEM 3.5

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
NON-OPERATING REVENUE						
41110	Interest Revenue	245.00	400.00	300.00	-100.00	Reduced to adjust for projected income
41120	Property Taxes & Assessments	103,904.00	88,500.00	95,700.00	7,200.00	Increased based on prior 3-year average
TOTAL NON-OPERATING REVENUE		\$104,149.00	\$88,900.00	\$96,000.00	\$7,100.00	
TOTAL OPERATING & NON-OPERATING REVENUE		\$2,976,383.00	\$2,808,475.00	\$2,958,870.00	\$150,395.00	



Operating Expense

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
60010 PROFESSIONAL FEES						
60011	General Counsel-Legal	11,121.00	15,000.00	15,000.00	0.00	
60012	Auditor Fees	11,541.00	11,550.00	12,050.00	500.00	Increased to adjust for projected increase annual financial audit cost
60013	Engineering Services	60,000.00	60,860.00	70,000.00	9,140.00	Increased to normal annual budget amount
60015	Other Professional Fees	30,052.00	38,450.00	3,000.00	-35,450.00	Reduced for Rate Study and Sac Suburban Collaboration Study in prior FY.
TOTAL PROFESSIONAL FEES		\$112,714.00	\$125,860.00	\$100,050.00	\$-25,810.00	
60100 PERSONNEL SERVICES						
60110 Salaries & Wages						
60111	Salary - General Manager	123,526.00	123,526.00	119,846.00	-3,680.00	Decreased to adjust for projected costs per contract less YE accruals
60112	Staff Regular Wages	572,957.00	577,891.00	623,806.00	45,915.00	Increased to adjust for projected costs per MOU; \$10K for temporary staff for seasonal meter replacement
60113	Contract Extra Help	0.00	0.00	0.00	0.00	
60114	Staff Standby Pay	17,900.00	18,250.00	18,250.00	0.00	
60115	Staff Overtime Pay	5,664.00	10,200.00	8,500.00	-1,700.00	Decreased to adjust for prior 3-year average
Total Salaries & Wages		720,047.00	729,867.00	770,402.00	40,535.00	
60150 Employee Benefits & Expense						
60151	PERS Retirement	631,713.00	632,665.00	113,300.00	-519,365.00	Decreased to adjust for projected costs that includes a \$35,736 UAL prepayment savings; less \$500K ADP prepayment, \$16,371 Prior YE adjustments
60152	Workers Compensation	18,779.00	18,779.00	13,022.00	-5,757.00	Actual Annual Contribution Change
60153	Group Insurance	170,836.00	188,572.00	214,140.00	25,568.00	Increased using employee allowance and GM per MOU/Contract amounts
60154	Retirees Insurance	36,200.00	36,200.00	36,200.00	0.00	
60155	Staff Training	103.00	5,000.00	5,000.00	0.00	
60157	Uniforms	3,978.00	6,550.00	5,400.00	-1,150.00	Decreased to adjust for projected costs
60158	Payroll Taxes	57,166.00	57,825.00	60,107.00	2,282.00	Increased to adjust for projected costs

AGENDA ITEM 3.5

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
60159	Payroll Services	1,336.00	1,400.00	1,400.00	0.00	
60160	457 Employer Contribution	13,796.00	13,850.00	15,000.00	1,150.00	Increased to adjust for projected costs
	Total Employee Benefits & Expense	933,907.00	960,841.00	463,569.00	-497,272.00	
	TOTAL PERSONNEL SERVICES	\$1,653,954.00	\$1,690,708.00	\$1,233,971.00	\$-456,737.00	



AGENDA ITEM 3.5

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
60200 ADMINISTRATION						
60205	Bank and Merchant Fees	3,245.00	4,500.00	3,500.00	-1,000.00	Decreased based on prior year actual
60207	Board Meeting Expense	11,200.00	11,370.00	11,370.00	0.00	
60210 Building Expenses						
60211	Office Utilities	6,125.00	6,125.00	6,750.00	625.00	Increased based on projected costs
60212	Janitorial	2,340.00	2,340.00	2,340.00	0.00	
60213	Maintenance	2,434.00	4,200.00	3,200.00	-1,000.00	Decreased based on prior 3-year average
60214	Security	336.00	400.00	775.00	375.00	Increased based on projected costs
	Total Building Expenses	11,235.00	13,065.00	13,065.00	0.00	
60220 Computer & Equipment Maint.						
60221	Computer Systems	27,519.00	27,519.00	30,000.00	2,481.00	Increased based on projected costs
60222	Office Equipment	640.00	660.00	2,160.00	1,500.00	Increased to adjust for new board meeting video recording system
	Total Computer & Equipment Maint.	28,159.00	28,179.00	32,160.00	3,981.00	
60230	Office Expense	3,140.00	6,000.00	6,000.00	0.00	
60240	Postage and Delivery	18,525.00	18,781.00	20,000.00	1,219.00	Increased to normal annual budget amount
60250	Printing	9,493.00	9,500.00	7,000.00	-2,500.00	Decreased to adjust for projected costs; less Prop 218 costs
60255	Meetings & Conferences	0.00	1,325.00	500.00	-825.00	Decreased for no conferences scheduled
60260	Publishing	595.00	600.00	600.00	0.00	
60270	Telephone & Internet	4,120.00	4,200.00	4,200.00	0.00	
60430 Insurance						
60431	General Liability	23,969.00	23,970.00	25,000.00	1,030.00	Increased to reflect estimated premium
60432	Property	6,099.00	6,100.00	7,200.00	1,100.00	Increased to reflect estimated premium
	Total Insurance	30,068.00	30,070.00	32,200.00	2,130.00	

AGENDA ITEM 3.5

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
60500 Water Memberships						
60501	SAWWA	0.00	110.00	0.00	-110.00	Decreased to adjust for COVID 19 inactivity
60503	SGA	26,112.00	26,179.00	30,029.00	3,850.00	Increase includes 15% annual increase
60504	ACWA	9,735.00	10,122.00	10,222.00	100.00	Increase includes 5% annual increase
60505	CSDA	7,253.00	7,431.00	7,616.00	185.00	Increase includes 5% annual increase
60507	CRWA	1,367.00	1,392.00	1,435.00	43.00	Increase includes 5% annual increase
	Total Water Memberships	44,467.00	45,234.00	49,302.00	4,068.00	
60550	Permits & Fees	31,468.00	31,468.00	32,000.00	532.00	Increased to adjust for prior year actual
60555	Subscriptions & Licensing	1,987.00	2,120.00	2,120.00	0.00	
60560	Elections	1,887.00	1,932.00	0.00	-1,932.00	Decreased for Non-Election Year
60565	Uncollectable Accounts	2,231.00	2,250.00	2,250.00	0.00	
60570	Other Operating Expenditures	300.00	500.00	500.00	0.00	
TOTAL ADMINISTRATION		\$202,120.00	\$211,094.00	\$216,767.00	\$5,673.00	

AGENDA ITEM 3.5

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
64000 CONSERVATION						
64001	Community Outreach	0.00	300.00	300.00	0.00	
64005	Other Conservation Programs	0.00	0.00	0.00	0.00	
TOTAL CONSERVATION		\$ 0.00	\$ 300.00	\$ 300.00	\$ 0.00	
65000 FIELD OPERATIONS						
65100 Other Field Operations						
65110	Backflow Testing	1,750.00	1,750.00	3,000.00	1,250.00	Increased to normal budget amount
65120	Construction Equipment Maint.	8,711.00	8,711.00	9,000.00	289.00	Increased to adjust for projected costs
65130	Field Communication	3,323.00	3,323.00	3,400.00	77.00	Increased to adjust for projected costs
65140	Field IT	37,771.00	37,771.00	35,000.00	-2,771.00	Decreased to adjust for projected costs
65150	Laboratory Services	22,579.00	22,579.00	24,000.00	1,421.00	Increased to adjust for projected costs
65160	Safety Equipment	4,769.00	4,769.00	5,000.00	231.00	Increased to adjust for projected costs
65170	Shop Supplies	6,161.00	6,161.00	7,000.00	839.00	Increased to adjust for projected costs
Total Other Field Operations		85,064.00	85,064.00	86,400.00	1,336.00	
65200 Treatment		22,238.00	22,238.00	25,000.00	2,762.00	Increased to adjust for projected costs
65300 Pumping						
65310	Maintenance	21,887.00	21,887.00	25,000.00	3,113.00	Increased to adjust for projected costs
65320	Electricity and Fuel	237,153.00	237,153.00	260,000.00	22,847.00	Increased to adjust for projected costs
Total Pumping		259,040.00	259,040.00	285,000.00	25,960.00	
65400 Transmission & Distribution						
65410	Distribution Supplies	58,777.00	58,777.00	60,000.00	1,223.00	Increased to adjust for projected costs
65430	Tank Maintenance	800.00	800.00	800.00	0.00	
65440	Contract Repairs	4,600.00	4,600.00	20,000.00	15,400.00	Increased to normal budget amount
65450	Valve Replacements	0.00	0.00	15,000.00	15,000.00	Increased to normal budget amount
65460	Paving Repairs	24,343.00	24,343.00	25,000.00	657.00	Increased to normal budget amount
Total Transmission & Distribution		88,520.00	88,520.00	120,800.00	32,280.00	
67000 Transportation						
67001	Fuel	10,318.00	10,318.00	15,000.00	4,682.00	Increased to adjust for projected costs
67002	Maintenance	2,580.00	2,580.00	6,000.00	3,420.00	Increased to normal budget amount
Total Transportation		12,898.00	12,898.00	21,000.00	8,102.00	
TOTAL FIELD OPERATIONS		\$467,760.00	\$467,760.00	\$538,200.00	\$70,440.00	
TOTAL OPERATING EXPENSE		\$2,436,548.00	\$2,495,722.00	\$2,089,288.00	\$-406,434.00	

Non-Operating Expense

		2020-2021 ACTUAL UNAUDITED	2020-2021 BUDGET	2021-2022 BUDGET	DIFFERENCE	EXPLANATION
	69010 Debt Service					
	69100 Revenue Bond 2015					
69105	Revenue Bond 2015-Principle	145,736.00	145,736.00	148,158.00	2,422.00	Per Loan Payment Schedule
69120	Interest	56,763.00	57,490.00	53,111.00	-4,379.00	Per Loan Payment Schedule
	Total Revenue Bond 2015	202,499.00	203,226.00	201,269.00	-1,957.00	
	69125 AMI Meter Loan					
69130	Principle	49,789.00	49,789.00	51,344.00	1,555.00	Per Loan Payment Schedule
69135	Interest	8,725.00	8,725.00	7,170.00	-1,555.00	Per Loan Payment Schedule
	Total AMI Meter Loan	58,514.00	58,514.00	58,514.00	0.00	
	69200 PERS ADP Loan					
69205	Principle	0.00	0.00	30,000.00	30,000.00	Per Loan Payment Schedule
69210	Interest	0.00	0.00	1,850.00	1,850.00	Per Loan Payment Schedule
	Total PERS ADP Loan	0.00	0.00	31,850.00	31,850.00	
69400	Other Non-Operating Expense	0.00	2,000.00	3,000.00	1,000.00	Increased to adjust for settlement agreement
	TOTAL NON-OPERATING EXPENSE	\$261,013.00	\$263,740.00	\$294,633.00	\$30,893.00	
	TOTAL OPERATING & NON-OPERATING EXPENSE	\$2,697,561.00	\$2,759,462.00	\$2,383,921.00	\$-375,541.00	
	NET REVENUE (Revenue-Expense)	\$278,822.00	\$49,013.00	\$574,949.00	\$525,936.00	

Summary Net Revenue

TOTAL OPERATING & NON-OPERATING REVENUE	\$2,976,383.00	\$2,808,475.00	\$2,958,870.00	\$150,395.00
TOTAL OPERATING & NON-OPERATING EXPENSE	\$2,697,561.00	\$2,759,462.00	\$2,383,921.00	\$-375,541.00
NET REVENUE (Revenue-Expense)	\$278,822.00	\$49,013.00	\$574,949.00	\$525,936.00



Fund Balances

		2020-2021	2021-2022		
		BUDGET	BUDGET	DIFFERENCE	EXPLANATION
OPERATING FUND BALANCE					
Operating Account Balance June 30		\$773,295.00	\$773,295.00		
	Net Revenue	49,013.00	574,949.00		
	Transfer from GL 10490 Future Imp Projects	500,000.00	0.00	500,000.00	Prior year Resolution 2021-01
	Transfer to GL 10010 Operating Reserve	0.00	-7,300.00	7,300.00	Increased to adjust per policy
	Transfer to GL 10490 Future Imp Projects	0.00	-28,000.00	28,000.00	Increased for additional funds needed for Annual Pipeline Replacement
	Transfer to Capital Improvement Funds	-549,013.00	-576,700.00	27,687.00	Increased to adjust per rate study
Estimated Operating Fund Balance June 30		\$773,295.00	\$736,244.00		
SURCHARGE 1 FUND BALANCE					
Surcharge 1 Fund Balance June 30		\$663,940.00	\$734,860.00		
	43010 Surcharge Revenue	523,374.00	523,374.00	0.00	
	41110 Investment Revenue	11,000.00	2,500.00	-8,500.00	Decreased to adjust for projected revenue
	69155 SRF Principle	-360,494.00	-369,821.00	9,327.00	Per Loan Payment Schedule
	69160 SRF Interest	-100,860.00	-91,534.00	-9,326.00	Per Loan Payment Schedule
	69220 SRF Administration	-2,100.00	-2,100.00	0.00	
Estimated Surcharge 1 Fund Balance June 30		\$734,860.00	\$797,279.00		
SURCHARGE 2 FUND BALANCE					
Surcharge 2 Fund Balance June 30		\$224,645.00	\$240,696.00		
	43050 Surcharge 2 Revenue	439,019.00	439,019.00	0.00	
	41110 Investment Revenue	800.00	800.00	0.00	
	Surcharge 2 Surplus Repayment	-107,171.00	-79,747.00	-27,424.00	Per District Repayment Schedule-Final
	69180 Principle	-220,000.00	-225,000.00	5,000.00	Per Loan Payment Schedule
	69185 Interest	-96,597.00	-104,632.00	8,035.00	Per Loan Payment Schedule
Estimated Surcharge 2 Fund Balance June 30		\$240,696.00	\$271,136.00		
LAIF FUND (CAPACITY FEES) BALANCE					
CERBT Fund Balance June 30		\$304,201.00	\$366,201.00		
	44100 Capacity Fee Revenue	60,000.00	500,000.00	440,000.00	Increased for projected revenue
	41110 Investment Revenue	2,000.00	1,400.00	-600.00	Decreased for projected revenue
Estimated CERBT Fund Balance June 30		\$366,201.00	\$867,601.00		

CAPITAL BUDGET

The Capital Budget is formatted to reflect the beginning and ending balance of each Capital Improvement Fund. Each fund will include the funding source and project expenditures. The funds are divided into the following groups:

GENERAL – Capital expenditures include those that are not grouped in the remaining following categories. All General Plant Assets expenditures will be included in this category except for Vehicle and Large Equipment Replacements. Funding sources may include Operating Fund Transfers and Investment Revenue.

FUTURE CAPITAL IMPROVEMENT PROJECTS – Capital expenditures defined as future projects on the Capital Improvement project list approved by the board. Each budget year, each project is allocated a defined amount to be used for future use.

VEHICLE & LARGE EQUIPMENT REPLACEMENT – Capital expenditures identified as General Plant Assets: Transportation and Large Equipment. Funding sources may include Operating Fund Transfers and sale proceeds on disposals of transportation equipment.

TOTAL – The last column is the sum of all funding sources.

Capital Budget by Funds

	GENERAL	FUTURE CAPITAL IMPROVEMENT PROJECTS	VEHICLE & LARGE EQUIPMENT REPLACEMENT
FUNDING SOURCES			
Fund Transfers			
<i>Operating Fund Transfers In</i>	576,700.00	0.00	0.00
<i>CIP Fund Intrafund Transfers</i>	-381,468.00	371,468.00	10,000.00
<i>Fund Transfer from Operating</i>	0.00	28,000.00	0.00
Surcharge 2 Surplus Repayment	79,747.00	0.00	0.00
PERS ADP Loan Payment			
<i>Principle</i>	0.00	30,000.00	0.00
<i>Interest</i>	0.00	1,850.00	0.00
Investment Revenue	300.00	125.00	0.00
PROJECT EXPENDITURES			
A-1 · Miscellaneous Pump Replacements	40,000.00	0.00	0.00
Total A · WATER SUPPLY	40,000.00	0.00	0.00
B-1 · Service Replacements	30,000.00	0.00	0.00
B-2 · Small Meter Replacements	120,000.00	0.00	0.00
B-3 · Large Meter Replacements	5,000.00	0.00	0.00
B-4 · Pipeline Replacements	0.00	450,000.00	0.00
Total B · WATER DISTRIBUTION	155,000.00	450,000.00	0.00
M-1 · Urban Water Management Plan	50,000.00	0.00	0.00
M-2 · Office Air Conditioner Replacement	8,200.00	0.00	0.00
M-3 · Server Replacement	8,000.00	0.00	0.00
M-4 · Dump Truck	0.00	0.00	85,000.00
Total M · GENERAL PLANT ASSETS	66,200.00	0.00	85,000.00
TOTAL BUDGETED PROJECT EXPENDITURES	261,200.00	450,000.00	85,000.00

Capital Budget Technical Memorandum

The Technical Memorandum (TM) provides the revised budget descriptions for the proposed 2018/19 Rio Linda/Elverta Water District's (District) Capital Budget. The following are a list of the budget items along with their descriptions:

A · Water Supply

A-1 · Miscellaneous Pump Replacements – 40,000

For the replacement or repair of any well pump and/or motor that fails in the budgeted year.

B · Water Distribution

B-1 · Service Replacements – 30,000

To replace leaking services that require replacement throughout the budgetary year.

B-2 · Small Meter Replacements – 120,000

To replace small water meters that are underreporting their water usage due to age.

B-3 · Large Meter Replacements – 5,000

To replace large water meters that are underreporting their water usage due to age.

B-4 · Pipeline Replacement – 450,000

For the annual pipeline replacement project for the prior and current fiscal year (includes carry over funding from FY 2020/2021).

M · General Plant Assets

M-1 · Urban Water Management Plan – 50,000

To draft the 2020 UWMP, required by Department of Water Resources every 5-years.

M-2 · Office Air Conditioner Replacement – 8,200

To replace one of the District office's air conditioners currently dysfunctional due to being beyond the end of its service life, 35 years.

M-3 · Server Replacement – 8,000

To replace the District office's server at the 5-year point. The warranty must be extended, requires payment of a fee unless the server is replaced.

M-4 · Dump Truck – 85,000

To replace the District's Dump Truck due to age (ordered and waiting on microchip).

GLOSSARY

ACCRUAL BASIS The method of accounting whereby income and expense items are recognized as they are earned or incurred, even though they may not have been received or actually paid in cash.

ACWA Association of California Water Agencies

AMI Advanced Metering Infrastructure (AMI) is the new term coined to represent the networking technology of fixed network meter systems that go beyond Automated Meter Readers (AMR) into remote utility management. The meters in an AMI system are often referred to as smart meters, since they often can use collected data based on programmed logic.

ASSET A probable future economic benefit obtained or controlled by a particular entity as a result of past transactions or events (i.e., cash receivables, equipment, etc.)

AWWA American Water Works Association

BEGINNING BALANCE The beginning balance is comprised of residual funds brought forward from the previous fiscal year.

BUDGET A financial plan showing authorized planned expenditures and their funding sources.

BUDGET PROCESS The schedule of key dates or milestones, which the District follows in the development, preparation, adoption, and administration of the budget.

CAPITAL ASSETS Long-lived tangible and intangible assets obtained or controlled as a result of past transactions, events or circumstances. Current District policy is to capitalize any asset cost of \$1,500 with a useful life or 2 years or more.

CAPITAL IMPROVEMENT PROGRAM (CIP) Authorized expenditures for tangible and long-term physical improvements or additions of a fixed or permanent nature.

CRWA California Rural Water Association

CSDA California Special Districts Association

FISCAL YEAR (FY) A 12 month period to which the annual budget applies and at the end of which a government determines its financial position and the results of its operations. For RLECWD the fiscal year is July through June 30.

FUND Fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, that are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

HEXAVALENT CHROMIUM (Cr6) Refers to chemical compounds that contain the element chromium in the +6 oxidation state.

INCREMENTAL BUDGETING METHOD An incremental budget is a budget prepared using a previous period's budget or actual performance as a basis with incremental amounts added for the new budget period. The allocation of resources is based upon allocations from the previous period. Moreover it encourages "spending up to the budget" to ensure a reasonable allocation in the next period.

MOU Memorandum of Understanding agreement

OPERATING BUDGET An operating budget is a combination of known expenses, expected future costs, and forecasted income over the course of a year. Operating budgets are completed in advance of the accounting period, which is why they require estimated expenses and revenues.

OPERATING REVENUES AND EXPENSES Cost of goods sold and services provided to customers and the revenue thus generated.

PCWA Placer County Water Agency

PERS Public Employees Retirement System

PROPOSITION 218 Prop 218 amended the California Constitution to protect taxpayers by limiting the methods by which local governments can create or increase taxes, fees, and charges without taxpayer consent. Prop 218 requires voter approval prior to imposition or increase of general taxes, assessments, and certain user fees.

RWA Regional Water Authority

SAWWA Sacramento Area Water Works Association

SCADA Supervisory Control and Data Acquisition uses computer technology to monitor and control remote facilities such as pumps and reservoirs.

SGA Sacramento Ground Water Authority



Public Hearing Agenda Item Section: 3.5

Date: September 20, 2021

Subject: Board Adoption of Fiscal Year 2020/2021 Budgets by Resolution No. 2021-04

Staff Contact: Timothy R. Shaw, General Manager

Recommendations:

The Executive Committee recommends the Board approve the fiscal year 2021/2022 operating and capital budgets.

Comments:

Consistent with the highest ideals of transparency, District policy stipulates the final budget approval process be conducted via a public hearing and further stipulates the public hearing be noticed in a newspaper of general circulation. All prerequisites have been met for this public hearing to allow the Board to consider approval of the fiscal year 2021/2022 Operating and Capital Budget -The Board President will address the public regarding the proposed budgets. Immediately following the public hearing, the Board will consider adopting Resolution 2021-04, approving the fiscal year 2021/2022 operating and capital budgets.

Conclusion:

I recommend the Board adopt Resolution No. 2021-04, approving the fiscal year 2021/2022 operating and capital budgets.

RLECWD Agenda Item Checklist

Item 3.5

Date

Initial Potential Meeting Date

09/20/2021

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

Board Adoption of Fiscal Year 2020/2021 Budgets by Resolution No. 2021-04

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

9/02/2021

Committee Review of Item and Staff Work

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

09/07/2021

Formal Legal Counsel Review

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

N/A

GM Review

09/16/2021

Actual Meeting Date Set for Agenda Item

09/20/2021

RESOLUTION No. 2021-04
A RESOLUTION ESTABLISHING FISCAL YEAR 2021-22 OPERATING AND
CAPITAL IMPROVEMENT BUDGET FOR THE RIO LINDA /ELVERTA
COMMUNITY WATER DISTRICT

WHEREAS, the Rio Linda / Elverta Community Water District (“District”) has identified the District’s operating costs as well as the costs of capital improvements to the infrastructure of the District, for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, the District has prepared a budget setting forth the dollar amounts proposed for operating the District: \$2,383,921.00 and for capital improvements: \$796,200.00; and

WHEREAS, the Board of Directors reviewed and adopted the Proposed Budget for the District operations and capital improvements at a regular meeting held on June 21, 2021; and

WHEREAS, a noticed public hearing was held September 20, 2021 for the purpose of receiving public comment on the proposed Fiscal Year 2021-22 Operating and Capital Improvement Budget.

NOW THEREFORE, BE IT RESOLVED by the Rio Linda / Elverta Community Water District Board of Directors that the attached 2021-22 Fiscal Year Operating and Capital Improvement Budget is hereby approved and appropriated for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

APPROVED AND ADOPTED by the Board of Directors of the Rio Linda / Elverta Community Water District on this 20th day of September 2021. By the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

Jason Green
President, Board of Directors

Timothy R. Shaw
Secretary of the Board of Directors



**Consent Calendar
Agenda Item: 4.1**

Date: September, 20 2021

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

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

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:_____ Harris:_____ Jason Green_____ Gifford_____ Reisig_____.

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

**MINUTES OF THE AUGUST 16, 2021
BOARD OF DIRECTORS PUBLIC HEARING AND REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

1. CALL TO ORDER, ROLL CALL

The August 16, 2021 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. Visitor's Depot Center 6730 Front Street, Rio Linda, CA 95673. This meeting will be physically open to the public with some reasonable limitations pursuant to current state and county guidelines. All in-person attendees are required to wear masks pursuant to the Sacramento County public health order and the federal Americans with disabilities act. President Green led the pledge of allegiance.

The meeting was then moved to the Rio Linda Parks District Community Center located at 810 Oak Lane due to the states social distancing guidelines for all the attendees.

General Manager Tim Shaw took roll call of the Board of Directors. President Jason Green, Director Robert Reisig, Director Mary Harris, Director Ridilla, Director Gifford and General Manager Tim Shaw, Legal Counsel Barbara Brenner were present.

2. PUBLIC COMMENT

Members of the public made comments to the Board.

3. PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION NO. 2021-03 A SCHEDULE OF RATES FOR BIMONTHLY WATER SERVICE CHARGES COMMENCING WITH FISCAL YEAR 2021-2022.

3.1. Open Public Hearing

3.2. Presentation of the item by staff

Alison Lechowicz gave a brief summary of the materials presented on the Rate Study / Cost of Service Study.

3.3. Public Comment- Members of the public made comments to the Board and General Manager.

3.4. Close Public Hearing -

3.5. Consider Adoption of Resolution No. 2021-03 A Schedule Of Rates For Bimonthly Water Service Charges Commencing With Fiscal Year 2021-2022

It was moved by Director Harris to decline resolution No. 2021-03 for the Bi-Monthly Water Service Charges. The motion failed with no second.

It was moved by Director Green and seconded by Director Ridilla to adopt Resolution No. 2021-03 A Schedule Of Rates For Bimonthly Water Service Charges Commencing With Fiscal Year 2021-2022. Directors Green, Ridilla, Reisig, Gifford voted yes. Harris voted no. The motion carried with a vote of 4-1-0.

The Board President then called for the protests from the member of the public. Public member Stephanie Suela presented a box of protests to Director Mary Harris.

Board President called for a 15 minute recess for the protests to be counted.

4. CONSENT CALENDAR

4.1 Minutes – June 21, 2021 and July 19, 2021 Meetings

4.2 June Expenditures

4.3 June Financial Reports

No public comment.

It was moved by Director Ridilla and seconded by Director Gifford to approve the Consent Calendar. Directors Green, Ridilla, Reisig, Gifford and Harris voted yes. The motion carried with a roll call vote of 5-0-0.

REGULAR CALENDAR

5. ITEMS FOR DISCUSSION AND ACTION

5.1 General Manager's Report

The General Manager presented his monthly report and offered to answer any questions the Board may have.

The Board made no action on this item.

5.2 District Engineer's Report – Mike Vasquez

Mike Vasquez provided a written report to the Board of projects in the works since the last meeting of the Board and offered to answer questions. The report highlighted topics of General Engineering, Active Development Reviews, Well 16 Pumping Station Construction Project, CIP Pipe Replacement Project Request for Proposals (RFP) Dry Creek Rd.

Comments/Questions – No public Comment.

The Board made no action on this item.

5.3 Consider Necessary Revision of Fiscal Year 2021-2022 Preliminary Budget

The fiscal year 2021/2022 Preliminary Budget adopted by the Board inadvertently overlooked a 15% increase in Sacramento Groundwater Authority (SGA) annual dues. The need for correction was realized in July, when the invoice from SGA was submitted to the District.

Public/Director -Comments/Questions – Public member asked a question of the budget. GM Shaw responded.

It was moved by Director Ridilla and seconded by Director Green to the necessary revisions of the FY Preliminary Budget for Fiscal Year 2021-2022. Directors Green, Reisig, Gifford and Ridilla voted yes. Director Harris abstained. The motion carried with a vote of 4-0-1.

5.4 Report on Revision of RLECWD Office COVID Mask Policy Required by Sacramento County Public Health Order on July 27th.

The June 17th COVID mask wearing requirements for employers in California were recently amended. The change is essentially that vaccinated employees now have to wear masks unless working in isolation.

The policy adopted by the Board in June included a provision for revision(s) by the General Manager if the state's policy is revised.

Public/Director -Comments/Questions – Director Harris asked about the office being open. GM Shaw answered Director Harris’s question. No Public Comment.

No Board action is required on this item for informational only.

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

No action taken.

6. INFORMATION ITEMS

6.1. DISTRICT ACTIVITY REPORT

6.1.1. Water Operations - Report provided.

6.1.2. Completed and Pending Items Report- Report provided.
Director Harris had questions about the Innov8 meters.

Update to Agenda Item 3.2

Alison Lechowicz, the rate consultant, gave an update on the protest vote. The threshold 51% Majority vote needed is 2,311. The counted protest ballots received at the close of the public hearing was verified to be 1,374. Therefore, there is no majority protest vote.

President Green asked for public comment on the count. Public member made a comment.

6.2. BOARD REPORTS

6.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065

6.2.2. Sacramento Groundwater Authority – Harris, Reisig. – Agenda’s provided.

6.2.3. Sacramento Groundwater Authority (RWA and SCGA) 3x3- Reisig- Director Reisig stated the 3x3 committee has been dissolved.

6.2.4 Executive Committee – Green, Reisig - Minutes provided.

6.2.5. ACWA/JPIA – Ridilla –No meeting.

6.2.6 LAFCo Special District Advisory Committee – Reisig –Meeting Canceled.

6.2.7 MOU Renewal Negotiating Ad Hoc – John Ridilla, Robert Reisig

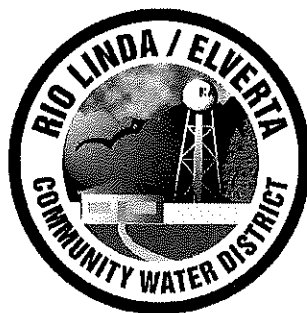
7. DIRECTORS’ AND GENERAL MANAGER COMMENTS – GM Shaw stated the location of the Executive Committee has been determined to be held on Sept. 7th at the New Beginnings Baptist Church.

8. ADJOURNMENT President Green adjourned the meeting at 9:02 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Jason Green, President of the Board



**Consent Calendar
Agenda Item: 4.2**

Date: September 20, 2021

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Expenditures for the month of July 2021.

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 July 2021.

Board Action / Motion

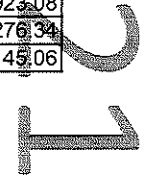
Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green _____ Gifford _____ Reisig_____.

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

**Rio Linda Elverta Community Water District
Expenditure Report
July 2021**

Type	Date	Num	Name	Memo	Amount
Liability Check	07/01/2021	EFT	QuickBooks Payroll Service	For PP Ending 06/26/21 Pay date 07/01/21	17,120.07
Liability Check	07/01/2021	EFT	CalPERS	For PP Ending 06/26/21 Pay date 07/01/21	2,631.41
Liability Check	07/01/2021	EFT	CalPERS	For PP Ending 06/26/21 Pay date 07/01/21	1,119.77
Liability Check	07/01/2021	EFT	Internal Revenue Service	Employment Taxes	6,436.30
Liability Check	07/01/2021	EFT	Employment Development	Employment Taxes	1,310.16
Bill Pmt -Check	07/01/2021	EFT	Adept	Computer Maintenance	1,208.00
Liability Check	07/01/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,963.97
Bill Pmt -Check	07/01/2021	EFT	Voyager	Transportation Fuel	365.00
Transfer	07/01/2021	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,775.00
Bill Pmt -Check	07/01/2021	EFT	Suncrest Bank	Meter Loan Payment	29,256.96
Check	07/01/2021	1749	Customer	Final Bill Payment	104.38
Check	07/01/2021	1750	Customer	Final Bill Payment	88.96
Check	07/01/2021	1751	Customer	Final Bill Payment	18.93
Check	07/01/2021	1752	Customer	Final Bill Payment	100.00
Bill Pmt -Check	07/01/2021	1753	ABS Direct	Printing & Postage refill	5,244.58
Bill Pmt -Check	07/01/2021	1754	ACWA/JPIA Powers Insurance Authority	EAP	25.70
Bill Pmt -Check	07/01/2021	1755	Buckmaster Office Solutions	Office Equipment Expense	56.35
Bill Pmt -Check	07/01/2021	1756	Churchwell White	Legal	342.00
Bill Pmt -Check	07/01/2021	1757	DirectHill Pest Control	Building Maintenance	75.00
Bill Pmt -Check	07/01/2021	1758	EKI Environmental	Engineering	5,000.00
Bill Pmt -Check	07/01/2021	1759	Johnson Controls Fire Protection	Safety	296.31
Bill Pmt -Check	07/01/2021	1760	Phelan, Michael	Retiree Insurance	3,150.00
Bill Pmt -Check	07/01/2021	1761	Quill	Office Expense	95.87
Bill Pmt -Check	07/01/2021	1762	Sacramento Suburban Water District	Professional Fees	316.24
Bill Pmt -Check	07/01/2021	1763	SMUD	Utilities	26,067.59
Bill Pmt -Check	07/01/2021	1764	Staples	Office Expense	66.78
Bill Pmt -Check	07/01/2021	1765	Unifirst Corporation	Uniforms	227.64
Bill Pmt -Check	07/01/2021	1766	USA BlueBook	Safety, Shop Supplies	5,661.76
Bill Pmt -Check	07/01/2021	1767	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	07/01/2021	1768	WellTec	Pumping Maintenance	405.00
Bill Pmt -Check	07/01/2021	1769	Fechter & Company	Auditor Fee	1,500.00
Liability Check	07/14/2021	EFT	QuickBooks Payroll Service	For PP Ending 07/10/21 Pay date 07/15/21	17,000.46
Bill Pmt -Check	07/15/2021	EFT	WageWorks	FSA Administration Fee	76.25
Bill Pmt -Check	07/15/2021	EFT	ARCO	Transportation Fuel	983.43
Liability Check	07/15/2021	EFT	CalPERS	For PP Ending 07/10/21 Pay date 07/15/21	2,626.43
Liability Check	07/15/2021	EFT	CalPERS	For PP Ending 07/10/21 Pay date 07/15/21	1,110.54
Liability Check	07/15/2021	EFT	CalPERS	Unfunded Accrued Liability 2021-22 for Classic & PEPRA	46,133.00
Liability Check	07/15/2021	EFT	Internal Revenue Service	Employment Taxes	6,660.64
Liability Check	07/15/2021	EFT	Employment Development	Employment Taxes	1,510.39
Liability Check	07/15/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,923.08
Bill Pmt -Check	07/15/2021	EFT	Comcast	Phone/Internet	276.34
Bill Pmt -Check	07/15/2021	EFT	PG&E	Utilities	45.06



**Rio Linda Elverta Community Water District
Expenditure Report
July 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/15/2021	EFT	Republic Services	Utilities	221.80
Bill Pmt -Check	07/15/2021	EFT	Umpqua Bank Credit Card	Computer, Office,Postage, Transportation Maint, Uniforms	2,392.88
Bill Pmt -Check	07/15/2021	EFT	Verizon	Field Communication, Field IT	567.53
Check	07/15/2021	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	65,720.00
Check	07/15/2021	1770	Teamsters	Union Dues	624.00
Check	07/15/2021	1771	Customer	Final Bill Refund	73.78
Check	07/15/2021	1734	Customer	Final Bill Refund	18.56
Bill Pmt -Check	07/15/2021	1773	ABS Direct	Printing & Postage	1,315.86
Bill Pmt -Check	07/15/2021	1774	California Rural Water Association	Annual Membership Dues 2021-22	1,367.00
Bill Pmt -Check	07/15/2021	1775	CoreLogic Solutions	Metro Scan-May & June	269.50
Bill Pmt -Check	07/15/2021	1776	Demsey, Filliger & Associates	Audit Fees	500.00
Bill Pmt -Check	07/15/2021	1777	Elk Grove Security Systems	Security	459.00
Bill Pmt -Check	07/15/2021	1778	Intermedia.net	Phone/Internet	91.50
Bill Pmt -Check	07/15/2021	1779	Lechowicz & Tseng Municipal Consultants	Professional Fees	5,935.00
Bill Pmt -Check	07/15/2021	1780	Quill	Office Expense	18.94
Bill Pmt -Check	07/15/2021	1781	RDO Equipment Co	Construction Equipment Maint	70.92
Bill Pmt -Check	07/15/2021	1782	Rio Linda Elverta Recreation & Park	Meeting Expense	25.00
Bill Pmt -Check	07/15/2021	1783	Rio Linda Hardware & Building Supply	Shop Supplies	227.51
Bill Pmt -Check	07/15/2021	1784	RW Trucking	Distribution	638.36
Bill Pmt -Check	07/15/2021	1785	Sierra Chemical	Chemical Supplies	902.10
Bill Pmt -Check	07/15/2021	1786	Spok	Field Communication	15.40
Bill Pmt -Check	07/15/2021	1787	USA BlueBooks	Safety & Shop Supplies	541.90
Bill Pmt -Check	07/15/2021	1788	White Brenner, LLP	Legal	5,145.40
Liability Check	07/21/2021	EFT	Kaiser Permanente	Health Insurance	1,275.76
Liability Check	07/21/2021	EFT	Principal	Dental & Vision Insurance	1,643.96
Liability Check	07/21/2021	EFT	Western Health Advantage	Health Insurance	13,668.57
Liability Check	07/28/2021	EFT	QuickBooks Payroll Service	For PP Ending 07/24/21 Pay date 07/29/21	16,787.67
Liability Check	07/29/2021	EFT	CalPERS	For PP Ending 07/24/21 Pay date 07/29/21	2,623.59
Liability Check	07/29/2021	EFT	CalPERS	For PP Ending 07/24/21 Pay date 07/29/21	1,110.54
Liability Check	07/29/2021	EFT	Internal Revenue Service	Employment Taxes	6,397.04
Liability Check	07/29/2021	EFT	Employment Development	Employment Taxes	1,299.40
Liability Check	07/29/2021	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,982.89
Check	07/29/2021	1789	Customer	Hydrant Meter Deposit Refund	900.50
Check	07/29/2021	1790	Customer	Final Bill Refund	114.24
Check	07/29/2021	1791	Customer	Final Bill Refund	94.18
Check	07/29/2021	1792	Customer	Final Bill Refund	78.54
Check	07/29/2021	1793	Customer	Final Bill Refund	104.52
Check	07/29/2021	1794	Customer	Final Bill Refund	117.04
Bill Pmt -Check	07/29/2021	1795	Affordable Heating & Air	Pumping Maintenance	240.00
Bill Pmt -Check	07/29/2021	1796	BSK Associates	Lab Fees	12,615.00
Bill Pmt -Check	07/29/2021	1797	Buckmaster Office Solutions	Office Equipment	80.91
Bill Pmt -Check	07/29/2021	1798	County of Sacramento	Permit	1,020.00

**Rio Linda Elverta Community Water District
Expenditure Report
July 2021**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/29/2021	1799	Energy Systems	Pumping Maintenance	3,799.56
Bill Pmt -Check	07/29/2021	1800	Pacific Shredding	Office Expense	30.00
Bill Pmt -Check	07/29/2021	1801	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	07/29/2021	1802	Sacramento Groundwater Authority	Annual Membership Dues	29,955.00
Bill Pmt -Check	07/29/2021	1803	Sierra Chemical	Chemical Supplies	710.87
Bill Pmt -Check	07/29/2021	1804	Staples	Office Expense	66.78
Bill Pmt -Check	07/29/2021	1805	Underground Service Alert	Distribution Supplies	1,495.53
Bill Pmt -Check	07/29/2021	1806	Unifirst	Uniforms	227.64
Bill Pmt -Check	07/29/2021	1807	Kurey & Associates	Capital Improvement: Well 16	16,200.00
Total 10000 - Bank - Operating Account					<u>407,465.72</u>

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Rio Linda Elverta Community Water District
Expenditure Report
July 2021

Type	Date	Num	Payee	Memo	Amount
Transfer	07/29/2021	EFT	RLECWD	Funds Transfer to refund operating account for Well 16 Disbursements	18,162.62
10385 · Pacific Premier Bank Checking					<u>18,162.62</u>



**Consent Calendar
Agenda Item: 4.3**

Date: September 20, 2021

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Districts Financial Reports for the month of July 2021.

Current Background and Justification:

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

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

Conclusion:

I recommend the Board approve the Financial Reports for July 2021.

Board Action / Motion

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

Rio Linda Elverta Community Water District

Balance Sheet
As of July 31, 2021

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ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 799,067.71

Total 10000 · Operating Account 799,067.71

10475 · Capital Improvement

10480 · General 204,480.19

10481 · Cr6 Mitigation 454,500.00

10485 · Vehicle Replacement Reserve 90,000.00

Total 10450 · Capital Improvement 748,980.19

10490 · Future Capital Imp Projects 1,278,980.90

Total 100 · Cash & Cash Equivalents 2,827,028.80

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 525,690.91

10300 · Surcharge 1 Account 727,789.23

10350 · Umpqua Bank Debt Service 49,277.26

10380 · Surcharge 2 Account 238,111.80

10385 · OpusBank Checking 557,800.58

Total 102.2 · Restricted for Debt Service 2,098,669.78

102.4 · Restricted Other Purposes

10600 · LAIF Account 336,071.12

10650 · Operating Reserve Fund 301,822.12

Total 102.4 · Restricted Other Purposes 637,893.24

Total 102 · Restricted Assets 2,736,563.02

Total Checking/Savings 5,563,591.82

Accounts Receivable 51,617.34

Other Current Assets

12000 · Water Utility Receivable 687,988.19

12200 · Accrued Revenue 0.00

12250 · Accrued Interest Receivable 721.31

15000 · Inventory Asset 37,280.90

16000 · Prepaid Expense 76,922.10

Total Other Current Assets 802,912.50

Total Current Assets 6,418,121.66

Fixed Assets

17000 · General Plant Assets 661,464.54

17100 · Water System Facilites 24,938,800.63

17300 · Intangible Assets 373,043.42

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

18000 · Construction in Progress 424,288.05

18100 · Land 576,673.45

Total Fixed Assets 16,501,594.55

Other Assets

18500 · ADP CalPERS Receivable 500,000.00

19000 · Deferred Outflows 227,638.00

19900 · Suspense Account 143.02

Total Other Assets 727,781.02

TOTAL ASSETS 23,647,497.23

Rio Linda Elverta Community Water District

Balance Sheet

As of July 31, 2021

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	40,572.00
Credit Cards	0.00
Other Current Liabilities	900,633.18

Total Current Liabilities	941,205.18
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Long Term Liabilities

23000 · OPEB Liability	115,693.00
23500 · Lease Buy-Back	607,287.27
25000 · Surcharge 1 Loan	3,468,784.61
25050 · Surcharge 2 Loan	2,555,040.16
26000 · Water Rev Refunding	1,658,697.00
26500 · ADP CalPERS Loan	470,000.00
27000 · Community Business Bank	193,071.58
29000 · Net Pension Liability	1,055,771.00
29500 · Deferred Inflows-Pension	20,431.00
29600 · Deferred Inflows-OPEB	82,332.00

Total Long Term Liabilities	10,227,107.62
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Total Liabilities	11,168,312.80
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Equity

31500 · Invested In Capital Assets, Net	6,941,771.46
32000 · Restricted for Debt Service	705,225.24
38000 · Unrestricted Equity	4,744,440.76
Net Income	87,747.07

Total Equity	12,479,184.53
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TOTAL LIABILITIES & EQUITY	23,647,497.33
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Rio Linda Elverta Community Water District
 Operating Profit & Loss Budget Performance
 As of July 31, 2021

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	<u>Annual Budget</u>	<u>Jul 21</u>	<u>Jul 21</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	2,915,600.00	181,423.77	181,423.77	6.22%	2,734,176.23
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	400.00	277.15	277.15	69.29%	122.85
Surcharge Total 41110 · Investment Revenue	400.00	277.15	277.15	69.29%	122.85
41120 · Property Tax	95,700.00	0.00	0.00	0.00%	95,700.00
Total 41000 · Nonoperating Revenue	96,100.00	277.15	277.15	0.29%	95,822.85
Total Income	3,011,700.00	181,700.92	181,700.92	6.03%	2,829,999.08
Gross Income	3,011,700.00	181,700.92	181,700.92	6.03%	2,829,999.08
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	99,550.00	2,000.00	2,000.00	2.01%	97,550.00
60100 · Personnel Services					
60110 · Salaries & Wages	727,167.00	45,601.17	45,601.17	6.27%	681,565.83
60150 · Employee Benefits & Expense	463,621.00	21,724.18	21,724.18	4.69%	441,896.82
Total 60100 · Personnel Services	1,190,788.00	67,325.35	67,325.35	5.65%	1,123,462.65
60200 · Administration	205,682.00	44,722.60	44,722.60	21.74%	160,959.40
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	442,200.00	31,425.38	31,425.38	7.11%	410,774.62
Total 60000 · Operating Expenses	1,938,520.00	145,473.33	145,473.33	7.50%	1,793,046.67
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	148,158.00	0.00	0.00	0.00%	148,158.00
69110 · Interest	53,111.00	0.00	0.00	0.00%	53,111.00
Total 69100 · Revenue Bond	201,269.00	0.00	0.00	0.00%	201,269.00
69125 · AMI Meter Loan					
69130 · Principle	51,344.00	25,474.75	25,474.75	49.62%	25,869.25
69135 · Interest	7,170.00	3,782.21	3,782.21	52.75%	3,387.79
Total 69125 · AMI Meter Loan	58,514.00	29,256.96	29,256.96	50.00%	29,257.04
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,850.00	0.00	0.00	0.00%	1,850.00
Total 69100 · PERS ADP Loan	31,850.00	0.00	0.00	0.00%	31,850.00
Total 69010 · Debt Service	291,633.00	29,256.96	29,256.96	10.03%	262,376.04
69400 · Other Non-Operating Expense	2,000.00	0.00	0.00	0.00%	2,000.00
Total 69000 · Non-Operating Expenses	293,633.00	29,256.96	29,256.96	9.96%	264,376.04
Total Expense	2,232,153.00	174,730.29	174,730.29	7.83%	2,057,422.71
Net Ordinary Income	779,547.00	6,970.63	6,970.63		
Net Income	779,547.00	6,970.63	6,970.63		

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2020-21
 As of July 31, 2021

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES						
Fund Transfers						
Operating Fund Transfers In	786,847.00	65,570.00	-	-	-	-
CIP Fund Intrafund Transfers	(391,670.00)	-	381,670.00	-	10,000.00	-
Surcharge 2 Surplus Repayment	79,747.00	-	-	-	-	-
Investment Revenue	300.00	6.10	600.00	10.87	-	-
PROJECTS						
A · WATER SUPPLY	-					
A-1 · Miscellaneous Pump Replacements	40,000.00	-				
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-
B · WATER DISTRIBUTION						
B-1 · Service Replacements	30,000.00	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	-				
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
Total B · WATER DISTRIBUTION	155,000.00	-	-	-	-	-
M · GENERAL PLANT ASSETS						
M-1 · Urban Water Management Plan	50,000.00	-	-	-	-	-
Total M · GENERAL PLANT ASSETS	50,000.00	-	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	245,000.00	-	-	-	-	-

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET 2020-2021**

3.07.500 Minor Revisions and reallocations between line items by General Manager; September 20, 2021 Revision 3

			2020-2021 UNAUDITED ACTUAL JULY 20-JUNE 21	CURRENT 2020-2021 BUDGET	REVISED 2020-2021 BUDGET	DIFFERENCE	EXPLANATION
REVENUE							
	40000 OPERATING REVENUE						
	40100 Water Service Rates						
	40101	Basic Service Charge	1,929,785.00	1,901,272.00	1,901,272.00	0.00	
	40102	Usage Charge	778,946.00	656,303.00	656,303.00	0.00	
	40105	Backflow Charge	26,458.00	25,000.00	25,000.00	0.00	
	40106	Fire Prevention	13,522.00	13,500.00	13,500.00	0.00	
		Total Water Service Rates	2,748,711.00	2,596,075.00	2,596,075.00	0.00	
	40200 Water Service Fees						
	40201	Application Fees	7,790.00	6,500.00	6,500.00	0.00	
	40202	Delinquency	84,570.00	90,000.00	90,000.00	0.00	
	40209	Misc. Charges	3,302.00	7,000.00	7,000.00	0.00	
		Total Water Services	95,662.00	103,500.00	103,500.00	0.00	
	40300 Other Water Service Fees						
	40301	New Construction QC	16,466.00	4,000.00	4,000.00	0.00	
	40302	Service Connection Fees	10,400.00	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	995.00	6,000.00	6,000.00	0.00	
	40305	Grant Revenue-Operating	0.00	0.00	0.00	0.00	
		Total Other Water Service Fees	27,861.00	20,000.00	20,000.00	0.00	
	TOTAL OPERATING REVENUE		2,872,234.00	2,719,575.00	2,719,575.00	0.00	
	41000 NON-OPERATING REVENUES						
	41110	Investment Revenue	245.00	400.00	400.00	0.00	
	41120	Property Taxes & Assessments	103,904.00	88,500.00	88,500.00	0.00	
	TOTAL NON-OPERATING REVENUE		104,149.00	88,900.00	88,900.00	0.00	
TOTAL REVENUE			\$2,976,383.00	\$2,808,475.00	\$2,808,475.00	0.00	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET 2020-2021**

3.07.500 Minor Revisions and reallocations between line items by General Manager; September 20, 2021 Revision 3

			2020-2021 UNAUDITED ACTUAL JULY 20-JUNE 21	CURRENT 2020-2021 BUDGET	REVISED 2020-2021 BUDGET	DIFFERENCE	EXPLANATION
OPERATING EXPENSE							
	60010 PROFESSIONAL FEES						
	60011	General Counsel fees-Legal	\$11,121.00	\$15,000.00	\$15,000.00	\$0.00	
	60012	Auditor Fees	11,541.00	11,550.00	11,550.00	0.00	
	60013	Engineering Services	60,000.00	70,000.00	60,860.00	(9,140.00)	Decreased to adjust for 65410
	60015	Other Professional Fees	30,052.00	38,450.00	38,450.00	0.00	
		TOTAL PROFESSIONAL FEES	112,714.00	135,000.00	125,860.00	(9,140.00)	
	60100 PERSONNEL SERVICES						
	60110	Salaries & Wages					
	60111	Salary - General Manager	123,526.00	118,087.00	123,526.00	5,439.00	Increased to adjust for year-end accruals
	60112	Staff Regular Wages	572,957.00	583,330.00	577,891.00	(5,439.00)	Decreased to adjust for 60111
	60113	Contract Extra Help	0.00	0.00	0.00	0.00	
	60114	Staff Standby Pay	17,900.00	18,250.00	18,250.00	0.00	
	60115	Staff Overtime Pay	5,664.00	10,200.00	10,200.00	0.00	
		Total Salaries & Wages	720,047.00	729,867.00	729,867.00	0.00	
	60150	Employee Benefits and Expenses					
	60151	PERS Retirement	631,713.00	632,665.00	632,665.00	0.00	
	60152	Workers Compensation	18,779.00	18,115.00	18,779.00	664.00	Increased to adjust for year-end accruals
	60153	Medical & Benefit Insurance	170,836.00	189,236.00	188,572.00	(664.00)	Decreased to adjust for 60152
	60154	Retirees Insurance	36,200.00	36,200.00	36,200.00	0.00	
	60155	Staff Training	103.00	5,000.00	5,000.00	0.00	
	60157	Uniforms	3,978.00	6,550.00	6,550.00	0.00	
	60158	Payroll Taxes	57,166.00	57,825.00	57,825.00	0.00	
	60159	Payroll Services	1,336.00	1,400.00	1,400.00	0.00	
	60160	457 Employer Contribution	13,796.00	13,850.00	13,850.00	0.00	
		Total Employee Benefits and Expenses	933,907.00	960,841.00	960,841.00	0.00	
		TOTAL PERSONNEL SERVICES	\$1,653,954.00	\$1,690,708.00	\$1,690,708.00	\$0.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET 2020-2021**

3.07.500 Minor Revisions and reallocations between line items by General Manager; September 20, 2021 Revision 3

			2020-2021 UNAUDITED ACTUAL JULY 20-JUNE 21	CURRENT 2020-2021 BUDGET	REVISED 2020-2021 BUDGET	DIFFERENCE	EXPLANATION
60200 ADMINISTRATION							
60205	Bank and Merchant Fees		\$3,245.00	\$4,500.00	\$4,500.00	\$0.00	
60207	Board Meeting Expense		11,200.00	11,370.00	11,370.00	0.00	
60210	Building Expenses						
60211	Office Utilities		6,125.00	6,125.00	6,125.00	0.00	
60212	Janitorial		2,340.00	2,340.00	2,340.00	0.00	
60213	Maintenance		2,434.00	4,200.00	4,200.00	0.00	
60214	Security		336.00	400.00	400.00	0.00	
	Total Building Expenses		11,235.00	13,065.00	13,065.00	0.00	
60220	Computer & Equipment Maint.						
60221	Computer Systems		27,519.00	26,300.00	27,519.00	1,219.00	Increased to adjust for actual
60222	Office Equipment		640.00	660.00	660.00	0.00	
	Total Computer & Equipment Maint.		28,159.00	26,960.00	28,179.00	1,219.00	
60230	Office Expense		3,140.00	6,000.00	6,000.00	0.00	
60240	Postage and Delivery		18,525.00	20,000.00	18,781.00	(1,219.00)	Decreased to adjust for 60221
60250	Printing		9,493.00	9,500.00	9,500.00	0.00	
60255	Meetings & Conferences		0.00	1,325.00	1,325.00	0.00	
60260	Publishing		595.00	600.00	600.00	0.00	
60270	Telephone & Internet		4,120.00	4,200.00	4,200.00	0.00	
60430	Insurance						
60431	General Liability		23,969.00	23,970.00	23,970.00	0.00	
60432	Property		6,099.00	6,100.00	6,100.00	0.00	
	Total Insurance		30,068.00	30,070.00	30,070.00	0.00	
60500	Water Memberships						
60501	SAWWA		0.00	110.00	110.00	0.00	
60503	SGA		26,112.00	26,179.00	26,179.00	0.00	
60504	ACWA		9,735.00	10,122.00	10,122.00	0.00	
60505	CSDA		7,253.00	7,431.00	7,431.00	0.00	
60507	CRWA		1,367.00	1,392.00	1,392.00	0.00	
	Total Water Memberships		44,467.00	45,234.00	45,234.00	0.00	
60550	Permits & Fees		31,468.00	31,000.00	31,468.00	468.00	Increased to adjust for actual
60555	Subscriptions & Licensing		1,987.00	2,120.00	2,120.00	0.00	
60560	Elections		1,887.00	2,400.00	1,932.00	(468.00)	Decreased to adjust for 60550
60565	Uncollectable Accounts		2,231.00	2,250.00	2,250.00	0.00	
60570	Other Operating Expenditures		300.00	500.00	500.00	0.00	
TOTAL ADMINISTRATION			\$202,120.00	\$211,094.00	\$211,094.00	\$0.00	

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**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET 2020-2021**

3.07.500 Minor Revisions and reallocations between line items by General Manager; September 20, 2021 Revision 3

			2020-2021 UNAUDITED ACTUAL JULY 20-JUNE 21	CURRENT 2020-2021 BUDGET	REVISED 2020-2021 BUDGET	DIFFERENCE	EXPLANATION
	64000 CONSERVATION						
	64001	Community Outreach	0.00	300.00	300.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	0.00	
	TOTAL CONSERVATION		0.00	300.00	300.00	0.00	
	65000 FIELD OPERATIONS						
	65100 Other Field Operations						
	65110	Backflow Testing	\$1,750.00	\$3,000.00	\$1,750.00	(\$1,250.00)	Decreased to adjust for 65140, 65410
	65120	Construction Equipment Maintenance	8,711.00	8,720.00	8,711.00	(9.00)	Decreased to adjust for 65410
	65130	Field Communication	3,323.00	3,400.00	3,323.00	(77.00)	Decreased to adjust for 65410
	65140	Field IT	37,771.00	37,300.00	37,771.00	471.00	Increased to adjust for actual
	65150	Laboratory Services	22,579.00	23,500.00	22,579.00	(921.00)	Decreased to adjust for 65410
	65160	Safety Equipment	4,769.00	5,000.00	4,769.00	(231.00)	Decreased to adjust for 65410
	65170	Shop Supplies	6,161.00	7,000.00	6,161.00	(839.00)	Decreased to adjust for 65410
		Total Other Field Operations	85,064.00	87,920.00	85,064.00	(2,856.00)	
	65200	Treatment	22,238.00	21,500.00	22,238.00	738.00	Increased to adjust for actual
	65300 Pumping						
	65310	Maintenance	21,887.00	25,000.00	21,887.00	(3,113.00)	Decreased to adjust for 65200, 65410
	65320	Electricity and Fuel	237,153.00	237,200.00	237,153.00	(47.00)	Decreased to adjust for 65410
		Total Pumping	259,040.00	262,200.00	259,040.00	(3,160.00)	
	65400 Transmission & Distribution						
	65410	Distribution Supplies	58,777.00	37,000.00	58,777.00	21,777.00	Increased to adjust for year-end adjustments to inventory
	65430	Tank Maintenance	800.00	1,400.00	800.00	(600.00)	Decreased to adjust for 65410
	65440	Contract Repairs	4,600.00	4,600.00	4,600.00	0.00	
	65450	Valve Replacements	0.00	0.00	0.00	0.00	
	65460	Paving Repairs	24,343.00	25,000.00	24,343.00	(657.00)	Decreased to adjust for 65410
		Total Transmission & Distribution	88,520.00	68,000.00	88,520.00	20,520.00	
	65500 Transportation						
	65510	Fuel	10,318.00	13,000.00	10,318.00	(2,682.00)	Decreased to adjust for 65410
	65520	Maintenance	2,580.00	6,000.00	2,580.00	(3,420.00)	Decreased to adjust for 65410
		Total Transportation	12,898.00	19,000.00	12,898.00	(6,102.00)	
	TOTAL FIELD OPERATIONS		\$467,760.00	\$458,620.00	\$467,760.00	\$9,140.00	
	TOTAL OPERATING EXPENSES		\$2,436,548.00	\$2,495,722.00	\$2,495,722.00	\$0.00	

RIO LINDA ELVERTA COMMUNITY WATER DISTRICT

OPERATING BUDGET 2020-2021

3.07.500 Minor Revisions and reallocations between line items by General Manager; September 20, 2021 Revision 3

			2020-2021 UNAUDITED ACTUAL JULY 20-JUNE 21	CURRENT 2020-2021 BUDGET	REVISED 2020-2021 BUDGET	DIFFERENCE	EXPLANATION
NON OPERATING EXPENSES							
	69010 Debt Service						
	69100	Revenue Bond 2015					
	69105	Revenue Bond 2015-Principle	145,736.00	145,736.00	145,736.00	0.00	Per Loan Payment Schedule
	69120	Interest	56,763.00	57,490.00	57,490.00	0.00	Per Loan Payment Schedule
		Total Revenue Bond 2015	202,499.00	203,226.00	203,226.00	0.00	
	69125	AMI Meter Loan					
	69130	Principle	49,789.00	49,789.00	49,789.00	0.00	Per Loan Payment Schedule
	69135	Interest	8,725.00	8,725.00	8,725.00	0.00	Per Loan Payment Schedule
		Total AMI Meter Loan	58,514.00	58,514.00	58,514.00	0.00	
	69400	Other Non Operating Expense	0.00	2,000.00	2,000.00	0.00	
TOTAL NON OPERATING EXPENSES			\$261,013.00	\$263,740.00	\$263,740.00	\$0.00	
TOTAL EXPENSE			\$2,697,561.00	\$2,759,462.00	\$2,759,462.00	\$0.00	
NET INCOME (Income-Expense)			\$278,822.00	\$49,013.00	\$49,013.00	\$0.00	Approved by Board Resolution 2021-01



Items for Discussion and Action
Agenda Item: 5.1

Date: September 20, 2021
Subject: General Manager's Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



Date: September 20, 2021

Subject: General Manager Report

Staff Contact: Timothy R. Shaw, General Manager

For the given month, I participated in the following reoccurring meetings and special events: Demands associated with office equipment requiring repair and replacement affected this reporting period. Human Resources items also demanded attention for an employee on temporary disability, an employee on California Families Relief Act leave and an employee undergoing COVID19 protocols. The District complied with the State Water Resource Control Board water service arrearages (delinquent accounts) funding survey. The Final Budget has been prepared for Board consideration and the annual independent audit is wrapping up.

1. On Aug 17th and Aug 19th, I attended the Water Audit Validator recertification training and test. I passed, which will continue the ratepayer's savings on the audit validation expense. The average charge for each annual Water Loss Audit is approximately \$3,000 for a licensed, outsourced service provider.
2. On Aug 24th, I participated in a meeting with the consultant engaged in the Water Forum successor agreement process.
3. On Aug 27th and September 13th, I met with the RLECWD MOU Renewal Ad Hoc Committee (Ridilla/Reisig) to discuss renewal of the collective bargaining agreement (MOU).
4. On Aug 31st and Sept 14th, I met with the Teamster Local 150 to discuss the MOU renewal.
5. On September 1st, I participated in a Water Forum, Water Caucus meeting. There was an unreasonable volume of debate on the established protocols for reaching consensus.
6. On September 7th, I forwarded along to all RLECWD Board Members a letter mailed to the District from Carmichael Water District regarding the proposed merger of SGA, SCGA and RWA.

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

- Drought Emergency
- COVID Mask Mandates
- MOU Renewal dialog

Additional items of interest:

In addition to the dysfunctional HVAC unit, one of the toilets began to leak. We received one quote from a local service provider, reached staff concluded was unreasonably high-priced and would also require in-house staff work and costs to restore the flooring. In response, staff performed the entire repair. This saved the ratepayers / taxpayers between \$800 to \$1,000. Efforts of staff are commendable.



**Items for Discussion and Action
Agenda Item: 5.2**

Date: September 20, 2021
Subject: District Engineer’s Report
Staff Contact: Mike Vasquez, District Engineer

Recommended Committee Action:

N/A this item is not discussed at committees.

Current Background and Justification:

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

Conclusion:

There is no Board action anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

15 September 2021

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District
From: Mike Vasquez, PE, PLS, Principal (EKI), District Engineer (RL/ECWD)
Subject: **District Engineer's Report for the 20 September 2021 Board of Directors Meeting**

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 13 August 2021 to 15 September 2021:

1. General District Engineering:

- Labor Compliance Program Annual Report – The District's labor compliance consultant, Kurey and Associates, submitted the District's annual labor compliance program report to the California Department of Industrial Relations on 8/17/2021.
- Conducted a tour of the Well 16 site for the District's auditor to examine assets on 9/1/2021.
- Prepared a draft Request for Proposals for the 2020 Urban Water Management Plan to be presented to the Board of Directors by the General Manager under a separate agenda item.

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

- 5845 Dry Creek Road (Between E Street and C Street) – The property owner inquired about installing a 1.5" water service and meter for the property. Plans have been submitted, but the owner is deciding between having District Operations Staff perform the installation (plans would not be required in this instance, only the installation fee) and having a private contractor perform the installation (plans and review fee are required). Staff will move accordingly after a decision is made by the owner.
- 428 West Delano Street (5 lots, between El Rio Avenue and Marindell Street) – The developer submitted plans on 8/26/2021. The District is waiting for the plan review fee to be submitted before performing the review.

3. Well 16 Pump Station Construction Project:

- Staff anticipates that the project final completion report will be approved by DWR on October. According to the Operations Superintendent, the well continues to operate effectively.

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

Very truly yours,

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



Items for Discussion and Action Agenda Item: 5.3

Date: September 20, 2021

Subject: Request for Proposals (RFP) for Professional Services to Draft the RLECWD 2020 Urban Water Management Plan (2020 UWMP).

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the September 20th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

2020 UWMPs were due for submittal to the California Department of Water Resources (DWR) on July 1, 2021. The RLECWD Board previously directed staff to bring an RFP to the Board for consideration. This process was postponed due to the unanticipated postponement of the June 2021 rates adjustment public hearing. It was virtually infeasible to move forward on drafting a 2020 UWMP under the uncertainty of the 2016-2020 rate structure. Furthermore, the 2016-2020 rate structure and its incompatibility with water loss, water efficiency and conservation mandates would have been unjustifiable.

The statutes and principles associated with the every 5-years cycle for adopting UWMPs continues to provide grants and low-interest loan ineligibility as a deterrent to those agencies considering NOT adopting an UWMP. Similarly, even if an agency adopts a new UWMP, written to comply with DWR published guidelines, grant and loan eligibility may be compromised if the agency fails to continue compliance with tangible, key elements of the 2020 UWMP. For example, an agency can adopt a new UWMP, get DWR approval of their 2020 UWMP, then fail to comply with indoor water use efficiency standards and become grants/loans ineligible despite having an adopted plan.

Contrastingly, if an agency decides to intentionally opt out of UWMP adoption to save the \$30,000 to \$50,000 preparation cost because the agency doubts its ability to comply with water loss, water

efficiency or water conservation mandates, that agency may save money on the 2020 UWMP preparation cost, but that agency will likely see those savings offset by fines levied by the state for failing to achieve water loss, water efficiency or water conservation standards. In a sense, agencies can be penalized either way.

Conclusion:

The Board should approve the RFP for professional services to draft the RLECWD 2020 Urban Water Management Plan. Further the District needs to prepare for adhering to the plan's requirements throughout the 5-year life of the plan.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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

RLECWD Agenda Item Checklist

Item 5.3

Date

Initial Potential Meeting Date

09/20/2021

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

Request for Proposals (RFP) for Professional Services to Draft the RLECWD 2020 Urban Water
Management Plan (2020 UWMP).

09/02/2021

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other
Water or special districts, District Engineer, Legal Counsel then laying out business cases,
pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff Work

09/07/2021

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

Formal Legal Counsel Review

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

N/A

GM Review

09/16/2021

Actual Meeting Date Set for Agenda Item

09/20/2021

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT: 2020 Urban Water Management Plan
PROJECT NO. _____ - _____

AGREEMENT FOR CONSULTING SERVICES

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California ("District") and [Consultant Name], ("Consultant") (each individually a "Party" and collectively the "Parties"). There are no other parties to this Agreement.

RECITALS

- A. Consultant represents to District that it is a duly qualified and licensed firm experienced in providing professional engineering consulting services in support of the 2020 Urban Water Management Plan project (the "Project").
- B. In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Consultant to perform consulting services on the 2020 Urban Water Management Plan project.
- C. Consultant has been selected as the most qualified to provide engineering services resulting from their submitted Proposal dated [Month, Day,] 20___ in response to the District's Request for Proposals dated [Month, Day,] 20___, a description of such services is attached hereto as **Exhibit A** ("Services").

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 continue for three (3) years ("Term"), provided that either Party may terminate the Agreement by providing thirty (30) days written notice to the other Party.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date"). Consultant, however, shall

Use of Proposal Ideas

The District reserves the right to use any or all of the firms' ideas presented in the proposals. Selection or rejection of the proposal does not affect this right.

Any information submitted in a proposal which the consultant considers proprietary must be identified as such, and the consultant shall include the legal basis for a claim of confidentiality. The District will not assert the confidentiality of such information unless the consultant executes and submits a written agreement prepared by the District, to defend and indemnify the District for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not the District will assert the claim of confidentiality on behalf of the bidder is in the sole discretion of the District.

9. Proposal Evaluations

The proposals will be reviewed and evaluated by District staff. The District does not anticipate interviews. Date of final selection is listed above.

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
1. Project Approach/Workplan	40
2. Experience and Qualifications	30
3. Project Understanding	15
4. References	15
Total Possible Points:	100

Award of the RFP shall be made to the, responsive and responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the District after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. Proposals shall be scored according to the criteria stated in the RFP.

10. Award of Contract

The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive an informality or non-substantive irregularity as the interest of the District may require and to be the sole judge of the selection process. The District also reserves the right to negotiate separately in any manner to serve the best interest of the District.

We appreciate your interest in providing engineering services to the District and look forward to a successful relationship with the selected firm. If you have any questions, please contact District Engineer Mike Vasquez, PE, PLS at (650) 292-9112 or mvasquez@ekiconsult.com.

G. Project Approach/Work Plan

Provide a detailed discussion of the consultant's approach towards the successful and timely completion of the scope described above. Identify any critical issues or potential problems and discuss how your firm will address them. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

Include a description of all work that will be subcontracted to others. Also, include your expectations of work to be performed by District staff.

H. Proposed Budget and Rate Schedule, SUBMITTED IN A SEPARATE PDF Attachment

In a separate PDF Attachment: Provide a cost estimate on a task-by-task basis and the hourly rate for each project team member proposed to work on the District's project. Include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated time expected for each task. The budget for the project must be presented as not-to-exceed, with all overhead/expenses included in the estimated costs.

It is expected that the rates will remain in effect for the duration of the Agreement. The rate schedule shall also include any other rates such as subconsultant markups, reimbursable expenses, equipment, or other direct costs that may be incurred. Also include any other rates to be potentially incurred by the District. If the District is unable to negotiate a professional services agreement with the most qualified respondent, and/or finds the budget unreasonable for the needs of the District, the District will terminate discussions with the most qualified respondent and begin discussions with the second most qualified respondent and so on until a professional services agreement is executed with a reasonable budget meeting the District's needs.

I. Appendices

Include resumes of project team members. Each resume shall not exceed three (3) pages.

8. Pertinent Information**Addenda and Supplements**

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided to all firms on the RFP distribution list. Copies of any addenda signed as received by the proposer shall be included in the proposal under an appendix.

Proposal Costs

All costs associated with the development of the proposal shall be the responsibility of the consultant and shall not be chargeable in any manner to the District.

- Statement of acceptance or objections to terms and conditions of the District's Agreement for Consulting Services (Appendix A). If there are any comments on the terms and conditions, alternative language shall be included for consideration by the District.
- A statement that the consultant will meet the insurance requirements stated in the attached Sample Agreement (Appendix A).
- Statement of no conflict of interest if awarded this contract or how any potential conflicts will be addressed.

B. Company Background

A brief statement of the firm's background and organization.

C. Project Team

An organizational chart and a brief summary of the qualifications and experience of the key members of the firm's project team who would be expected to provide the desired services. Any change in the project team by the selected consulting firm would need to be approved in writing by the District. Describe the primary responsibilities of each staff member.

D. Qualifications

A statement of the firm's qualifications and ability to commit adequate resources to perform the scope of services and successfully complete the project in a timely manner. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff.

E. Experience

A summary of the firm's experience with two completed 2015 UWMP's and three completed or ongoing 2020 UWMP's. Two additional completed or ongoing 2020 UWMP's may replace the two completed 2015 UWMP's. Include a brief project description, an explanation of the work that was performed by the firm, dates, client reference information, contact name(s), email addresses, and phone numbers.

Describe each team member's involvement with the projects listed in the summary of firm's experience. Provide similar level of information for key members of any proposed sub-consultant firm.

F. Project Understanding

Based on the available information, supplemental research, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the District's stated goals. Include any issues that you believe will require special consideration for this project. Also, identify any unique approaches or strengths that your firm may have related to this project. District staff will assess your understanding of all aspects of the project based on the overview.

Proposals must be received by the date and time described above. The District reserves the right to reject any or all of the proposals submitted. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from any of the firms providing a proposal.

7. Proposal Requirements

The proposal shall display clearly and accurately the capability, knowledge, experience, and capacity of the consulting firm to meet the requirements of this RFP. Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. The entire content of the proposal is limited to 10 sheets (20 pages), excluding cover, resumes, and any appendices. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

The proposal submitted in response to this RFP shall include:

A. Cover Letter

A principal of the consulting firm authorized to commit the firm to the requirements of the RFP must sign the letter. The cover letter shall include the following:

- Title of this RFP.
- Name and Mailing Address of Consulting Firm (include physical location if mailing address is a PO Box).
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement committing personnel identified in the proposal to support the District when requested by the District.
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number)

Administrative Draft for review. Incorporate District edits and refinements into the Public Draft UWMP.

- ii. Public Draft UWMP: Provide two (2) paper copies of the Public Draft UWMP for public comment, and four (4) bound paper copies and one electronic PDF version of the Public Draft UWMP for the District. Discuss comments received by the District as a result of external review and modify the Public Draft UWMP under District direction.
- iii. Preparation and Filing of Final UWMP: Modify the Public Draft UWMP under direction of the District, incorporating comments received from the public and board hearing to develop the Final 2020 UWMP. Provide the District four (4) paper copies of the final 2020 UWMP; Electronic file in Adobe PDF format; and Electronic files in Word and Excel formats of the Final 2020 UWMP.

Task 4 Deliverables:

- Administrative Draft UWMP (1 electronic copy)
- Public Draft UWMP (4 hard copies for the District and 2 additional hard copies for public review, 1 electronic [PDF] copy)
- Final UWMP (4 hard copies, 2 electronic copies [PDF and Word versions])
- Final UWMP submittal to DWR
- Address any DWR comments, prepare and submit errata, if necessary

E. Task 5 – Public Outreach

This task includes support to the District for public input on the UWMP including attending and presenting at up to three (3) District Board of Directors meetings and/or public hearings.

Task 5 Deliverables:

- Meeting agendas and minutes
- Presentation materials (e.g., handouts and presentations)

6. Required Submittals for Proposals

Proposals are to be submitted no later than 2:00 PM on October 22, 2021 addressed to:

Rio Linda/Elverta Community Water District
Attention: Mike Vasquez, PE, PLS, District Engineer
730 L Street
Rio Linda, CA 95673

In light of the COVID-19 pandemic, proposals shall be submitted in electronic PDF format via email transmittal to mvasquez@ekiconsult.com. The proposer is requested to submit the proposal response and cost estimate in separate attachments to the email.

- v. Senate Bill x-7 Per-Capita Water Usage Analysis: Compare current and historic water demands to the SBX7-7 baseline and targets to determine compliance.
- vi. Evaluation of Supply Versus Demand: Compare the District's projected water supply to projected water demand in five-year increments for the next 25 years, for normal years and for an extended five-year drought period.

Task 2 Deliverables:

- Draft description of current and future water projects
- Draft supply projections including descriptions of methodology and water source quality, availability, and reliability
- Draft supply versus demand projection comparisons

C. Task 3 – Water Shortage Contingency Planning and Water Conservation Information

This task includes water shortage contingency planning and water conservation information.

- i. Water Shortage Contingency Plan (WSCP): Update the District's WSCP to benefit from lessons learned during the recent drought, assesses options to reduce water demands under projected dry-year scenarios, and meets the additional requirements under the SWRCB's Emergency Drought Regulations, and recent *Making Water Conservation a California Way of Life* (AB-1668/SB-606). The WSCP shall include items as required per CWC §10632.
- ii. Drought Risk Assessment: Establish and document procedures for conducting an annual water supply and demand assessment, including identification of the data sources used and a written decision making process that the District will use each year to determine its water supply reliability.
- iii. Evaluation of Historic, Current and Projected Future Water Conservation: Based on the revised Demand Management Measure (DMM) framework required per Assembly Bill 2067 and CWC §10632.

Task 3 Deliverables:

- Water Shortage Contingency Plan
- Drought Risk Assessment
- Demand Management Measures

D. Task 4 – Prepare and Submit Administrative Draft and Final 2020 UWMP

This task includes the preparation of the written UWMP documents for the District and public review, incorporation of feedback, and subsequent preparation and submission of a final 2020 UWMP.

- i. Administrative Draft UWMP: Provide the District with one (1) electronic

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

5. Scope of Services

The Consultant selected for this project will be required to provide the labor, equipment and materials to complete the scope of work for this project as described below:

A. Task 1 – Project Management and Coordination

The consultant shall attend a project kick-off meeting with District staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required to develop the 2020 UWMP. An overall project schedule shall be reviewed, revised and updated by the consultant.

The consultant shall prepare a detailed schedule of the project for a completion date. It shall be the responsibility of the consultant to review and become familiar with all pertinent data for completion of the UWMP.

Task 1 Deliverables:

- Project kick-off meeting, with agenda and meeting notes
- Detailed data request
- Task-based project schedule, updated as needed
- Monthly invoices and task-based progress status reports

B. Task 2 – Prepare Water Supply and Demand Assessment

This task consists of collecting and reviewing pertinent information needed to prepare the 2020 UWMP and summarizing the key results for presentation to District staff.

The following items shall be included:

- i. Water System Descriptions: characteristics of the District's water service area including the water system, average rainfall, average temperature, demographics, water use sectors, and service area.
- ii. Current and Future Population projections
- iii. Water Supply and Reliability Estimates: water supply will be analyzed in five-year increments for the next 25 years for both normal conditions and an extended five-year drought period. The 2020 UWMP will incorporate information regarding the source, nature and projected availability of the District's current water supply
- iv. Current and Future Water Demand Estimates: demand projections by customer classes, including distribution system losses, in five-year increments through 2045

1. Introduction

The Rio Linda / Elverta Community Water District (District) is requesting proposals from qualified consultants to develop the 2020 Urban Water Management Plan (UWMP) which shall be a precise and systemic evaluation conducted in full compliance with the California Urban Water Management Planning Act, as codified in Section 10610 et.seq., of the California Water Code ("Act") and the Department of Water Resources' ("DWR") 2020 Urban Water Management Plan Guidebook for Water Suppliers ("DWR Guidebook"). The UWMP shall provide the District with analytical data and detailed recommendations in order to meet the above-mentioned regulations and statutory requirements.

2. Background/Overview

The District is an independent special water district which serves the communities of Rio Linda and Elverta in Sacramento County and serves approximately 4,500 customers. The District is located north of the City of Sacramento in northwestern Sacramento County. The area within the District's boundary comprises about 12,415 acres (19.4 square miles).

The District supplies its water system from 12 active groundwater wells, one elevated reservoir, one inline booster station, and a ground level reservoir and pump station.

3. Proposal Schedule

The following schedule is tentative, and the District may amend the tentative schedule as necessary by addenda.

Schedule of Events:

- a. Advertise RFP: September 21, 2021
- b. Pre-Proposal Conference: 10:30 AM on October 6, 2021
- c. Questions due: October 8, 2021
- d. Response to Questions Provided to RFP Holders: October 13, 2021
- e. Proposal Deadline: Must be received by 2:00 PM on October 22, 2021
- f. Anticipated Notice of Award: November 19, 2021
- g. Anticipated Notice to Proceed: December 6, 2021

The target date for project completion is June 30, 2022

4. Pre-Proposal Conference

A virtual pre-proposal conference has been scheduled for October 6, 2021 at 10:30 AM at:

[TEAMS/ZOOM Link here](#)

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.



**RIO LINDA/ELVERTA COMMUNITY
WATER DISTRICT**

730 L Street
Rio Linda, California 95673
Phone: (916) 991-1000 • Fax: (916) 991-6616
www.rlecwd.com

DRAFT

REQUEST FOR PROPOSALS (RFP)

For Professional Consulting Services and Support for the Preparation of the District's:

2020 Urban Water Management Plan

September 21, 2021

RESPONSES DUE:

October 22, 2021
2:00 PM

CONTACT:

Mike Vasquez, PE, PLS
District Engineer
(650) 292-9112
mvasquez@ekiconsult.com

not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Consultant shall perform the Services as described in **Exhibit A** and as provided in approved Task Orders. Consultant shall not receive additional compensation for the performance of any services unless they are approved by the District in writing.

(b) *Modification of Services.* Only the District's General Manager may authorize extra or changed work. Failure of Consultant to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant 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. Consultant warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed, and shall conform to the requirements of the Services provided in **Exhibit A** or as provided in an approved Task Order. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 6. Payment. The District shall pay Consultant for all Services described in **Exhibit A**, which are performed and invoiced by Consultant.

Consultant shall submit monthly invoices to District for Services performed and expenses incurred during the preceding month. District shall pay Consultant within 30 days of receipt of each invoice. Each invoice shall identify all services performed and any expenses for which reimbursement is requested. Prior to payment, District may require Consultant to furnish supporting information and documentation for all charges for which payment is sought.

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

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

Appendix A

(b) *Independent Consultant.* In performing the services hereinafter specified, Consultant shall act as an independent Consultant and shall have control of the work and the manner in which it is performed. Consultant 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, Consultant 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 Consultant.

(c) *Authority.* Consultant 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. Consultant shall also ensure that all sub-consultants are similarly licensed and qualified. Consultant represents and warrants to District that Consultant shall, at Consultant'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 Consultant to practice Consultant'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.* Consultant represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Consultant 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, Consultant 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.* Consultant 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. Consultant understands and agrees that it is Consultant's responsibility to determine the minimum prevailing wage and to report compliance as required under California law.

Section 8. Conformity with Law and Safety. Consultant 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. Consultant'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, Consultant shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the 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 Consultant's sub-consultant, if any; (c) name and address of Consultant'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, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 9. Excusable Delays. Consultant 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 Consultant. Force Majeure does not include: (a) Consultant's financial inability to perform; (b) Consultant's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Consultant's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Consultant.

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. 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 Consultant ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Consultant agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its Consultants or agents, in connection with the

Appendix A

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, Consultant 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 Consultant. 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 Consultant 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 Consultant.

(a) Consultant 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 Consultant or before Consultant commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Consultant. If District terminates this Agreement after District has issued the Notice to Proceed to Consultant and after Consultant has commenced performance under this Agreement, District shall pay Consultant the reasonable value of the Services rendered by Consultant pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services. Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant. District shall not in any manner be liable for Consultant's actual or projected lost profits had Consultant completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product

shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 14. Insurance Coverage. During the Term, the Consultant shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A. M. Best's rating of no less than A VII, and will provide the District with written proof of said insurance. Consultant 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 sub-consultant in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the Consultants prime agreement requires the sub-consultant to carry additional Professional Liability insurance the sub-consultant shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

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

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

(d) *Automobile Liability Insurance.* Consultant 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.* Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(f) *Material Breach.* If Consultant, 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 Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Appendix A

Section 15. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Consultant, or any direct or indirect sub-consultant, employee, Consultant, representative or agent of Consultant, or anyone that Consultant controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant 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 Consultant or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

Section 16. Notices. Any notice or communication required hereunder between District and Consultant 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: Timothy R. Shaw, General Manager
Tel: (916) 991-8891

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

If to Consultant: Consultant Name
Address
City, State Zip
Attention:
Tel:

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>
Exhibit A:	Services

Appendix A

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 Consultant'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.

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

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IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Consultant 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: _____

CONSULTANT:

Consultant Name

By: _____
Name, Title

Date: _____

Rio Linda Elverta Community Water District

2015 Urban Water Management Plan

Title Page and Table of Contents ONLY



June 2016



J. CROWLEY GROUP
WATER RESOURCES PLANNING AND POLICY

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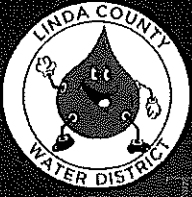
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May 2021

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2020 Urban Water Management Plan for Linda County Water District

Public Draft



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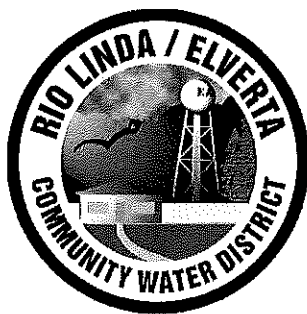
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Items for Discussion and Action Agenda Item: 5.4

Date: September 20, 2021

Subject: Discuss the Status of the Annual Pipe Replacement Project Request for Proposals (RFP)

Staff Contact: Mike Vasquez, PE, PLS, Contract District Engineer

Recommended Committee Action:

The District Engineer reported to the Executive Committee on 9/7/2021 the status of the Annual Pipe Replacement Project RFP. At that time, contract negotiations were ongoing with the second most qualified respondent, but were not finalized. The Executive Committee's action was to forward an item to the 9/20/2021 Board Meeting with a recommendation to award the contract to the contractor if negotiations were complete. As of the date of preparing this agenda item, negotiations with the second most qualified respondent have not been finalized. Therefore, this item will serve as a status update and Board discussion, with no recommendation or requested Board action.

Current Background and Justification:

Negotiations with the most qualified contractor were unsuccessful, and therefore Staff commenced negotiations with the second most qualified respondent at the direction of the Executive Committee on 8/2/2021.

Conclusion:

I recommend the Board of Directors receive the status report from the District Engineer and discuss as necessary. No Board action is requested.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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

RLECWD Agenda Item Checklist

Item 5.4

Date

Initial Potential Meeting Date

09/20/2021

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

Discuss the Status of the Annual Pipe Replacement Project Request for Proposals (RFP

Staff Work Completed

09/16/2021

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other
Water or special districts, District Engineer, Legal Counsel then laying out business cases,
pros and cons, options and recommendations based on best information available, etc.

Committee Review of Item and Staff Work

9/07/2021

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

Formal Legal Counsel Review

N/A

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

GM Review

09/16/2021

Actual Meeting Date Set for Agenda Item

09/20/2021



Items for Discussion and Action Agenda Item: 5.5

Date: September 20, 2021

Subject: Consider Approving a Services Agreement with a Local HVAC Company to Replace the Dysfunctional 1986 3-ton AC/Heat Pump Package Unit

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

This item was not discussed at the September 7th Executive Committee. Quotes were not yet available.

Current Background and Justification:

The District office is served by 3 separate heating ventilation and air conditioning (HVAC) units. The middle HVAC unit began to deteriorate this summer. The unit cannot cool the office when the outside temperature approaches 90 degrees. Staff contacted a local HVAC service provider, who inspected the HVAC unit on the roof of the office. The local service provider confirmed the dysfunction and stated that the unit was built in 1986 (35-yrs ago) and they recommended replacement instead of attempted repair.

The threshold for prevailing wage services for a government agency is \$1,000, the cost to replace this old HVAC unit is well over \$1,000. The District's practice for documenting and compelling compliance with prevailing wage requirements is to use the District's standardized, Board pre-approved small-scope contract. This standardized contract stipulates all applicable statutory requirements; e.g., prevailing wage, workers comp insurance, liability insurance etc.

Staff has been corresponding with at least two local HVAC service providers to obtain quotes and verify qualification / experience. One observed impediment is the lack of experience for service to government agencies, which inspires reluctance by the service providers when they review the District's small-scope contract.

The Board must consider contracts (professional service agreements) at properly posted public meetings.

Conclusion:

I recommend the Board approve the small-scope professional services agreement with a local, qualified HVAC service provider.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

RLECWD Agenda Item Checklist

Item 5.5

Date

Initial Potential Meeting Date

09/20/2021

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

**Consider approving the small-scope engagement contract with Affordable Heating and Air to replace
the dysfunctional 1986 3-ton AC/Heat Pump package unit.**

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other
Water or special districts, District Engineer, Legal Counsel then laying out business cases,
pros and cons, options and recommendations based on best information available, etc.

N/A

Committee Review of Item and Staff Work

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

N/A

Formal Legal Counsel Review

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

N/A

GM Review

09/16/2021

Actual Meeting Date Set for Agenda Item

09/20/2021

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**PROJECT: RLECWD Office HVAC Unit Replacement****PROJECT NO. 2021-01****PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of September 2021, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California ("District") and Affordable Heating and Air, ("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 HVAC Installation and Repair services.

B. In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Contractor to perform a replacement of the 1984 HVAC unit services.

C. Contractor has been selected as sufficiently qualified to See enclosed quote (Exhibit 1) services to the District

D. Specific consulting services are described in Exhibit 1,. 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 on December 1, 2021 ("Term"), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, 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 the 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 a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed 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 warrants 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 hereinafter specified, Contractor shall act as an independent Contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *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 shall also ensure that all sub-contractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered 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 the 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 the 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 the Contractor.

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

Section 11. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its Contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 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, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

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

(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. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its sub-Contractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect sub-Contractor, employee, Contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the

Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District’s Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers’ Compensation acts, disability benefits acts or other employee benefit acts.

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, 3rd Floor, Sacramento, CA 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: Affordable Heating and Air Inc.

4946 Watt Ave. 22 North Highlands, Ca.
95660
916-922-2775 Office
916-752-9516 Cell
916-338-1774 Fax
affordableaircare@yahoo.com
Attention : Joe Bertolucci

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>
Exhibit 1:	Description of Services and Charges.

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.

(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:

By: _____
Title: _____

Date: _____

EXHIBIT 1: SERVICES and CHARGES

Dated: 9-10-2021

Affordable Heating and Air
 Tel: 647672
 4946 Watt Ave. Suite 22
 North Highlands, CA 95660
 Ph. 916-922-2775
 Ca. Lic. 647672



Estimate

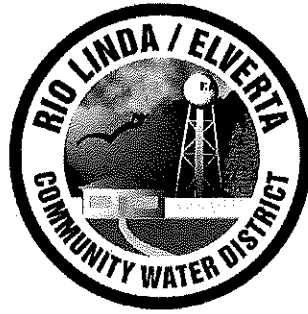
Date	Estimate #
9/10/2021	5028

Name / Address
Rio Linda / Elverta Community Water Distr 730 L Street - P.O. Box 400 Rio Linda, CA 95673

Ship To

Terms	Project
Net 15	

Description	Total
<p>Scope of work is to replace the existing package unit that serves the managers area and adjoining office space. We propose to</p> <ol style="list-style-type: none"> 1. Remove and dispose of the existing roof package unit and its ducting 2. Cap and seal the roof elbow at the roof 3. Connect the adjoining cubical space to the ducting within the main area 4. Install a new Fujitsu 9kbtu heat pump (M# AOU9RLFC) on to the roof with new pressure treated supports 5. Install a new Fujitsu ceiling cassette (M# AUU9RLFC) within the Tbar grid in middle of the space 6. Install the required refrigeration lines and control cabling 7. Install the condensate system 8. Perform the title 24 testing <p>On completion the new system will be fully tested, inspected and made ready for use</p> <p>Price includes all parts, labor, permit and title 24 testing</p>	<p>5,622.00</p>
<p>Balance due per the terms listed above. A finance charge of 1.5% will be added monthly for accounts past due. All credit card payments will bear a 3% fee of the invoice total</p>	
<p>Thank you, we appreciate your business!</p>	<p>Total \$5,622.00</p>



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Items for Discussion and Action
Agenda Item: 5.6

Date: September 20, 2021

Subject: Nomination of RLECWD Board Member for Sacramento County LAFCO

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A This item was only briefly discussed at Committee. The subject matter and rigidly defined process obviates the need for committee discussion.

Current Background and Justification:

All relevant details are included in the notice from Sacramento County LAFCo, included as a document associated with this item.

Conclusion:

Assuming there is at least one Board Member interested in being nominated to run in the election(s), I recommend the Board consider nominating a Board Member to serve on the Sacramento County Local Agency Formation Commission, Special Districts Advisory Committee.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green ____ Gifford ____ Reisig____.

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

RLECWD Agenda Item Checklist

Item 5.6

Date

Initial Potential Meeting Date09/20/2021

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

Nomination of RLECWD Board Member for Sacramento County LAFCO

Staff Work Completed

(Includes reviewing, researching item with other resources (ACWA, JPIA, RWA, SGA, other Water or special districts, District Engineer, Legal Counsel then laying out business cases, pros and cons, options and recommendations based on best information available, etc.

N/A**Committee Review of Item and Staff Work**

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

N/A**Formal Legal Counsel Review**

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

N/A**GM Review**09/16/2021**Actual Meeting Date Set for Agenda Item**09/20/2021



DATE: July 29, 2021

TO: Board of Directors of Independent Special Districts

FROM: José Henriquez, Executive Officer
Sacramento Local Agency Formation Commission

RE: **Sacramento LAFCo Nominations for Special District Representation**
Election for: Special District Commissioner Office No. 7, and
Alternate Special District Commissioner for Office No. 6 & 7

Pursuant to the provisions of Cortese-Knox-Hertzberg (CKH), Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee is not feasible for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

The Sacramento Local Agency Formation Commission meets on the **first Wednesday of the month at 5:30 P.M.**, Board Chambers, County Administration Center, 700 H Street, Sacramento, California. The Commission meeting is on recess January and July. The term of this office is four years beginning January 1, 2022 thru December 31, 2025.

SPECIAL DISTRICT COMMISSIONER (Office No. 7)

This office is currently held by Gay Jones (Sac. Metro Fire District) and will expire on the 31st day of December, 2021.

ALTERNATE SPECIAL DISTRICT COMMISSIONER (for Office No. 6 & 7)

This office is currently held by Charlea Moore (Rio Linda-Elverta Recreation and Park District) and will expire on the 31st day of December, 2021

Please be advised that nominations for the Offices listed above will be accepted starting July 30, 2021 until **September 30, 2021 at 4:00 P.M.** (62 days). You are invited to submit nominations forms **via E-MAIL or in WRITING** to this office: **Sacramento LAFCo; 1112 "I" Street, Suite 100; Sacramento CA 95814** or e-mail to **Diane.Thorpe@SacLAFCo.org** Nominations not received by 4:00 P.M. on September 30, 2021, will be disregarded and returned to your district.

To be valid, a nomination must be made by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the Secretary or Clerk of the Board. The nominee must be an elected or appointed Independent Special District


Officer residing within the County of Sacramento but shall not be members of the legislative body of a city or county [(CKH Section 56332 (c))].

At the end of the nominating period, the Executive Officer will prepare and send, to each Independent Special District, one ballot listing candidates and voting instructions. The ballot will include the names of all nominees submitted for Office No. 7 and Alternate for Office No. 6 & 7. The districts must return the ballots to the Executive Officer by the date specified in the voting instructions, which date will be at least 30 days from the date on which the Executive Officer mailed the ballots to the districts. Any ballot received by the Executive Officer after the specified date shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off election held in the same format as the initial election. The Executive Officer will announce the results of the election within seven days of the specified date.

If you have questions regarding the election procedure, please contact the LAFCo Clerk of the Commission, Diane Thorpe, at (916) 874-6458.

Very truly yours,

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION



José C. Henriquez,
Executive Officer

cc: LAFCo Commissioners



Sacramento

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

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
Special District Representation**

Nomination Form

Due: September 30, 2021 at 4:00 P.M.

In accordance with the bylaws of the Special District Selection Committee,
the Governing Board of the _____ District
(Name of Special District)

Nominates _____ for: LAFCo Special District Representation
(Board Member)

Commissioner Office No. 7 (Four Year term)

AND/OR

Alternate Commissioner Office No. 6 & 7 (Four Year term)

Signature: _____
Board Chairperson

Meeting Date: _____

ATTEST:

District Secretary

Please Print E-mail Address

District Manager

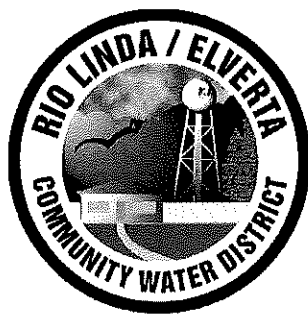
Please Print E-mail Address

Please attach Nominee's resume

INFORMATION BELOW TO REMAIN CONFIDENTIAL

Nominee's contact information below:	
	Nominees Name
	Nominees Address
	Nominees Phone Number
	Nominees E-mail
This box must be complete for nomination to be accepted	

LAFCo meets on the first Wednesday of the month at 5:30 pm.



**Items for Discussion and Action
Agenda Item: 5.7**

Date: September 20, 2021

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

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A

Current Background and Justification:

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

Conclusion:

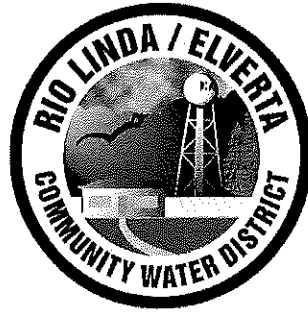
I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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



**Information Items
Agenda Item: 6.1**

Date: September 20, 2021

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

1. DISTRICT ACTIVITY REPORT

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

RIO LINDA/ELVERTA C.W.D. 2021

REPORT OF DISTRICT OPERATIONS

SOURCE WATER DATA

66

Water Production (Million Gallons)

January	February	March	April	May	June	Year To Date
39.9	35.2	47.9	75.8	106.6	121.9	
39,900,384	35,233,381	47,855,206	75,774,182	106,611,124	121,894,350	
July	August	Sept.	Oct.	Nov.	Dec.	
126.8	110.9					665.00
126,848,184	110,917,486					
Gallons = Multiply M.G. by:		1,000,000	Monthly Total		Gallons	
Cubic Feet = Divide gallons by:		7.48	110,917,486		665,034,297	
Hundred Cu Ft. = Divide cu. ft. by:		100	14,828,541		88,908,326	
Acre Ft. = Divide gallons by:		325,829	148,285		889,083	
			340.42		2,041	

DISTRIBUTION SYSTEM DATA

Water Quality Complaints

Complaints Total (Low Psi Complaints)

January	February	March	April	May	June	Year To Date
2 (2)	1 (1)	0	0	4 (4)	3 (1)	
July	August	Sept.	Oct.	Nov.	Dec.	
1 (1)	1 (1)					12

New Services

New Construction	1	2
Existing Homes	0	0
Paid prior to increase. (2 not installed)	0	0
Total of Service Connections to Date ----->		4644

Distribution System Failures/Repairs

Deterioration August 1 thru 31	19	58
Damaged August 1 thru 31	1	3

Bacteriological Sampling

Routine Bacteriological Samples (Distribution System)	20	140
Raw Water Bacteriological Samples (at Wells)	1	26

August 1, 2021 - August 31, 2021

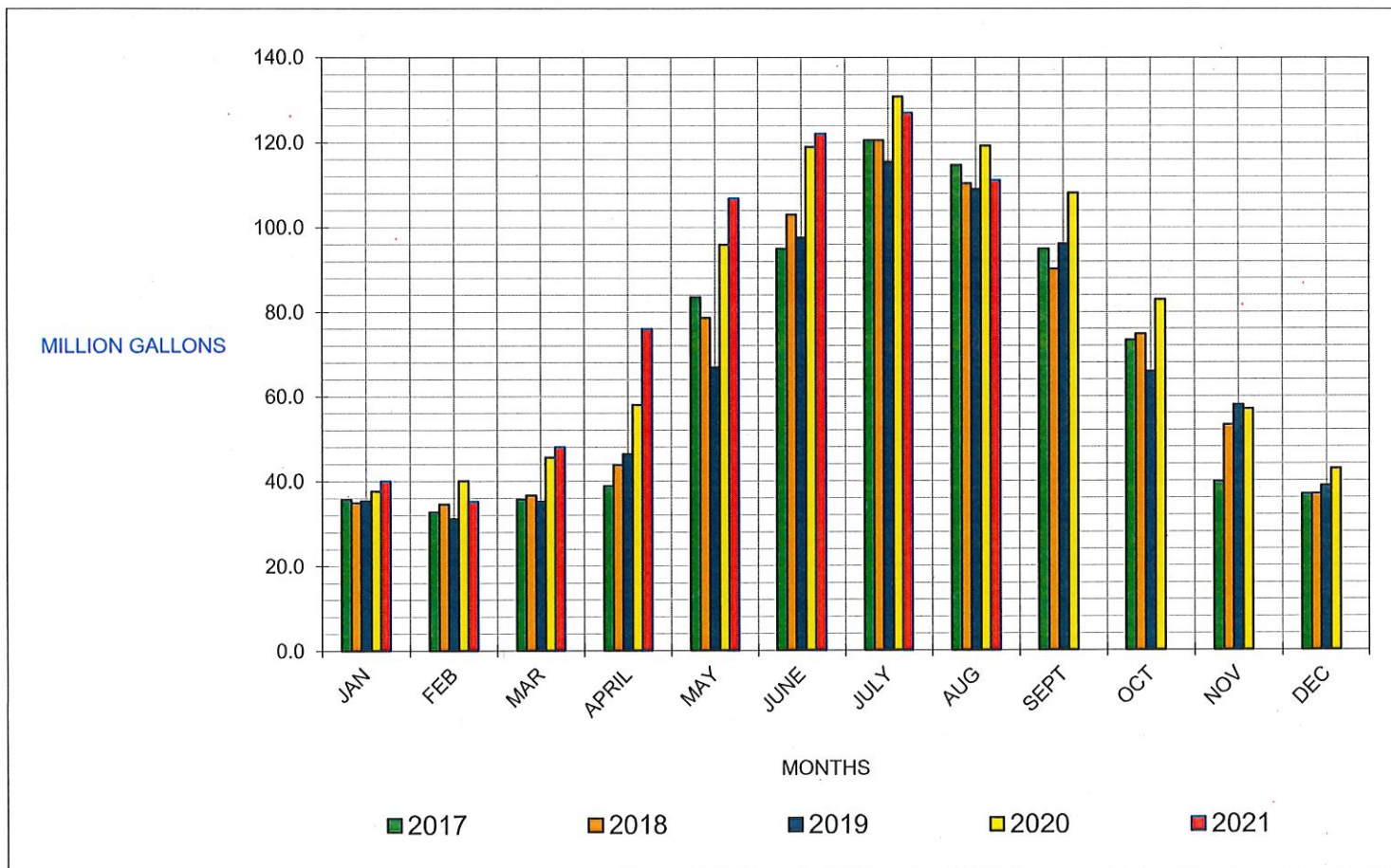
20 - Distribution leaks repaired by District staff, 0 - by Contractor or with Contractor assistance.		
Work Orders Issued - 36	Work Orders Completed - 44	USA's Issued - 96
Repair/Replace Box - 1	Change Out Meter - 9	
Change Out Meter - 1	General Complaint - 1	
General Complaint - 1	Disconnect Service - 1	
Disconnect Service - 1	Flow Test - 2	
Flow Test - 2	Get Current Read - 1	
Get Current Read - 1	Install New Service - 2	
Install New Service - 2	Line Leak - 5	
Line Leak - 4	Possible Leak - 15	
Other Work - 1	Pressure Complaint - 1	
Possible Leak - 13	Reconnect Service - 1	
Pressure Complaint - 1	Repair - 2	
Raise Existing Service - 1	New Service Quote - 2	
Reconnect Service - 1	Turn Off Service - 1	
Repair - 2	Turn On Service - 1	
New Service Quote - 1		
Turn Off Service - 1		
Turn On Service - 2		

RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

2017 \ 2021

Month	Water Production in Million Gallons						SSWD Water Purchases				
	2017	2018	2019	2020	2021	Avg.	2017	2018	2019	2020	2021
JAN	35.6	34.8	35.3	37.6	39.9	36.6	0.0	0.0	0.0	0.0	0.0
FEB	32.7	34.5	31.1	40.0	35.2	34.7	0.0	0.0	0.0	0.0	0.0
MAR	35.6	36.5	35.1	45.5	47.9	40.1	0.0	0.0	0.0	0.0	0.0
APRIL	38.8	43.7	46.3	57.9	75.8	52.5	0.0	0.0	0.0	0.0	0.0
MAY	83.4	78.5	66.8	95.9	106.6	86.2	0.0	0.0	0.0	0.0	0.0
JUNE	94.9	102.9	97.5	118.9	121.9	107.2	0.0	0.0	0.0	0.0	0.0
JULY	120.5	120.5	115.4	130.7	126.8	122.8	0.0	0.0	0.0	0.0	0.0
AUG	114.6	110.3	108.9	119.2	110.9	112.8	0.0	0.0	0.0	0.0	0.0
SEPT	94.9	90.1	96.1	108.1		97.3	0.0	0.0	0.0	0.0	
OCT	73.2	74.7	65.8	82.8		74.1	0.0	0.0	0.0	0.0	
NOV	39.7	53.1	57.8	56.9		51.9	0.0	0.0	0.0	0.0	
DEC	36.7	36.8	38.7	42.7		38.7	0.0	0.0	0.0	0.0	
TOTAL	800.6	816.4	794.8	936.2	665.0	837.0	0.0	0.0	0.0	0.0	0.0



2021 Leak - Repair Tracking

	Work Order #	Leak Type	Street	Date Reported	Date Repaired	Days
1	22401	Service Line	Dry Creek Rd	1/5/2021	1/5/2021	1
2	22404	Service Line	24th Street	1/7/2021	1/7/2021	1
3	22459	Service Line	Silver Crest Circle	1/26/2021	1/28/2021	2
4	22487	Service Line	Kenora St	3/3/2021	3/8/2021	5
5	22488	Service Line	I Street	3/4/2021	3/8/2021	4
6	22540	Service Line	Silver Glen Wy	3/25/2021	3/25/2021	1
7	22543	Service Line	W 2nd Street	3/29/2021	4/12/2021	15
8	22545	Service Line	I Street	4/6/2021	4/6/2021	1
9	22550	Service Line	I Street	4/8/2021	4/14/2021	6
10	22552	Service Line	G Street	4/13/2021	4/14/2021	2
11	22565	Service Line	Fallon Woods Way	4/26/2021	4/26/2021	1
12	22567	Service Line	Lilac Ln	4/29/2021	5/3/2021	4
13	22568	Service Line	Silver Sky Ct	4/30/2021	5/3/2021	3
14	22570	Service Line	Silver Glen Wy	4/30/2021	5/5/2021	5
15	22572	Service Line	Lilac Ln	5/4/2021	5/11/2021	7
16	22581	Service Line	C Street	5/12/2021	5/26/2021	14
17	22582	Service Line	6th Street	5/13/2021	5/25/2021	12
18	22583	Service Line	22nd Street	5/13/2021	5/19/2021	6
19	22584	Service Line	Q Street	5/17/2021	5/25/2021	8
20	22591	Service Line	G Street	5/18/2021	5/18/2021	1
21	22569	Main	Silver Glen Wy	6/17/2021	6/17/2021	1
22	22579	Service Line	Dabney Wy	5/10/2021	6/14/2021	34
23	22627	Service Line	24th Street	5/26/2021	6/17/2021	21
24	22650	Service Line	C Street	6/14/2021	6/22/2021	8
25	22654	Service Line	G Street	6/15/2021	6/15/2021	1
26	22656	Service Line	5th Street	6/16/2021	6/16/2021	1
27	22660	Service Line	24th Street	6/21/2021	6/22/2021	2
28	22663	Service Line	Vickery Ct	6/23/2021	6/23/2021	1
29	22640	Service Line	Rio Linda Blvd	6/3/2021	6/24/2021	21
30	22644	Service Line	22nd Street	6/8/2021	6/11/2021	3
31	22664	Service Line	8th Ave	6/24/2021	6/30/2021	6
32	22667	Service Line	Jaimie Ct	6/29/2021	7/2/2021	4
33	22672	Service Line	8th Street	7/1/2021	7/1/2021	1
34	22673	Service Line	K Street	7/5/2021	7/5/2021	1
35	22674	Service Line	Withington Ave	7/6/2021	7/15/2021	9
36	22677	Service Line	Eloise Ave	7/6/2021	7/6/2021	1
37	22689	Service Line	26th Street	7/13/2021	7/13/2021	1
38	22693	Service Line	W 2nd Street	7/16/2021	7/21/2021	5
39	22695	Service Line	Castle Creek Wy	7/21/2021	7/22/2021	1
40	22699	Main	W Delano	7/21/2021	7/21/2021	1 Hr
41	22743	Service Line	26th Street	7/28/2021	7/28/2021	1
42	22702	Service Line	Milldale Circle	7/26/2021	8/3/2021	8
43	22703	Service Line	K Street	7/26/2021	8/17/2021	22

44	22739	Service Line	22nd Street	7/28/2021	8/4/2021	7
45	22740	Service Line	Milldale Circle	7/28/2021	8/3/2021	8
46	22741	Service Line	Silver Park Ave	7/28/2021	8/5/2021	8
47	22744	Service Line	26th Street	7/28/2021	8/4/2021	7
48	22756	Service Line	O Street	8/3/2021	8/9/2021	6
49	22760	Service Line	G Street	8/9/2021	8/11/2021	3
50	22762	Service Line	Q Street	8/10/2021	8/10/2021	1
51	22763	Service Line	O Street	8/16/2021	8/19/2021	3
52	22764	Service Line	Q Street	8/16/2021	8/25/2021	9
53	22765	Service Line	I Street	8/16/2021	8/16/2021	1
54	22769	Service Line	I Street	8/17/2021	8/26/2021	9
55	22774	Main	7th Street	8/18/2021	8/18/2021	1
56	22777	Service Line	Beamer Way	8/19/2021	8/19/2021	1
57	22779	Service Line	24th Street	8/20/2021	8/24/2021	4
58	22780	Service Line	I Street	8/23/2021	9/1/2021	9
59	22785	Service Line	Rio Linda Blvd	8/26/2021	9/1/2021	6
60	22786	Service Line	20th Street	8/30/2021	8/31/2021	1
61	22789	Service Line	M Street	8/31/2021	8/31/2021	1
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**PENDING AND COMPLETED ITEMS
9-20-2021 BOARD OF DIRECTORS MEETING**

1. **Rate Study / Cost of Service Analysis.** On August 16, 2021, the RLECWD Board adopted a new, multi-year rate structure. **Completed**
2. **SB-606 and AB-1668 planning for compliance** – Item 1 represents a major milestone for RLECWD compliance with water efficiency and water loss standards. Addition and ongoing efforts will be required to bring the Commercial, Industrial, Institutional customers (e.g. Parks and Schools districts) into compliance with Best Management practices for water use efficiency. **Pending**
3. **Hexavalent Chromium MCL economic feasibility** All available State Water Resources Control Board published materials continue to convey a planned release of the Notice of Rulemaking in the summer of 2021. **Pending**
4. **District outreach to customers in anticipation of implementing a new rate structure focused on consumption in compliance with SB 606 / AB 1668 requirements** – The 25 additional Innov8 devices for phase 2 of the pilot study have been received, with 20 devices having been installed. The integration of WaterScope software with our Billing software is nearly complete. The only remaining step is to bill those customers with Innov8 devices using the WaterScope data. The new billing cycle starts September 16th. **Pending**
5. **Procuring a replacement for the existing 25-year-old dump truck** –The purchase order for the new dump truck has been placed and the District is waiting for delivery. I reached out to the fleet coordinator, who confirmed that our vehicle is waiting for a computer chip. **Pending**
6. **Fiscal Year 2020/2021 Independent Audit,** The independent audit for fiscal year ending June 30, 2021 is wrapping up. **Pending**
7. **Billing Software and Bill Revisions to Implement Rates Restructuring** – The District has reached out to our billing software services provider (CUSI) and informed of the pending rates restructuring. Staff has provided relevant details and the changes will be implemented in the September 16th billing cycle. **Pending**
8. **Fiscal Year 2021/2022 Budget Adoption -**
There is an item on the September 20th Board agenda to allow the Board to consider adopting the FY 2021-2022 final budget. **Pending**

9. **Renewal of T Shaw Water Loss Audit Validator Certification** – The General Manager attended the Water Loss Audit Validator training and recertification sessions on August 17th and 19th. The General Manager is now re-certified through August 2024, which will save the ratepayers/taxpayers approximately \$9,000 in cumulative annual Water Loss Audit validation cost over the next three years.. **Completed**
10. **Collective Bargaining Agreement Renewal** – Meetings with Teamster Local 150 for renewal of the MOU are continuing. **Pending**
11. **Scheduling a Ribbon Cutting for Well 16 Pumping Station** – Directors at the September 7th Executive Committee expressed confusion on the status due to the absence of messages following the Doodle poll. The Chair, in light of the ongoing pandemic social gathering restrictions, directed staff to table the planned ceremony. **Postponed, perhaps cancelled.**



Information Items

Agenda Item: 6.2

Date: September 20, 2021

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

6.2 BOARD REPORTS

1. Report ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Sacramento Groundwater Authority – Harris (Primary), Reisig
3. Executive Committee – Green, Reisig
4. ACWA/JPIA – Ridilla
5. Sacramento County LAFCo, Special Districts Advisory Committee – Reisig
6. MOU Renewal Negotiating AD Hoc – John Ridilla, Robert Reisig

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

71

New Beginnings Fellowship
 7008 10th St
 Rio Linda, CA 95673

September 7, 2021
 6:00 p.m.

Attendance: The meeting was called to order at 6:01 P.M. The meeting was attended by Director Reisig, Director Green, General Manager Tim Shaw, and Contract District Engineer Mike Vasquez.

Call to Order: 6:00 P.M.

Public Comment: None (no public members attended)

Items for Discussion:

1.	Update from Contract District Engineer.
	<i>The Contract District Engineer presented his written report and expounded upon plans for Dry Creek and Well 16 projects. Director Reisig asked about the status of the Doodle poll for the Well 16 Pumping Station. The General Manager responded that he would need to seek an update from the Administrative Assistant and follow up with the status. Director Green shared recommendation that the event be postponed or cancelled due to current circumstances including pandemic status.</i>
2.	Discuss the Status of the Annual Pipe Replacement RFP.
	<i>The Contract District Engineer presented his written report and provided an up to the minute status of negotiations with the second most qualified respondent (the first most qualified respondent having been deemed to include unreasonable cost for the services requested. Director Reisig inquired about the feasibility of a slight increase to the project budget for this year's project. The General Manager responded that a slight increase is feasible, and would work within the proposed FY 2021/2022 final budget to find additional funding, e.g. carry over from the previous year.</i> <i>The General Manager asked the Contract District Engineer if he believed the engagement contract with the second most qualified respondent could be ready by September 20th for Board consideration. The Contract Engineer opined that it's possible if the negotiations are finalized.</i> <i>The Executive Committee forwarded this item onto a future Board meeting agenda (September 20th if the contract is ready) with the Committee's recommendation for Board approval.</i>
3.	Discuss Adoption of the Fiscal Year 2021/2022 Final Budget.
	<i>The General Manager presented his written report and the draft final budget document. The General Manager explained that the Committee document is purely the tables of line items, and the customary narrative portion will be added to those tables for Board consideration. The General Manager also explained that it is unnecessary for the Committee to forward the item onto the September 20th Board agenda because a prior Board meeting already established such. The General Manager also explained that the public hearing notice associated with adopting a final budget has already been arranged.</i>
4.	Discuss the Request for Proposals (RFP) for 2020 Urban Water Management Plan Consultant.
	<i>The Contract District Engineer presented his written report and the draft RFP. The Contract District Engineer also reviewed the sequence of events subsequent to Board approval of the RFP, particularly the respondent ranking process. Director Green asked if EKI were to submit a response, would the Contract District Engineer have to recuse himself from the respondent ranking process. The Contract Engineer confirmed he would have to recuse, but was not sure whether EKI intended to submit.</i> <i>The General Manager explained that interaction between the District and respondents is particularly essential in this 2020 Urban Water Management Plan because the submittal is already past the due date, and the facts and circumstances entailed in documenting the District's progress (lack</i>

thereof) on mandated conservation (SB X 7 7) and water loss reduction makes it prudent that the consultant have experience and sound recommendations for such conditions.

The Executive Committee forwarded the draft RFP onto the September 20th Board agenda with the Committees recommendation for Board approval.

5. Discuss Water Efficiency, Conservation, and Water Loss Standards (SB 606/AB 1668, SB X7 7, and SB 555 respectively).

The General Manager presented his written report and cited various examples that illustrated general misconceptions about these laws. For example, there were repeated criticisms expressed by the organized opposition to rate restructuring which rationalized that fines for failing to meet water use efficiency standards would not happen until 2021, so the District is restructuring too soon. In contrast, the reporting requirements and other ramifications delineated in the statutes show much nearer-term consequences. The General Manager also placed focus on the length of time that SB 555 has been law, wherein the District has already submitted several years of Water Loss Audits to the Dept. of Water Resource, each one indicating the District's intent (albeit with an obvious lack of progress) to reduce water losses.

The General Manager then tied the various water efficiency, water conservation and water loss standards to the reporting requirements included in the 2020 Urban Water Management Plan. Essentially, if the Dept. of Water Resources finds that the District current progress (lack thereof) and stated plans for meeting the various standards are deemed insufficient by the Dept. of Water Resources, the District's ratepayer dollars spent on drafting a 2020 Urban Water Management Plan will be disappointing.

This was an informational item, i.e. no need to forward this item onto the September 20th Board agenda. The Board can discuss this item under the standing item for Board Reports.

6. Discuss the Report from the Sacramento Regional Water Utilities Collaboration Study.

The General Manager presented his written report and the associated study report. The report is quite voluminous and comprehensive. Directors Green and Reisig indicated that reviewing the entire report is time consuming. The General Manager suggested that the Executive Committee review the report over several, successive meetings.

The Executive Committee directed staff to place an item on the next two Executive Committee agendas (October and November 2021) to allow sufficient time and resources to review the comprehensive report.

7. Discuss the need for, timing of, and logistics for RLECWD outreach to customers regarding relief for delinquent account status due to COVID19 (item requested by Director Reisig).

The General Manager presented his written report and the documents associated with this item. The crux of this issue is the funding for delinquent ratepayer accounts through the State Water Resources Control Board (SWRCB). The SWRCB has created a mandatory survey, which is 18-pages long. Water agencies are mandated to complete the survey by Friday, September 10th or else be deemed ineligible for reimbursement of delinquent accounts "arrearages". Further, SWRCB has indicated enforcement actions are possible, including fines, for failing to complete the survey prerequisite.

Once the survey is completed and deemed acceptable by SWRCB, the outreach to RLECWD delinquent customers will be scripted. An item is to be placed on the September 20th Board agenda to increase the chances of reaching customers with a need to know about this funding option.

8. Discuss the status and reporting practices associated with leaks on service lines.

The General Manager presented his written report and the spreadsheet prepared by the Operations Superintendent regarding the status of leaks and corresponding repairs.

The Executive Committee directed staff to make this report a standing item for Committee and Board meetings.

<p>9. Discuss Expenditures for July 2021.</p>
<p><i>Director Reisig requested addition detail on the “monthly transfer for Capital Improvement”. Director Reisig recognized that the monthly amount is larger than is typical. The larger amount reflects and end of fiscal year transition from preliminary budget to final budget. Unspent funding from the fiscal year 2020-2021 budget is transferred to capital budget until the final budget is adopted, which allocates carryover as deemed appropriate by the Board. Subsequent to the final budget adoption, staff will reconcile the transfer.</i></p> <p><i>The Executive Committee forwarded the Expenditures report onto the September 20th Board agenda with the Committee’s recommendation for Board approval.</i></p>
<p>10. Discuss Financial Reports for July 2021</p>
<p><i>The Executive Committee forwarded the Financial Reports onto the September 20th Board agenda with the Committee’s recommendation for Board approval.</i></p>

Directors’ and General Manager Comments:

*The General Manager reminded the Committee that the Sacramento LAFCo nomination process timing requires that the Board take action at the September 20th Board meeting **IF** it wants to nominate a RLECWD Board Member for one of the LAFCo seats up for election.*

Items Requested for Next Month’s Committee Agenda

Extended review of the Collaboration Study.

Adjournment: 8:00 P.M.



Agenda Item: 7

Date: September 20, 2021

Subject: Public Comment for Closed Session

Staff Contact: Timothy R. Shaw, General Manager

7. PUBLIC COMMENT FOR CLOSED SESSION

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



**Closed Session
Agenda Item: 8.1**

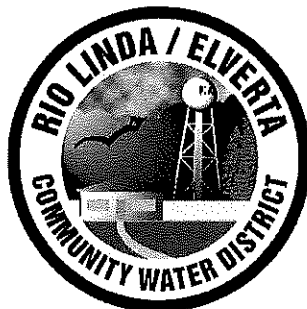
Date: September 20, 2021

Subject: Closed Session

Staff Contact: Timothy R. Shaw, General Manager

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

8.1 CONFERENCE WITH LABOR NEGOTIATORS - (Pursuant to Government Code Section 54957.6) District Negotiators, Shaw.RLECWDC Employee General Unit, Teamster Local 150: MOU renewal negotiations.



**Reconvene Open Session
Agenda Item: 9.1**

Date: September 20, 2021

Subject: Report of Action Taken in Closed Session

Staff Contact: Timothy R. Shaw, General Manager

9.1 Report of Action Taken in Closed Session

The Board will disclose any reportable actions taken and/or directed in closed session.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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