

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

September 17, 2018 (6:30 p.m.)

Visitor's / Depot Center
6730 Front Street
Rio Linda, Ca 95673
(916) 991-1000

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 and PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

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

3. CONSENT CALENDAR

Action items: Approve Consent Calendar Items

- Pg. 1 3.1 Minutes**
July 16, 2018
The Board is being asked to approve the Minutes from the August 20, 2018 Public Hearing and Regular Board Meeting.
- Pg. 5 3.2 Expenditures**
The Finance & Administrative Committee recommends the Board approve the August Expenditures.
- Pg. 8 3.3 Financial Reports**
The Finance & Administrative Committee recommends the Board approve the August Financial Reports.

4. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

Pg. 11 4.1 GM Report

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

Pg. 13 4.2 District Engineer's Report

The District's Engineer will provide his monthly report to the Board of Directors.

Pg. 15 4.3 Consider approving the Property Donation Agreement with Elverta Associates LLC for the Well #16 parcel.

Pg. 29 4.4 Consider approval of Resolution No. 2018-08 to adopt the recently updated American River Basin Integrated Regional Water Management Plan (IRWMP).

Pg. 38 4.5 Consider approving the Administrative Leave Policy; New Policy in Personnel Handbook.

Pg. 41 4.6 Consider approval of the revised Sick Leave Policy in the Personnel Handbook to comply with current provisions of California Labor Code.

Pg. 47 4.7 Consider directing staff to implement consistent developer deposit requirements to address development costs.

Pg. 54 4.8 Consider authorizing Board Member attendance for ACWA fall conference in San Diego.

Pg. 56 4.9 Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.

5. INFORMATION ITEMS

5.1. DISTRICT ACTIVITY REPORT

- a. Water Operations Report
- b. Conservation Report

5.2. BOARD REPORTS

- a. Report any ad hoc committees dissolved by requirements in Policy 2.01.065.
- b. Regional Water Authority – Henrici
- c. Sacramento Groundwater Authority – Green, Harris
- e. LAFCO - Green
- f. Planning Committee – Dills, Harris
- g Finance / Administrative Committee – Ridilla, Henrici
- h AD Hoc Committees
 - 1. MOU Negotiations – Dills, Harris
 - 2. GM Contract Revision – Henrici, Ridilla
- g. Other Reports

6. PUBLIC COMMENT FOR CLOSED SESSION

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

- A. **CONFERENCE WITH LABOR NEGOTIATORS** - (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6) District Negotiators: Mary Henrici/John Ridilla
General Manager Employment Agreement revisions.

8. RECONVENE OPEN SESSION

8.1 REPORT OF ACTIONS TAKEN IN CLOSED SESSION.

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

9. DIRECTORS' AND GENERAL MANAGER COMMENTS

10. ADJOURNMENT

Upcoming meetings:

Planning Committee

October 5, 2018, Friday, 2:00 pm at the Sacramento Metro Fire Dept., 6609 Rio Linda Blvd, Rio Linda, CA 95673.

Finance / Administrative Committee

October 8, 2018, Monday, 6:30 pm at the Visitor's/Depot Center, 6730 Front Street, Rio Linda, CA 95673.

Regular Board Meeting

October 15, 2018, Monday, 6:30 pm at Visitor's /Depot Center, 6730 Front Street, Rio Linda, CA 95673.



**Consent Calendar
Agenda Item: 3.1**

Date: September 17, 2018

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

It is recommended that the Board of Directors approve the Public Hearing and Regular Meeting minutes from August 20, 2018 meeting.

Current Background and Justification:

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

Conclusion:

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____.

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

**MINUTES OF THE
AUGUST 20, 2018
BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

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

The August 20, 2018 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. at the Depot/Visitor Center located at 6730 Front Street, Rio Linda, CA. General Manager Tim Shaw took roll call of the Board of Directors. Director Dills, Director Harris, Director Henrici, Director Ridilla, Director Green and General Manager Tim Shaw were present. Director Ridilla led the pledge of allegiance.

2. PUBLIC COMMENT

Public member Stephanie was present and made a comment on the public hearing agenda posting.

3. PUBLIC HEARING

3.1 Open Public Hearing

3.2 FY 2018-19 Operating and Capital Budget

The Board President will present the District's FY 2018-19 Operating and Capital budget.

General Manager, Tim Shaw presented a written executive summary of the Operating and Capital budget.

3.3 Public Comment

Public member Stephanie commented on a correction needed on one of the line items in the budget. She added questions about the health insurance and expiration of the employee's MOU. General Manager, Tim Shaw addressed public member Stephanie's questions.

3.4 Close Public Hearing

President Harris closed the public hearing at 6:47 p.m.

4. CONSENT CALENDAR

4.1 Minutes

July 16, 2018

4.2 Expenditures

4.3 Financial Reports

No public comment on this item.

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

5. REGULAR CALENDAR

ITEMS FOR DISCUSSION AND ACTION

5.1 General Manager's Report

General Manager Tim Shaw provided the Board a written report of special events and meetings attended since the last Board meeting.

The Board made no action on this item

5.2 District Engineer's Report

Simon Gray with Cole Engineering presented the Board with a written report of projects in the works since the last meeting of the Board. The report included General Items, Well 10 Hexavalent Treatment Project, and Well 17 Monitoring Wells Abandonment and Destruction.

Director Henrici asked a question concerning how complete was the final work submitted by Affinity? Simon stated based on the direction of the GM, he primarily focused on Well #10, #16 and #17.

Public member Stephanie questioned if the Surcharge 16 for Cr6 is being banked? GM Shaw stated the Surcharge 16 is banked.

The Board made no action on this item

5.3. Consider adoption of FY 2018-19 Operating and Capital Budget

No public comment on this item.

It was moved by Director Ridilla and seconded by Director Dills to approve the adoption of FY 2018-19 Operation and Capital Budget with Resolution No. 2018-07 based on corrections pointed out during the Public Hearing. Directors Henrici, Dills, Green, Harris and Ridilla voted yes. The motion carried with a unanimous roll call vote of 5-0-0.

5.4 Consider accepting Government Accounting Standards Bureau (GASB) 75 Actuarial Report for (Other Post-Employment Benefits (OPEB)).

Director Henrici suggested doing another report at the time the District decides to look at other options for reducing our unfunded liability.

Public member Stephanie asked if this would cost the district another \$25k to have a report done. Director Henrici stated the cost of the report is \$3k.

It was moved by Director Dills and seconded by Director Ridilla to accept the Government Accounting Standards Bureau (GASB) 75 Actuarial Report for (Other Post-Employment Benefits (OPEB)) to Henrici voted yes. Directors Henrici, Dills, Green, Harris and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.

5.5 Consider approval Request for Qualifications (RFQ) for Contract District Engineer

No public comment on this item

It was moved by Director Henrici and seconded by Director Dills to approve the Request for Qualification (RFQ) for Contract District Engineer. Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.

5.6 Status of Discussions with Elverta Associates LLC on Well #16 Property Donation

The Planning Committee discussed pending issues with ESPOG and Elverta Associates LLC. A common thread to both topics was the absence of response by both ESPOG and Elverta Associates LLC to separate and distinct District letters sent to each.

The ESPOG core elements can be summarized as a divergence in approach between the District and ESPOG for compliance with policies and objectives stipulated in the *Rio Linda Elverta Community Plan* (Community Plan), e.g. PF-8. A copy of the relevant excerpt of the Community Plan is included with your Board packets. The essential disparities between the District's and the Developer's approaches distills down to three primary elements:

The degree to which long-term agreements and financing are in place to assure Policy PF-8 is sufficiently addressed.

The intended meanings of "supplemental surface water" and "no net increase in groundwater pumping".

The priority for conjunctive use and the prescribed deterrents in the Community Plan for failing to achieve conjunctive use as delineated in PF-7.

The Planning Committee advised the ESPOG representatives of the District's frustration for not having received any written response to the June 18th District letter, specifically the letter's stipulation to address the long-term financing elements by engaging a municipal finance consultant working for the District's interests. ESPOG has submitted a letter (by e-mail to every Director), which summarizes the actions taken through the years, but the ESPOG letter does **not** respond to the District's bulleted items specifically requiring an ESPOG response. Instead, ESPOG proposes to work out these issues via a series of workshops with the Planning Committee.

The Elverta Associates LLC issue regarding the Property Donation Agreement was discussed at the Planning Committee, but Elverta Associates LLC did not attend. Staff subsequent correspondence with Elverta Associates LLC has produced a revised Property Donation Agreement draft, which is being reviewed by Legal Counsel as of the writing of this staff report.

No Action on this Item.

5.7 Discuss the proposed change in District hours of operation and consider directing the minimum lead time and method(s) for informing the public.

The Finance and Admin Committee discussed the written request from the Employees and commensurately provided advice and direction to the GM.

Flexible work schedules have proven to be a valid means of increasing employee productivity and job satisfaction. The District, through authorizing the GM to set working hours to support the operational needs of the District must preserve this management right. Accordingly, it's worthy to preclude morphing of this dialog and discussion into MOU negotiations and/or revising of District Policy.

Public member Stephanie disagreed with the District's possible change in hours.

Director Green suggested 6 weeks of notifying the public of the potential to change the District hours. After discussion from the other directors, it was suggested 2 months of lead time.

The Board directed the GM to notify the public with 8 weeks of lead time, send notices by any means necessary, place on Rio Linda Online then bring the feedback from the public to the Board.

5.8 Discuss the Districts planned participation in the annual Rio Linda Country Faire.

Director Green stated he would volunteer from 9-12 and Director Henrici stated she would volunteer from 12-3pm for this event.

Public member Stephanie stated the faire was October 6th.

It was moved by Director Henrici and seconded by Director Dills to authorize this as a Board event. Henrici, Dills, Harris, Green and Ridilla voted yes. The motion carried with a unanimous vote of 5-0-0.

5.9 Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.

No public comment on this item.

6. INFORMATION ITEMS

6.1. DISTRICT ACTIVITY REPORT

- a. Water Operations Report
- b. Conservation Report

Public member Stephanie commented on the Operations Report on work completed.

6.2. BOARD REPORTS

- a. Regional Water Authority – No Meeting.
- b. Sacramento Groundwater Authority – Agenda and Executive Summary provided
- c. LAFCO – Green –
- d. Planning Committee – Dills, Harris – Minutes provided.
- e. Finance / Administrative Committee – Minutes provided.
- f. AD Hoc Committees –
 - 1. MOU Negotiations – Dills, Harris – Verbal report by Director Dills – Pending Union Response
 - 2. GM Contract Revision – Henrici, Ridilla – Verbal report giving – Details will be discussed in closed session.
- g. Other Reports

7. PUBLIC COMMENT FOR CLOSED SESSION

No public comment.

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

A. CONFERENCE WITH LABOR NEGOTIATORS - (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6) District Negotiators: Mary Henrici/John Ridilla
General Manager Employment Agreement revisions.

9. RECONVENE OPEN SESSION

President Harris reconvened to open session at 8:55 p.m.

9.1 REPORT OF ACTIONS TAKEN IN CLOSED SESSION.

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

No reportable action was taken.

10. DIRECTORS' AND GENERAL MANAGER COMMENTS

Director Dills thanked GM Shaw for his hard work. Public member Stephanie had a question on the Completed and Pending Items Report.

11. ADJOURNMENT

President Harris adjourned the meeting at 8.56 p.m.

Respectfully submitted,

Timothy R. Shaw, Secretary

Mary Harris, President of the Board



**Consent Calendar
Agenda Item: 3.2**

Date: September 17, 2018

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Finance and Administrative Committee recommends approval of the Expenditures for the month of August 2018.

Current Background and Justification:

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

Conclusion:

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____.

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

Rio Linda Elverta Community Water District
 Operating Account GL 10000 Expenditure Report
 August 2018

Type	Date	Num	Name	Memo	Amount
Liability Check	08/02/2018	EFT	QuickBooks Payroll Service	For PP Ending 07/31/2018 Paydate 08/03/2018	18,627.62
Liability Check	08/03/2018	EFT	CalPERS	For PP Ending 07/31/2018 Paydate 08/03/2018	1,804.07
Liability Check	08/03/2018	EFT	CalPERS	For PP Ending 07/31/2018 Paydate 08/03/2018	1,940.46
Liability Check	08/03/2018	EFT	California State Disbursement Unit	Employee Garnishment	397.50
Liability Check	08/03/2018	EFT	Nationwide	Employee Benefits	1,147.62
Liability Check	08/03/2018	EFT	Internal Revenue Service	Employment Taxes	6,433.06
Liability Check	08/03/2018	EFT	Employment Development	Employment Taxes	1,359.06
Bill Pmt -Check	08/03/2018	EFT	Adept Solutions	Computer Maintenance	1,109.00
Bill Pmt -Check	08/03/2018	EFT	Comcast	Phone/Internet	413.15
Bill Pmt -Check	08/03/2018	EFT	Republic Services	Utilities	87.16
Bill Pmt -Check	08/03/2018	EFT	Sprint	Field Communication	112.42
Bill Pmt -Check	08/03/2018	EFT	Voyager Fleet Commander	Transportation Fuel	1,379.46
Paycheck	08/03/2018	5522	Employee	For PP Ending 07/31/2018 Paydate 08/03/2018	184.70
Check	08/03/2018	5523	Franchise Tax Board	Employee Garnishment	388.69
Check	08/03/2018	5524	RLECWD	Umpqua Bank Monthly Debt Service Transfer	16,500.00
Check	08/03/2018	5525	Customer	Final Bill Refund	30.00
Check	08/03/2018	5526	Customer	Final Bill Refund	89.00
Check	08/03/2018	5527	Customer	Final Bill Refund	5.34
Check	08/03/2018	5528	Customer	Final Bill Refund	52.16
Bill Pmt -Check	08/03/2018	5529	ACWA/JPIA	Employee Benefits	21.15
Bill Pmt -Check	08/03/2018	5530	Affinity Engineering	Elverta Specific Plan	1,280.00
Bill Pmt -Check	08/03/2018	5531	Bartle Wells Associates	Professional Fees	2,550.00
Bill Pmt -Check	08/03/2018	5532	BHI Management Consulting	Professional Fees	5,760.38
Bill Pmt -Check	08/03/2018	5533	Corix Water Products	Distribution Supplies	5,414.45
Bill Pmt -Check	08/03/2018	5534	County of Sacramento	Annual Hazardous Permit Fee	936.00
Bill Pmt -Check	08/03/2018	5535	DirectHit Pest Control	Building Maintenance	75.00
Bill Pmt -Check	08/03/2018	5536	Rio Linda Hardware and Building Supply	Shop Supplies	380.76
Bill Pmt -Check	08/03/2018	5537	RW Trucking	Distribution Supplies	616.83
Bill Pmt -Check	08/03/2018	5538	Safety-Kleen Systems	Transportation Maintenance	223.70
Bill Pmt -Check	08/03/2018	5539	SMUD	Utilities	21,549.51
Bill Pmt -Check	08/03/2018	5540	Staples	Office Expense	55.16
Bill Pmt -Check	08/03/2018	5541	The News	Printing	4,010.40
Bill Pmt -Check	08/03/2018	5542	Underground Service Alert	Annual Membership Dues	1,411.93
Bill Pmt -Check	08/03/2018	5543	Vanguard Cleaning Systems	Janitorial	195.00
Liability Check	08/16/2018	EFT	AFLAC	Employee Benefits	584.98
Liability Check	08/17/2018	EFT	QuickBooks Payroll Service	For PP Ending 08/15/18 Pay date 08/20/18	17,991.28
Liability Check	08/20/2018	EFT	CalPERS	For PP Ending 08/15/18 Pay date 08/20/18	1,762.64
Liability Check	08/20/2018	EFT	CalPERS	For PP Ending 08/15/18 Pay date 08/20/18	1,830.99
Liability Check	08/20/2018	EFT	Internal Revenue Service	Employment Taxes	6,104.58
Liability Check	08/20/2018	EFT	Employment Development	Employment Taxes	1,298.42
Liability Check	08/20/2018	EFT	Nationwide	Employee Benefits	1,179.99
Liability Check	08/20/2018	EFT	Western Health Advantage	Employee Benefits	11,406.71
Liability Check	08/20/2018	EFT	California State Disbursement Unit	Employee Garnishment	397.50
Check	08/20/2018	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	42,000.00
Check	08/20/2018	EFT	RLECWD - SURCHARGE 1 ACCOUNT	Current Monthly Transfer	44,985.50
Check	08/20/2018	EFT	RLECWD - SURCHARGE 2 ACCOUNT	Bi-Monthly Transfer	36,371.94

Rio Linda Elverta Community Water District
 Operating Account GL 10000 Expenditure Report
 August 2018

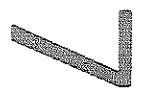
Type	Date	Num	Name	Memo	Amount
Check	08/20/2018	EFT	RLECWD - Operating	Transfer funds for Security Deposits paid with Credit Card	1,100.00
Bill Pmt -Check	08/20/2018	EFT	Adept Solutions	Computer Maintenance	2,342.12
Bill Pmt -Check	08/20/2018	EFT	Bankcard Center 2911	Computer, Meetings, Postage, CIP - Ice Machine	3,199.40
Bill Pmt -Check	08/20/2018	EFT	Bankcard Center 6669	Staff Training	203.50
Bill Pmt -Check	08/20/2018	EFT	Bankcard Center 7806	Backflow Testing, Postage, Office, Construction Equip Maint	935.36
Bill Pmt -Check	08/20/2018	EFT	Bankcard Center 8200	Staff Training, Uniforms	208.45
Bill Pmt -Check	08/20/2018	EFT	Bankcard Center 8900	Uniforms	150.00
Bill Pmt -Check	08/20/2018	EFT	Verizon	Field Communication	265.82
Liability Check	08/20/2018	5544	Teamsters Local #150	Union Dues	560.00
Check	08/20/2018	5545	Customer	Toilet Rebate	75.00
Check	08/20/2018	5546	Customer	Final Bill Refund	40.53
Check	08/20/2018	5547	Customer	Final Bill Refund	100.00
Bill Pmt -Check	08/20/2018	5548	Affinity Engineering	Engineering	1,645.00
Bill Pmt -Check	08/20/2018	5549	Anthem Blue Cross	Retiree Benefits: Wickham Lifetime	976.50
Bill Pmt -Check	08/20/2018	5550	BSK Associates	Lab Fees	315.00
Bill Pmt -Check	08/20/2018	5551	Churchwell White, LLP	Legal Fees	10,768.70
Bill Pmt -Check	08/20/2018	5552	Cintas Corporation	Safety	83.94
Bill Pmt -Check	08/20/2018	5553	Coleman Engineering	Engineering	9,810.00
Bill Pmt -Check	08/20/2018	5554	Communication Systems Unlimited	Building Maintenance	635.92
Bill Pmt -Check	08/20/2018	5555	CoreLogic Solutions	Metro Scan	134.75
Bill Pmt -Check	08/20/2018	5556	Demsey, Filliger & Associates	Auditor - GASB 75	3,000.00
Bill Pmt -Check	08/20/2018	5557	Employee Relations Inc.	Employee Background	51.35
Bill Pmt -Check	08/20/2018	5558	Energy Systems	Pump Maintenance	2,404.02
Bill Pmt -Check	08/20/2018	5559	GM Construction & Developers	Contract Repairs	6,538.50
Bill Pmt -Check	08/20/2018	5560	McCrometer	Pump Maintenance	1,360.66
Bill Pmt -Check	08/20/2018	5561	O'Reilly Automotive	Shop Supplies	24.25
Bill Pmt -Check	08/20/2018	5562	PG&E	Utilities	40.52
Bill Pmt -Check	08/20/2018	5563	Quill	Office Expense	143.26
Bill Pmt -Check	08/20/2018	5564	Rio Linda Elverta Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	08/20/2018	5565	RW Trucking	Distribution Supplies	642.42
Bill Pmt -Check	08/20/2018	5566	Sierra Chemical Company	Chemical Expense	1,931.92
Bill Pmt -Check	08/20/2018	5567	Spok Inc.	Field Communication	15.17
Bill Pmt -Check	08/20/2018	5568	The News	Publishing	66.00
Bill Pmt -Check	08/20/2018	5569	UniFirst Corporation	Uniforms	191.50
Bill Pmt -Check	08/20/2018	5570	USA BlueBook	Pump Maintenance	377.17
Liability Check	08/25/2018	EFT	Dental and Vision Ins.com	Employee Benefits	1,961.10
Total 10000 - Bank - Operating Account					314,803.10

Accrual Basis

Rio Linda Elverta Community Water District
Other Accounts Expenditure Report
July 2018

Type	Date	Num	Payee	Memo	Amount
Check	07/20/2018	EFT	RLECWD - Operating Account	June 2018 Security Deposits Applied	400.00
10100 · Security Deposits					<u>400.00</u>

Type	Date	Num	Payee	Memo	Amount
Check	08/03/2018	EFT	RLECWD - Operating	CIP Expense Transfer: CIP - Ice Machine purchased via credit card	2,803.96
10455 · Capital Improvement Reserve					<u>2,803.96</u>





**Consent Calendar
Agenda Item: 3.3**

Date: September 17, 2018

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Finance and Administrative Committee recommends approval of the Districts Financial Reports for the month of August 2018.

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:____ Green:____ Ridilla:____ Henrici:____ Harris:_____.

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

Accrual Basis

Rio Linda Elverta Community Water District
Balance Sheet
As of August 31, 2018

ASSETS**Current Assets****Checking/Savings**

100 · Cash & Cash Equivalents

10000 · Operating Account

10005 · Operating Fund 293,126.27

10010 · Operating Reserve Fund 250,000.00

Total 10000 · Operating Account 543,126.27

10100 · Trust/Security Deposit Account 43,752.00

10450 · Capital Improvement

10455 · Capital Improvement Fee Reserve 742,466.14

10460 · Vehicle Replacement Reserve 0.00

10465 · Cr6 Project 11,994.40

Total 10450 · Capital Improvement 754,460.54

10600 · LAIF GASB 45 16,068.85

Total 100 · Cash & Cash Equivalents 1,357,407.66

102 · Restricted Assets

102.1 · Restricted Capital Improvements

10700 · ZIONS Inv/Surcharge Reserve 491,624.20

Total 102.1 · Restricted Capital Improvements 491,624.20

102.2 · Restricted for Debt Service

10300 · Surcharge 1 Account 580,423.37

10325 · Community Business Bank 83,266.61

10350 · Umpqua Bank 73,788.96

10350 · Surcharge 2 Account 436,083.29

Total 102.2 · Restricted for Debt Service 1,173,562.23**Total 102 · Restricted Assets** 1,665,186.43**Total Checking/Savings** 3,022,594.09

Accounts Receivable 14,169.65

Other Current Assets

12000 · Water Utility Receivable 54,360.94

12200 · Accrued Revenue 150,000.00

12250 · Accrued Interest Receivable 1,632.50

15000 · Inventory Asset 96,793.78

16000 · Prepaid Expense 97,036.97

Total Other Current Assets 399,824.19**Total Current Assets** 3,436,587.93**Fixed Assets**

17000 · General Plant Assets 712,766.63

17100 · Water System Facilities 20,717,058.49

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -8,702,559.39

18000 · Construction in Progress 1,250,105.87

18100 · Land 496,673.45

Total Fixed Assets 14,847,088.47**Other Assets**

19000 · Deferred Outflows 297,772.00

19900 · Suspense Account 53.12

Total Other Assets 297,825.12**TOTAL ASSETS** 18,581,501.52

Rio Linda Elverta Community Water District

Balance Sheet

As of August 31, 2018

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	89,709.20
Credit Cards	1,447.19
Other Current Liabilities	702,318.13

Total Current Liabilities 793,474.52

Long Term Liabilities

23000 · OPEB Liability	22,453.00
23500 · Lease Buy-Back	755,052.27
25000 · Surcharge 1 Loan	4,364,411.26
25050 · Surcharge 2 Loan	99,140.82
26000 · Water Rev Refunding	2,091,606.00
27000 · Community Business Bank	342,485.52
29000 · Net Pension Liability	902,961.00
29500 · Deferred Inflows-Pension	40,436.00

Total Long Term Liabilities 8,618,545.87

Total Liabilities 9,412,020.39

Equity

31500 · Invested in Capital Assets, Net	7,619,051.46
32000 · Restricted for Debt Service	699,786.24
38000 · Unrestricted Equity	865,266.45
Net Income	-14,623.02

Total Equity 9,169,481.13

TOTAL LIABILITIES & EQUITY 18,581,501.52

Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
 August 2018

10

	<u>Annual Budget</u>	<u>Aug 18</u>	<u>Jul-Aug 18</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	2,664,429.00	158,313.34	316,540.55	11.88%	2,347,888.45
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	400.00	96.87	112.47	28.12%	287.53
Total 41110 · Investment Revenue	400.00	96.87	112.47	28.12%	287.53
41120 · Property Tax	70,000.00	1,946.32	1,946.32	2.78%	68,053.68
Total 41000 · Nonoperating Revenue	70,400.00	2,043.19	2,058.79	2.92%	68,341.21
Total Income	<u>2,734,829.00</u>	<u>160,356.53</u>	<u>318,599.34</u>	<u>11.65%</u>	<u>2,416,229.66</u>
Gross Income	2,734,829.00	160,356.53	318,599.34	11.65%	2,416,229.66
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	163,331.00	22,159.12	27,919.50	17.09%	135,411.50
60100 · Personnel Services					
60110 · Salaries & Wages	665,414.00	53,193.51	77,598.41	11.66%	587,815.59
60150 · Employee Benefits & Expense	451,439.00	32,759.04	62,998.67	13.96%	388,440.33
Total 60100 · Personnel Services	1,116,853.00	85,952.55	140,597.08	12.59%	976,255.92
60200 · Administration	254,977.00	11,305.40	64,074.45	25.13%	190,902.55
64000 · Conservation	6,748.00	75.00	5,198.00	77.03%	1,550.00
65000 · Field Operations	428,175.00	71,901.13	95,722.22	22.36%	332,452.78
Total 60000 · Operating Expenses	1,970,084.00	191,393.20	333,511.25	16.93%	1,636,572.75
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	133,163.00	0.00	0.00	0.00%	133,163.00
69110 · Interest	65,726.00	0.00	0.00	0.00%	65,726.00
Total 69100 · Revenue Bond	198,889.00	0.00	0.00	0.00%	198,889.00
69125 · AMI Meter Loan					
69130 · Principle	46,818.00	0.00	23,228.99	49.62%	23,589.01
69135 · Interest	11,696.00	0.00	6,027.97	51.54%	5,668.03
Total 69125 · AMI Meter Loan	58,514.00	0.00	29,256.96	50.00%	29,257.04
Total 69010 · Debt Service	257,403.00	0.00	29,256.96	11.37%	228,146.04
69400 · Other Non-Operating Expense	2,000.00	0.00	0.00	0.00%	2,000.00
Total 69000 · Non-Operating Expenses	259,403.00	0.00	29,256.96	11.28%	230,146.04
Total Expense	<u>2,229,487.00</u>	<u>191,393.20</u>	<u>362,768.21</u>	<u>16.27%</u>	<u>1,866,718.79</u>
Net Ordinary Income	<u>505,342.00</u>	<u>-31,036.67</u>	<u>-44,168.87</u>		
Net Income	<u>505,342.00</u>	<u>-31,036.67</u>	<u>-44,168.87</u>		

CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2018-2019
July through August 2018

	GENERAL		CONNECTIONS		CHROMIUM MITIGATION & NEW WELLS		VEHICLE REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
BEGINNING FUND BALANCE	\$ 1,426,064.00	\$ 1,426,064.00	\$ 129,988.00	\$ 129,988.00	\$ (454,317.00)	\$ (454,317.00)	\$ -	\$ -
FUNDING SOURCES								
Fund Transfers								
Operating Fund Transfers In	500,000.00	82,000.00	-	-	-	-	-	-
CIP Fund Intrafund Transfers	(10,000.00)	-	-	-	-	-	10,000.00	-
Surcharge 2 Surplus Repayment	-	-	-	-	435,752.00	-	-	-
Contributed Funding								
Capacity Fee Revenue	-	-	40,000.00	14,062.01	-	-	-	-
Contributed Facilities (Developers)	-	-	-	-	-	-	-	-
Grant Revenue	-	-	-	-	20,000.00	-	-	-
Loan Proceeds-OPUS Bank	-	-	-	-	2,468,239.00	-	-	-
Investment Revenue	350.00	85.07	-	-	-	-	-	-
Sale of Fixed Assets	-	-	-	-	-	-	-	-
TOTAL FUNDS AVAILABLE FOR CIP PROJECTS	1,916,414.00	1,508,149.07	169,988.00	144,050.01	2,469,674.00	(454,317.00)	10,000.00	-
PROJECTS								
A - WATER SUPPLY								
A-1 - Well 10 - Cr6 Treatment	-	-	-	-	40,000.00	-	-	-
A-2 - Well 16	-	-	-	-	2,448,239.00	-	-	-
A-3 - Well 17	25,000.00	-	-	-	-	-	-	-
A-4 - Miscellaneous Pump Replacements	40,000.00	-	-	-	-	-	-	-
Total A - WATER SUPPLY	65,000.00	-	-	-	2,488,239.00	-	-	-
B - WATER DISTRIBUTION								
B-1 - System Valve Replacements	35,000.00	-	-	-	-	-	-	-
B-2 - Paving Replacements	25,000.00	-	-	-	-	-	-	-
B-3 - Service Replacements	30,000.00	-	-	-	-	-	-	-
B-4 - Large Meter Replacements	5,000.00	-	-	-	-	-	-	-
Total B - WATER DISTRIBUTION	95,000.00	-	-	-	-	-	-	-
M - GENERAL PLANT ASSETS								
M-1 - Ice Machine	3,500.00	2,803.96	-	-	-	-	-	-
M-2 - Billing Software Upgrade	25,000.00	21,527.50	25,000.00	-	-	-	-	-
Total M - GENERAL PLANT ASSETS	28,500.00	24,331.46	25,000.00	-	-	-	-	-
FO - PROJECTS FUNDED BY OTHERS								
TOTAL FO - PROJECTS FUNDED BY OTHERS	-	-	-	-	-	-	-	-
C - CONTINGENCY								
C-1 - Contingency (10% of Est A,B,M, & FO)	18,850.00	-	2,500.00	-	248,823.90	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	207,350.00	24,331.46	27,500.00	-	2,737,062.90	-	-	-
ENDING FUND BALANCE	\$ 1,709,064.00	\$ 1,483,817.61	\$ 142,488.00	\$ 144,050.01	\$ (267,388.90)	\$ (454,317.00)	\$ 10,000.00	\$ -



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

Date: September 17, 2018
Subject: General Manager's Report
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

There is no committee recommendation on this item.

Current Background and Justification:

The General Manager will report to the Board of Directors on meetings attended and an update on projects since the last meeting of the Board.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____.

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

RLECWD Agenda Item Checklist

Item 4.1

Date

Initial Potential Meeting Date

09/17/18

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

GM Report

09/14/18

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

N/A

Review by appropriate Finance/Administration, Projects /Planning 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

09/14/18

Actual Meeting Date Set for Agenda Item

09/17/18



Date: September 17, 2018

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: For this reporting period, the focus transitioned a bit from last month. The activities centered around Elverta Specific Plan development and interactions for personnel matters. One positive note to report is I received notice that I am now a California certified water audit validator. The savings to the District, compared to outsourcing a validator, is \$1,500 each year. When the Operations Superintendent returns to work, we will need to focus on the audit validation to meet the October 1st deadline for submittal to the Dept. of Water Resources.

I wish to recognize Renita Lehman and Kim Basset for their efforts in transitioning to the new CUSI billing software.

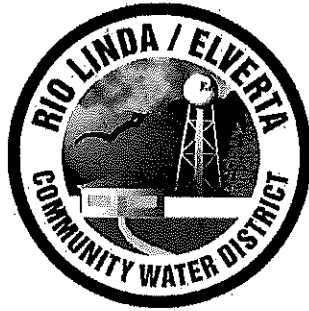
1. On Aug 22nd, I participated in a conference call with Legal Counsel to discuss Elverta Specific Plan development. Legal Counsel had been out of the Country for several weeks and I needed to bring her up to speed on the status of discussions.
2. On Aug 22nd (afternoon), I had a telephone meeting with Opus bank to discuss the potential and need for Opus providing more services to the District. One significant barrier is the complete lack of service branches in our region.
3. On Aug 29th, toured hexavalent chromium treatment facilities in Antelope and Dixon. I won't be redundant to the District Engineers report, so I will add that the Antelope facility is very close and convenient to tour. Any Directors who wish to tour and have 30 minutes, just let me know.
4. On Aug 30th Met with the founder of Gov Invest, a software company that targets government agencies' needs for computing total pension costs and OPEB reporting.
5. On Sept 5th, met with one of the engineering firms interested in submitting a response to our RFQ for District Engineer. This particular firm had worked with the District prior to the Affinity era and provided some interesting insights into the Districts image amongst the engineering firms in our region.

6. On Sept 6th , Deborah Denning and I attending free training downtown for Other Post-Employment Benefits (OPEB) funding and reporting.
7. On Sept 7th, met with Simon Gray and Chad Coleman (reported in District Engineer's report).
8. On Sept 10th , Began adjustment of activities in response to absence of Operations Superintendent.
9. On Sept 11th, telephone meeting with Legal Counsel regarding personnel matters and dialog with Teamsters Local 150.
10. On Sept 11th (afternoon) met with Coremark to discuss renewal and open enrollment for medical, dental and vision insurance.
11. On Sept 12th, I attended the RWA Regional Water Reliability plan meeting. The meeting focused on the survey results to explore interests, assets, and needs for a formal regional water bank as a means for facilitating conjunctive use.
12. On Sept 13th, I attended the regular board meeting of the Regional Water Authority (RWA). The agenda and document package was deceptively small (relative to previous meetings). The meeting ran long do to presentations on the dissolution of California Urban Water Conservation Council (CUWCC) and the presentation on the grant funding allocations for water storage projects.
13. On Sept 14th I will meet with another engineering firm interested in submitting a response to the District's RFQ for District Engineer.

Other initiatives in progress are:

Corresponded with Legal Counsel and Teamsters Local 150 regarding a new Admin Leave policy and revisions to the existing sick leave policy. The changes are essential and do not create any form of diminished benefit or flexibility for employees. Accordingly, I endeavored to limit Legal Counsel charges to the extent practical. Best laid plans...

The onsite phase of the District's annual, independent audit took place September 11th -13th. It went smoothly and was beneficial to have face to face dialog with the auditor to glimpse into the District from the perspective of the auditor.



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

Date: September 17, 2018
Subject: District Engineer Report
Staff Contact: Simon Gray, Interim District Engineer

Recommended Committee Action:

This item is not reviewed by committee.

Current Background and Justification:

The Interim District Engineer provided a report on the progress of projects since the last meeting of the Board.

Conclusion:

No action is required this an informational item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____

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

RLECWD Agenda Item Checklist

Item 4.2

Date

Initial Potential Meeting Date

09/17/18

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

District Engineer's Report

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.

09/13/18

Committee Review of Item and Staff Work

N/A

Review by appropriate Finance/Administration, Projects /Planning 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

09/13/18

Actual Meeting Date Set for Agenda Item

09/17/18

**RIO LINDA / EVERTA COMMUNITY WATER DISTRICT
INTERIM DISTRICT ENGINEER'S REPORT
August 18 to September 17, 2018**

The Interim District Engineer, Coleman Engineering, Inc., has performed the following duties and tasks for the period August 18 to September 12, 2018:

1. GENERAL

- Attendance and discussions at the District Board Meeting of August 20, 2018, and the District Planning Committee Meeting of September 7, 2018.
- Coordination meetings and calls with the District General Manager.
- Review of work products and other deliverables provided by the previous District Engineer, Affinity Engineering, on an as-needed and project-specific basis.
- Monitoring of Elverta Specific Plan water issue discussions and email correspondence between the District and the developer's team.

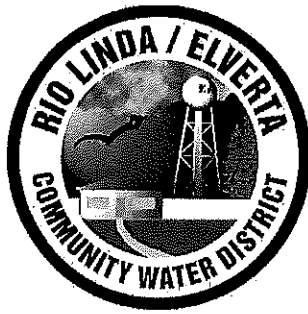
2. WELL 10 HEXAVALENT CHROMIUM TREATMENT PROJECT

- Continued research and discussions with manufacturers into the availability of the specified and potential alternative ion exchange media. Confirmation that appropriate ion exchange media will be available for the project if constructed prior to the State re-establishing the MCL for hexavalent chromium in drinking water.
- Site visits to the California American Water hexavalent chromium wellhead treatment facility in Antelope, and the Golden State Water hexavalent chromium wellhead treatment system in Dixon. The Antelope well is of similar capacity to the Well 10 well at 1,000 gpm, and its wellhead treatment facility uses very similarly-sized (500 gpm) and configured treatment vessels as the one proposed and previously-designed for Well 10.
- Project meeting to discuss Wells 10 and 16 schedules and priorities with the District General Manager.
- Preparation of a quarterly report update for the State DWR grant.

3. WELL 17 MONITORING WELLS ABANDONMENT AND DESTRUCTION

- Completed a review of Affinity Engineering's well destruction specification outline and the two previous quotations from well drilling contractors to perform the work.
- Preparation, and submittal to the District General Manager, of a scope and fee to prepare bid documents (plans, specifications, and construction cost estimate) for a formalized Well 17 Monitoring Wells Destruction contract.

Simon N. Gray, P.E
Interim District Engineer



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

Date: September 17, 2018

Subject: Property Donation Agreement with Elverta Assoc. LLC for Well #16 Parcel

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Planning Committee reviewed the Property Donation Agreement and recommended the Board approve the agreement at the September 17th meeting.

Current Background and Justification:

The District and the developer have been engaged in dialog to complete this agreement for some time. The delays in executing the agreement have been substantial impediments for addressing critical operational needs of the District. The agreement is also prerequisite for execution of an irrevocable offer of dedication for the Well #16 parcel (Exhibit A in the agreement).

Elverta Associates LLC has already signed the agreement.

Conclusion:

I recommend the Board approve the Property Donation Agreement with Elverta Associates LLC and further authorize the General Manager to execute the agreement and all appurtenant documents thereto.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____

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

RLECWD Agenda Item Checklist

Item 4.3

Date

Initial Potential Meeting Date

09/17/18

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 Property Donation Agreement with Elverta Associates LLC for the Well #16 parcel.

09/04/18

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

09/07/18

Review by appropriate Finance/Administration, Projects/Planning or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

8/27/18

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

GM Review

09/14/18

Actual Meeting Date Set for Agenda Item

09/17/18

PROPERTY DEDICATION AGREEMENT

This Property Dedication Agreement (“Agreement”) is entered into on this 17th day of September, 2018 (“Effective Date”), by and between Rio Linda/Elverta Community Water District, a California special district (the “District”), and Elverta Associates, LLC, a California limited liability company (“Owner”). District and Owner may individually be referred to herein as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. Owner is the owner of certain real property located in Sacramento County, California, commonly identified by the assessor parcel number (“APN”) 202-0170-024 and as more fully described in the Irrevocable Offer of Dedication and Grant Deed (“Deed”), attached and incorporated hereto as **Exhibit A**.

B. A roughly one-acre portion of the Property, as described in the Deed, is proposed to be dedicated by Owner to the District and developed as a well site (“Well Site”), on terms and conditions set forth in this Agreement and as modeled in the Well 16 Production Well, Reservoir and Pump Station Modification Site Plan attached and incorporated hereto as **Exhibit B** (“Well Site Plan”).

C. Owner desires to dedicate the Well Site to District on the terms and conditions of this Agreement.

D. District intends to acquire the Well Site to develop water infrastructure to serve planned development in the District and to implement the District’s long-term operational objectives.

NOW, THEREFORE, in reliance on the above and in consideration of the mutual covenants and benefits that accrue to each, the Parties agree as follows:

AGREEMENT

Section 1. Land Dedication. Owner agrees to dedicate and convey ownership of the Well Site to District, and District agrees to accept ownership of the Well Site, on the terms and conditions set forth herein.

Section 2. Conditions Precedent and Contingencies. Subject to the terms and conditions of this Agreement, Owner and District agree to use good faith efforts to satisfy the conditions set forth in this Agreement and shall submit evidence satisfactory to the other, as appropriate, that the conditions have been satisfied, if such evidence is required.

Section 3. Well Site Improvements. District shall design, construct, install and maintain improvements on the Well Site in substantial conformance with the proposed improvements depicted on the Well Site Plan, attached as **Exhibit B**. District shall construct and be responsible for the cost of the design, construction and maintenance of all Well Site improvements plus the above grade improvements, including: (1) a six foot sidewalk along “U” Street with a six inch

concrete curb; (2) an eight foot wrought iron fence with pedestrian and vehicle gate; (3) a twenty foot driveway and an eight foot high by one foot thick sound wall along the back and east end of the site, as depicted in the Well Site Plan, as well as the related below grade improvements associated therewith. Further, the District shall be responsible for its fair share on and off-site improvements as required by the County of Sacramento and other agencies as applicable.

3.1 Landscaping. District shall design, construct, install and maintain landscaping on the Well Site frontage located along "U" Street in substantial conformance with the landscaping depicted on the Well 16 Production Well, Reservoir and Pump Station Proposed Site Plan 3D Rendition, incorporated and attached hereto as **Exhibit C**.

3.2 Reservoir Restriction. District shall not construct, design, or install a reservoir on the Well Site. This restriction does not apply to a backwash tank or any other closed water storage infrastructure that may be required for water treatment.

3.3 Architecture & Equipment. District agrees to coordinate with and gain Owner's approval of all architectural details of the Well Site (including colors, texture and materials of masonry walls, wrought iron fencing, landscaping, control building and roofs, wells, treatment equipment and tanks) prior to construction. Additionally, District shall obtain approval of Owner of the standby generator, including enclosure and muffler, prior to ordering and/or installing same. Said approvals by Owner shall not be unreasonably withheld.

Section 4. Due Diligence. District shall perform all due diligence investigations related to the Well Site, which may include an appraisal, environmental review, environmental assessment ("ESA Phase 1 or Phase 2"), and a preliminary title report. Owner shall provide District with a copy of any environmental review, ESA Phase 1 or Phase 2, or other testing of the Well Site conducted in the past fifteen (15) years.

Section 5 Termination. In the event the District is not satisfied in District's sole discretion with (i) the physical condition and nature of the Well Site, including all environmental conditions thereof; (ii) all information concerning the Well Site made available by Owner to District; (iii) the status of title of the Well Site; and (iv) all other physical, environmental, legal, or other aspects of the Well Site (collectively, the "Conditions"), District shall have the option at any time before commencement of construction of the Well Site to choose one of the following as its sole and exclusive remedy by sending written notice to the Owner: (i) the Well Site is not acceptable to the District and that District has disapproved the Well Site, and neither Party hereto shall have any further rights or obligations hereunder; or (ii) District waives any Conditions and intends to consummate this transaction. If District does not send any such written notice, then District shall be deemed to have elected subsection (ii) and waives any of the Conditions.

Notwithstanding any other provisions of this Agreement, should District decide not to consummate this transaction and/or construct the well improvements on this Well Site, then District shall, at its own costs and expense, restore the property to the same condition in which it was prior to District's entry onto the site, including the destruction of any monitoring, test or production wells constructed by District, in compliance with the well destruction requirements established by section 6.28.040 of the Sacramento County Code.

Section 6. Indemnification. District agrees to indemnify, defend, assume all liability for and hold harmless Owner from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the District's negligence or gross negligence arising out of or in connection with the improvements on the Well Site.

Section 7. Compliance with Laws/Permits. In all activities undertaken pursuant to this Agreement, District and its contractors, agents and employees, shall comply with all applicable federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. District, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for completing the improvements to the Well Site pursuant to this Agreement.

Section 8. Access. This Agreement shall in no way restrict Owner's access to the property, provided that the Owner and any of its representatives or invitees to the property shall not act in such a way as to interfere with the installation of the improvements at the Well Site.

Section 9. Cooperation of District and Owner. Owner shall cooperate with District in District's efforts to obtain any and all approvals of other agencies as required for improvements at the Well Site. Owner further agrees to cooperate with District in District's efforts to clear all liens, encumbrances, encroachments and special assessments levied or assessed against the Well Site prior to the dedication of the Well Site to the District, as contemplated in Section 1 of this Agreement.

Section 10. General Provisions.

(a) *Integration.* This is an integrated agreement and therefore contains all of the terms, considerations, understandings and promises between the Parties related to improvements at the Well Site and the dedication of the Well Site to the District. This Agreement may be modified, changed or rescinded only by written agreement executed by the Parties.

(b) *Exhibits.* All exhibits referred to herein are incorporated into this Agreement. Failure to comply with the provisions or requirements of any exhibit shall constitute grounds for breach of this Agreement by either Party.

(c) *Waiver.* A waiver by any Party to this Agreement or a breach of any provision shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing

(d) *Necessary Acts.* The Parties shall at their own cost and expense execute and deliver further documentation and shall take other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(e) *Successor and Assigns – Covenant Running with the Land.* This Agreement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity,

be deemed a covenant running with the land of the property and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(f) *Attorney's Fees and Costs.* In any action at law or in equity, including action for declaratory relief, brought by any Party to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, costs of court and reasonable expense of litigation, in addition to any other relief which such party may be entitled.

(g) *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of California.

(h) *Venue.* Any action arising out of this Agreement shall be brought in Sacramento County, California, regardless of where venue may lie.

(i) *Binding Agreement.* This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, and assigns of the Parties.

(j) *Severability.* Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

(k) *Notices.* Any notice or communication required hereunder between the Parties 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices of 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, CA 95673
 Attn: General Manager

With copies to: Churchwell White LLP
 1414 K Street, Third Floor
 Sacramento, CA 95814
 Attn: Barbara A. Brenner, Esq.

If to Owner: Elverta Associates, LLC
2082 Michelson Drive, Suite 400
Irvine CA 92612
Attn: Tim Kihm

With copies to: Nancy Dubonnet, Esq.
2082 Michelson Drive, Suite 450
Irvine CA 92612

(l) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any persons, states, firms or other legal entities represented or purported to be represented by such persons, states, firms or other legal entities.

(m) *Counterparts.* This Agreement may be executed in one or more counterparts and all so executed shall be binding upon the Parties, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

(n) *Recitals.* The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 shall control.

(o) *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.

(p) *Fees and Other Expenses.* Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

(q) *Headings.* The headings used herein are for purposes of convenience only and shall not be used to construe, expand or limit the meaning of the language of this Agreement.


[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Rio Linda/Elverta Community Water District, a California special district

Elverta Associates, LLC, a California limited liability company

By: _____
Timothy R. Shaw, General Manager

By:  _____

Name: Michael B. Earl

Title: Manager

APPROVED AS TO FORM:

Barbara A. Brenner, General Counsel

EXHIBIT A
Irrevocable Offer of Dedication

22

*Recording requested by and when recorded
return to:*

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

Exempt from recording fees (Gov. Code §§ 6103, 27383)

Space above this line for recorder's use only

IRREVOCABLE OFFER OF DEDICATION AND GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Elverta Associates, LLC ("Grantor") does hereby make an irrevocable offer of dedication and grants to the Rio Linda Elverta Community Water District, a California county water district ("District"), that certain real property situated in said District as more particularly described on EXHIBIT A attached hereto and incorporated herein by the reference (the "Property") together with all improvements thereon.

This Offer of Dedication shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns.

Executed this ____ day of _____, 20__

GRANTOR:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the Rio Linda Elverta Community Water District, a California county water district, hereby accepts the Property as defined in the Irrevocable Offer of Dedication and Grant Deed to which this Certificate of Acceptance is attached. This acceptance is made pursuant to the authority conferred by Resolution No. _____ of the Board of Directors adopted on _____, 2018, and the Grantee consents to the recordation of the Irrevocable Offer of Dedication and Grant Deed to which this Certificate of Acceptance is attached by its duly authorized officer.

By: _____
Timothy R. Shaw, Secretary of the Board of Directors

Date: _____

EXHIBIT "A"
DESCRIPTION OF
WELL SITE

A portion of that real property situated in the County of Sacramento, State of California, being a portion of Section 16, Township 10 North, Range 5 East, Mount Diablo Meridian and being a portion of the Lands of Elverta Associates, LLC a California Limited Liability Company as described in that certain Grant Deed recorded November 4, 2004, in Book 20041104, at Page 2355, Official Records of Sacramento County, described as follows:

Beginning at a point from which the southeast corner of said real property as described in that certain Grant Deed recorded November 4, 2004, in Book 20041104, at Page 2355, Official Records of Sacramento County bears the following three (3) courses:

1. South 00°05'59" West a distance of 5.05 feet;
2. South 89°53'57" East a distance of 445.17 feet;
3. South 89°54'28" East a distance of 1320.47 feet;

Thence from said **True Point of Beginning** North 89°56'42" West a distance of 364.76 feet; thence North 00°05'55" East a distance of 133.32 feet; thence South 89°42'00" East a distance of 364.76 feet; thence South 00°05'59" West a distance of 132.04 feet; to the Point of Beginning

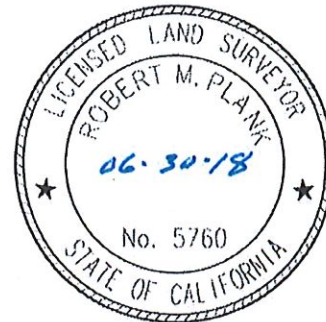
Containing 1.11 acres, more or less.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act



Robert M. Plank, PLS 5760

License Expiration Date: 06-30-2018



Date: 04/24/18

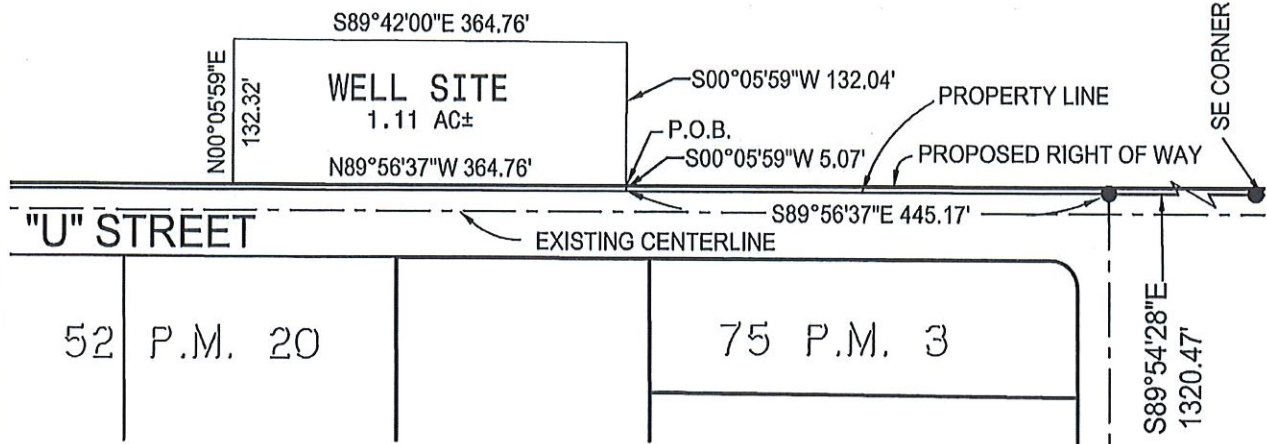
Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661

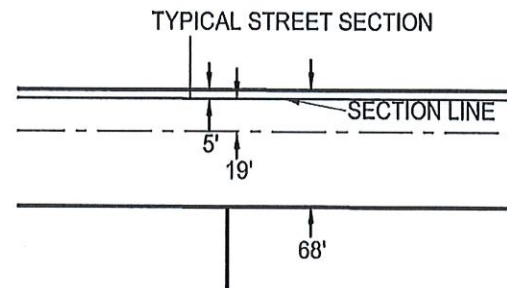
P:\7483\survey-MS\mapping\desc\WELL SITE\WELL SITE.docx

LANDS OF
 ELVERTA ASSOCIATES, LLC
 200441104 O.R. 2355



LEGEND

- P.O.B POINT OF BEGINNING
- FOUND
- P.M. PARCEL MAP
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY



SHEET 1 OF 1

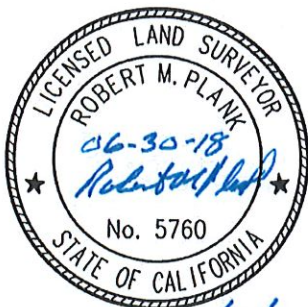


EXHIBIT "A-1"
 WELL SITE
 ELVERTA ASSOCIATES, LLC
 SECTION 21, T. 10 N. R. 5 E., M.D.M.

COUNTY OF SACRAMENTO STATE OF CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
 1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

DWK	1"= 160'	04/19/2018	7483.100
DRAWN BY	SCALE	DATE	JOB NO.

California All-Purpose Acknowledgment

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

State of California)
)
County of _____)

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

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

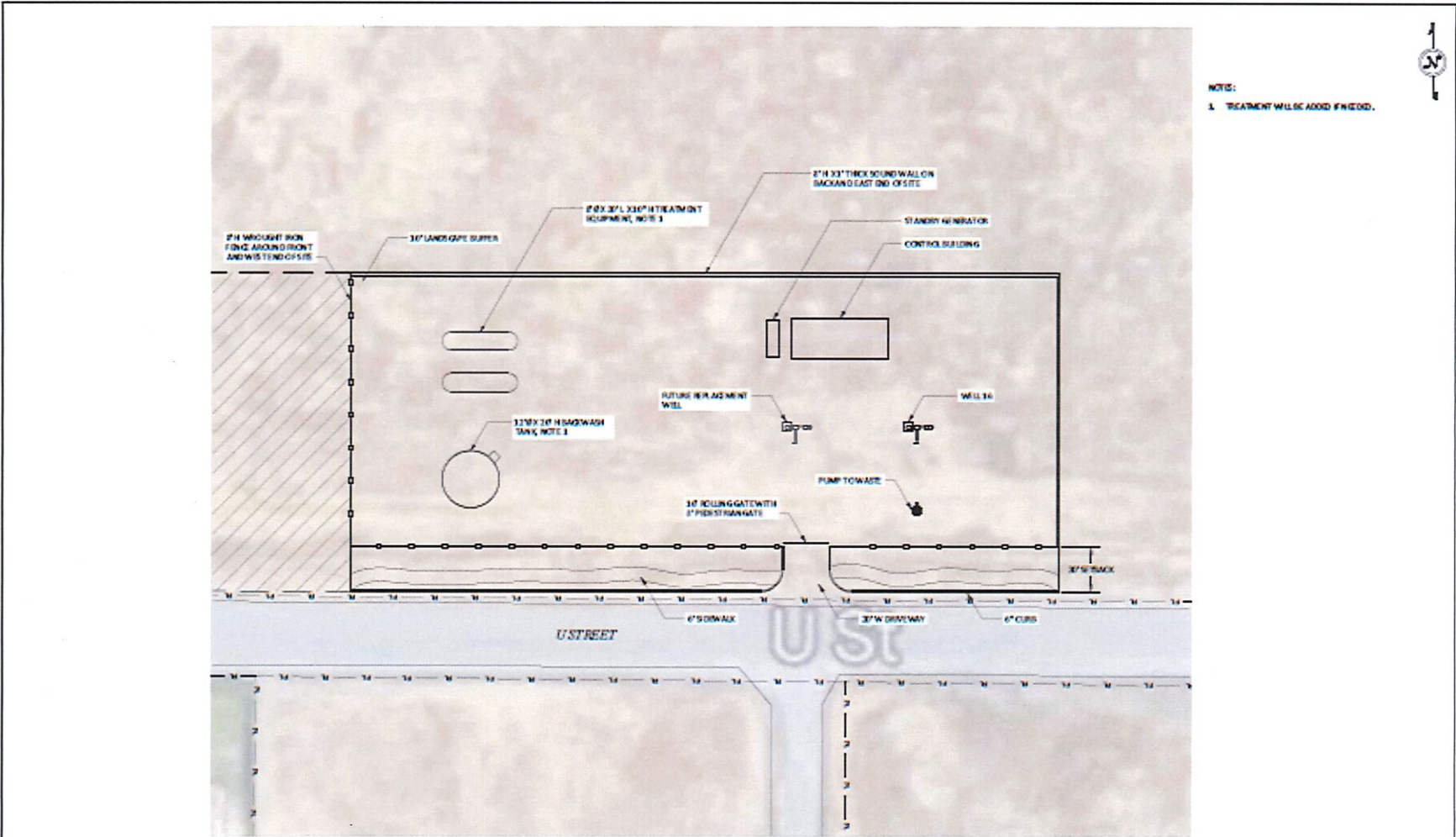
Witness my hand and official seal.

(Signature)

(Seal)

Well 16 Production Well, Reservoir and Pump Station Modification Site Plan

EXHIBIT B



NOTES:
1. TREATMENT WILL BE ADDED FUTURE.

CONSULTING
AFFINITY
ENGINEERING
2251 Reginald Rd, Riverside, CA, 92503
www.afe-engineering.com

NO.	REVISION/DESCRIPTION	BY	DATE	CLIENT

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

PROJECT: Well 16
Production Well, Reservoir
and Pump Station

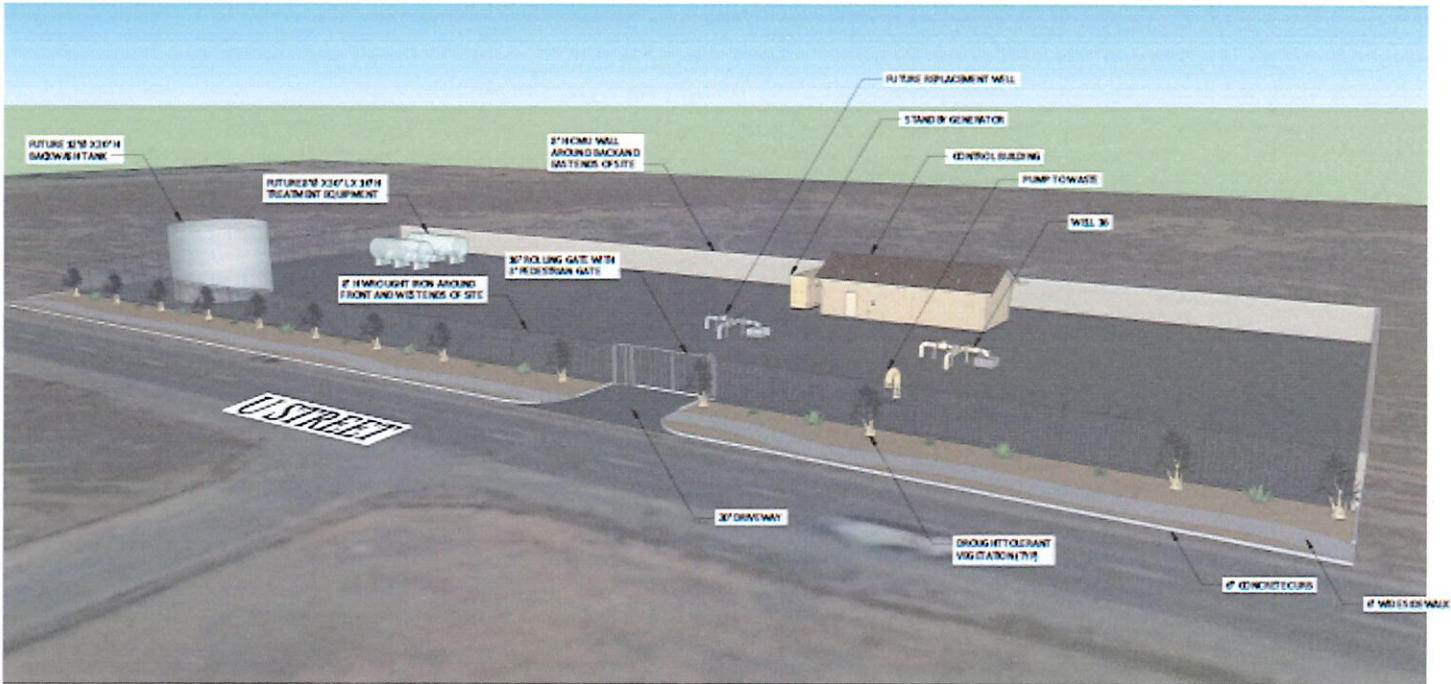
SCALE: 1" = 20'
ATTENTION
LINE IS 2" AT FULL SIZE
(SCALE AS SHOWN ONLY)

CIVIL
SHEET TITLE: MODIFICATION SITE PLAN

SHEET NO: C2
SHEET NAME: 1 of 3
JAN 2017

Well 16 Production Well, Reservoir and Pump Station Proposed Site Plan 3D Rendition

EXHIBIT C



CONSULTANT AFFINITY ENGINEERING 2225 El Segundo Blvd, Rosemead, California, CA 91762 www.aaffinity.com	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION/DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>CHKD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISION/DESCRIPTION	BY	DATE	CHKD																										CLIENT  Rio Linda / Elverta Community Water District 730 L Street Rio Linda, CA 95675	PROJECT Well 16 Production Well, Reservoir and Pump Station	SCALE N.T.S. ATTENTION LINE IS 2" AT FULL SIZE (SCALE ACCORDINGLY)	SHEET NO. CIVIL	SHEET NAME Proposed Site Plan 3D Rendition	SHEET NO. 3 of 3
		NO.	REVISION/DESCRIPTION	BY	DATE	CHKD																															
SHEET NO. CS	SHEET NAME Proposed Site Plan 3D Rendition	SHEET NO. 3 of 3																																			



Items for Discussion and Action

Agenda Item: 4.4

Date: September 17, 2018

Subject: Consider adopting American River Basin Integrated Regional Water Management Plan (IRWMP) via adoption of Resolution No. 2018-08.

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Planning Committee reviewed the Resolution No. 2018-08 and recommended approval by the Board at the September 17th meeting.

Current Background and Justification:

As detailed in the August 27th email from the Regional Water Authority (RWA). The IRWMP has been updated. Furthermore, adoption of the updated IRWMP by the District does not make the District responsible for IRWMP implementation. Adoption conveys the District supports the IRWMP vision and objectives.

Adoption of the IRWMP by approving Resolution 2018-08 is necessary to maintain the District's eligibility for Proposition 1 grant funding.

Note: the actual IRWMP document is quite voluminous. The IRWMP Overview document included with your Board packets includes internet addresses for electronic copies of the full document. A hardcopy of the full document has been available for review at the District office since September 12th.

Conclusion:

I recommend the Board approve Resolution No. 2018-08 adopting the recently updated American River Basin Integrated Regional Water Management Plan (IRWMP).

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____

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

RLECWD Agenda Item Checklist

Item 4.4

Date

Initial Potential Meeting Date

09/17/18

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

Consider approval of Resolution No. 2018-08 to adopt the recently updated American River Basin Integrated Regional Water Management Plan (IRWMP).

09/04/18

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

09/07/18

Review by appropriate Finance/Administration, Projects /Planning 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

09/14/18

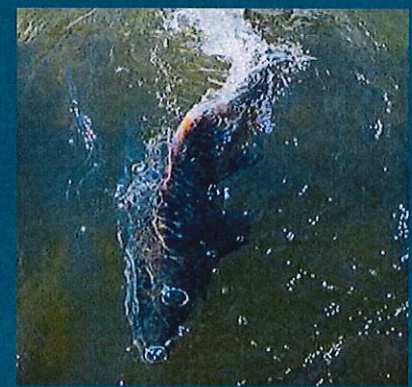
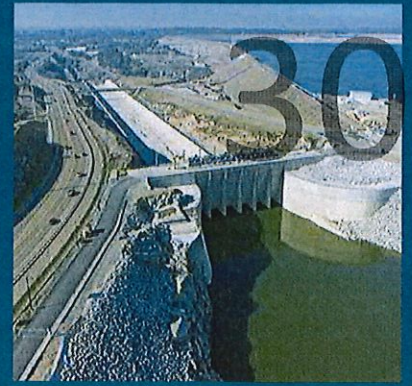
Actual Meeting Date Set for Agenda Item

09/17/18

OVERVIEW OF THE

American River Basin Integrated Regional Water Management Plan

2018 UPDATE



Sacramento River
Biologic Region

Sacramento

ARB Region



Introduction

The 2018 **American River Basin (ARB) Integrated Regional Water Management Plan (IRWMP)** Update was prepared by the Regional Water Authority (RWA) with significant input from stakeholders in the ARB Region (Region). This overview document summarizes the content of the 2018 ARB IRWMP Update and highlights significant changes from the 2013 Update.

Successful implementation of the ARB IRWMP will help achieve the Region's water resources vision of providing for the lasting health of our community, economy, and environment. The strong foundation created by the ARB IRWMP will continue to guide water resources management efforts to both our present and our future benefit.

History of Regional Planning in the Greater Sacramento Area

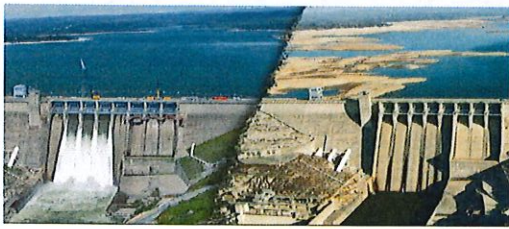
The greater Sacramento area has been active in integrated water planning and implementation for over two decades. In 1993, a diverse group of stakeholders began a seven year facilitated effort to develop regional solutions to meet municipal, agricultural, and environmental water needs. More than 40 signatories signed the Water Forum Agreement (WFA) in 2000, which includes the coequal objectives of: (1) providing water reliability for planned development to the year 2030, and (2) protecting and preserving the lower American River. The WFA remains the foundation of regional integrated planning to this day.

In 2001, water suppliers in the Sacramento area formed RWA as a joint powers authority in part to help implement elements of the WFA. RWA developed the first ARB IRWMP in 2006 and completed the first ARB IRWMP update in 2013.

2018 ARB IRWMP Update

Integrated Regional Water Management (IRWM) is an effective way to address complex water resources challenges. IRWM is driven by stakeholders that identify major water and related resource management issues and their proposed solutions. It maximizes economic and societal benefits in an equitable manner, while maintaining the ecosystem critical to water resource sustainability.

The 2018 ARB IRWMP is a comprehensive update of the 2013 IRWMP. It builds upon the IRWMP "Framework" and tools developed as part of the 2006 and 2013 IRWMPs, as well as local and regional planning efforts. This includes the North American Basin Regional Drought Contingency Plan, Regional Water Reliability Plan, Sacramento and San Joaquin Rivers Basin Study, and local climate action and sustainability plans. The 2018 ARB IRWMP Update also addresses the 2016 IRWMP Standards, highlights regional accomplishments in IRWM planning, and identifies actions to adapt to and mitigate the impacts of climate change. Significant events and regional accomplishment from the 2013 to the 2018 ARB IRWMP Update are summarized on the following page.



2015

- Water right curtailments throughout California.
- Mandatory 25% statewide reduction in water use are enacted.
- PCWA receives \$200,000 Reclamation WaterSMART grant on behalf of local agencies to develop North American Basin RDCP.
- RWA receives \$1.7 million Prop 84 grant award on behalf of local agencies and organizations to implement four priority projects in 2013 ARB IRWMP Update.
- Water levels in Folsom Reservoir reach a record low of 135,000 acre-feet, threatening water supplies and ecosystems of the American River Basin and system-wide.

2017 Drought State of Emergency lifted.

- Sacramento River Funding Area receives \$3.7 million Prop 1 grant award to ensure DAC involvement in IRWM planning efforts.
- RWA receives \$250,000 Prop 1 planning grant award on behalf of local agencies and organizations to update 2013 ARB IRWMP.
- RWA holds initial stakeholder meetings to commence comprehensive ARB 2018 IRWMP Update.
- GSAs are formed.
- El Dorado County Water Agency receives \$400,000 Reclamation WaterSMART grant award on behalf of local agencies and organization to develop ARB Water Marketing Strategy.
- North American Basin RDCP is completed.

2014 Drought State of Emergency declared.

- Sustainable Groundwater Management Act passes.
- Prop 1 Water Bond (AB 1471) passes, authorizing \$7.55 billion in funds for supply and watershed protection projects, with \$510 million dedicated for integrated regional water management planning.
- Senate Bill 985 passes, requiring agencies to develop stormwater resource plans to receive Prop 1 funds.
- RWA receives \$9.8 million Prop 84 grant award on behalf of local agencies and organization to implement 17 projects addressing drought resiliency/adaptation.

2016

- Sacramento and San Joaquin Rivers Basin Study is completed by Reclamation with partners.
- Governor issues Executive Order B-37-16, directing the establishment of long-term conservation standards.
- North American Basin Drought Planning Task Force is formed through RWA.
- Region receives \$650,000 WaterSMART grant award to develop American River Basin Study as local follow-up to the Sacramento and San Joaquin Rivers Basin Study.

2018

- Local flooding in parts of the Region. Sacramento Weir opened for first time in over a decade.
- Local groundwater management authorities receive \$3 million in funding for development of groundwater sustainability plans for the North American, South American, and Cosumnes Subbasins.
- Prop 68 passes, authorizing \$1.19 billion in funding for water infrastructure and flooding projects.
- Regional Water Reliability Plan completed by RWA.
- ARB SWRP and West Slope SWRP are finalized and adopted.
- 2018 ARB IRWMP Update is finalized and adopted following four stakeholder workshops over two years.

LEGEND

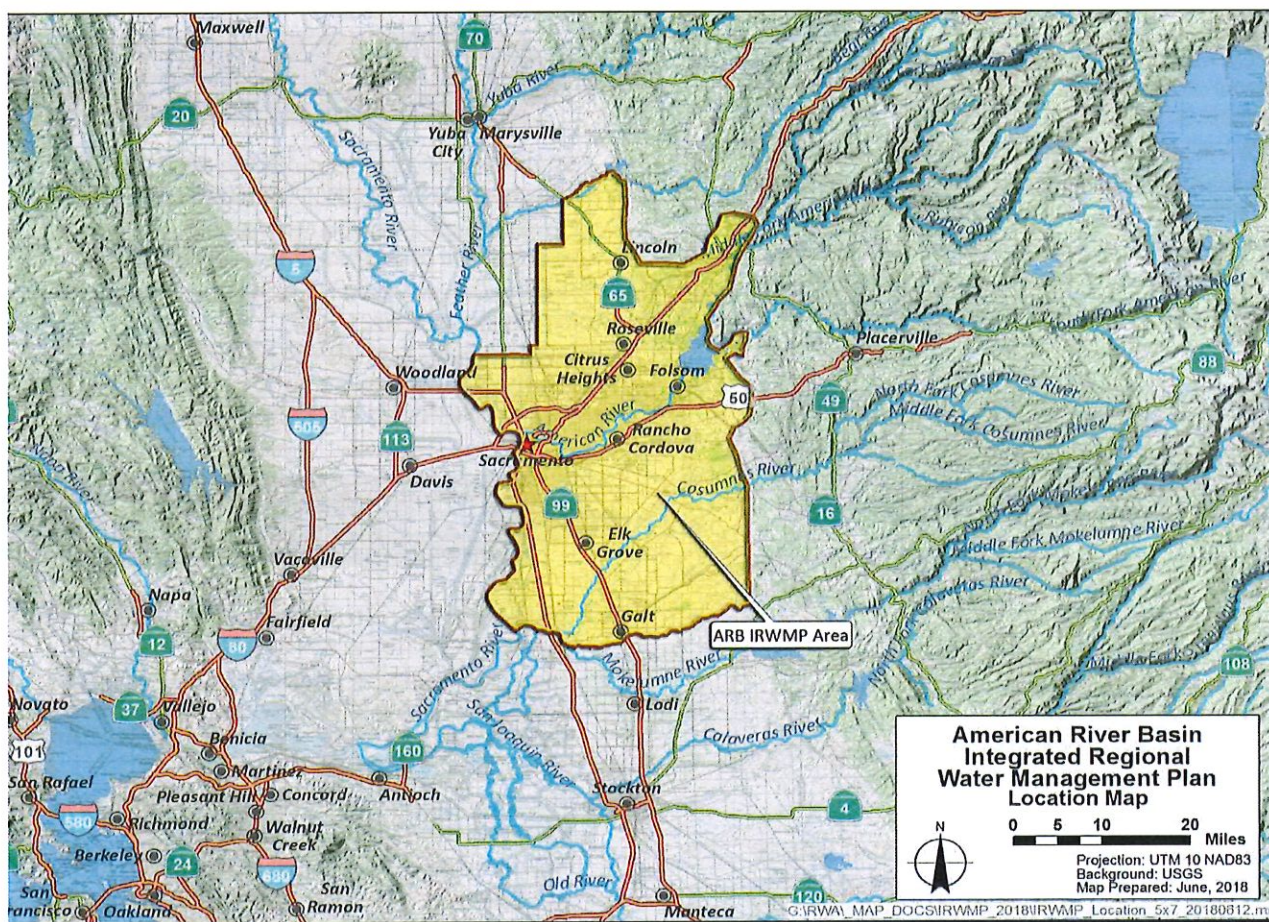
AB	Assembly Bill	Prop	Proposition
ARB	American River Basin	RDCP	Regional Drought Contingency Plan
DAC	disadvantaged community	Reclamation	U.S. Department of the Interior, Bureau of Reclamation
GSA	Groundwater Sustainability Agency	RWA	Regional Water Authority
GSP	Groundwater Sustainability Plan	SAFCA	Sacramento Area Flood Control Agency
IRWMP	Integrated Regional Water Management Plan	SWRP	Storm Water Resource Plan



The ARB Region encompasses the greater Sacramento area. It includes most of Sacramento County and the western portions of Placer and El Dorado counties. The Region's boundaries are shown below.

Changes from 2013 ARB IRWMP:

- Updated ARB Region boundaries to include portions of western Placer County that were previously excluded.



Water Resource Management Challenges

The Region faces many challenges to maintaining a sustainable water resources system that supports a healthy community, economy, and environment. These challenges include: increased future demand to support growth amid an uncertain climate future; decreased reliability due to failures of an aging water supply infrastructure and changes in precipitation; increased constraints on water supply due to environmental and other regulations; and degraded ecosystems.

Changes from 2013 ARB IRWMP:

- Updated description of climate change vulnerabilities and resiliency and adaptation strategies.
- Added discussion on the drought's impacts to the Region.
- Added descriptions of regional planning efforts, including groundwater sustainability plans, Storm Water Resource Plans, North American Basin Regional Drought Contingency Plan, and Regional Water Reliability Plan.

ARB IRWM Governance



Participants at 2018 ARB IRWMP Update Workshop.

While RWA has the ultimate responsibility for developing and maintaining the ARB IRWMP as the Regional Water Management Group (RWMG), the **2018 ARB IRWMP Update was developed with significant input from the ARB stakeholders.** The 2018 ARB IRWMP Update was developed over a series of four public workshops and numerous communications with stakeholders. These workshops included participation from over 30 agencies representing a broad range of interests in the Region.

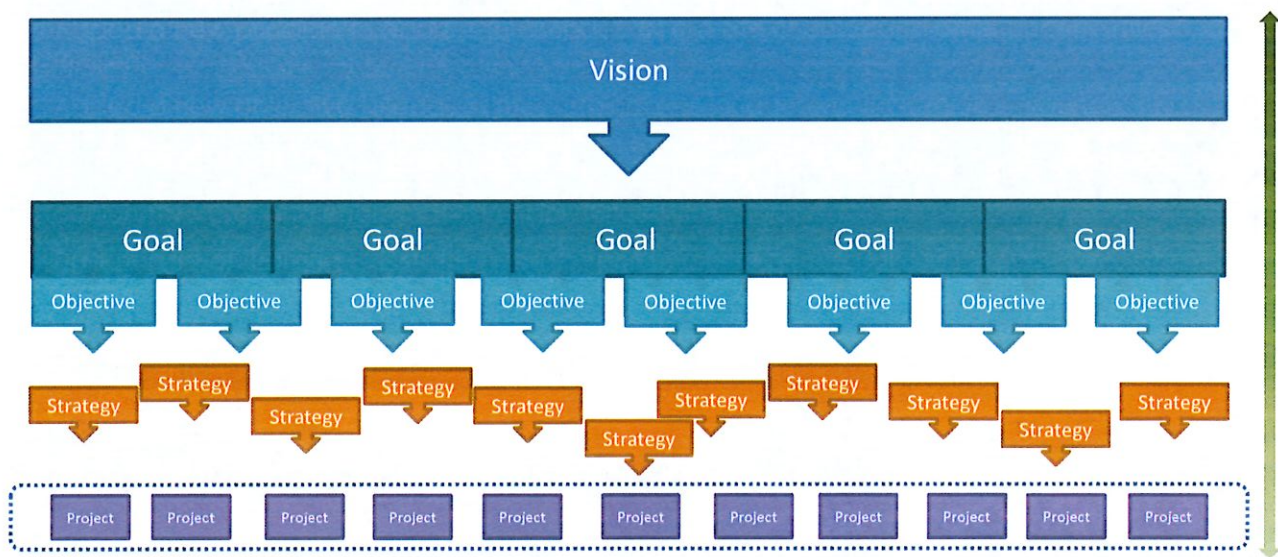
Collectively, this group of stakeholders serves as what is referred to as the Planning Forum. The Planning Forum will continue to convene during IRWMP implementation to discuss water-related issues and propose solutions. Also within the governance structure is an Advisory Committee. The Advisory Committee serves to ensure that stakeholders have an opportunity to participate in the IRWMP and makes recommendations related to the project vetting and scoring process. Individual stakeholders are responsible for implementing specific projects in the IRWMP.

Changes from 2013 ARB IRWMP:

- Updated role of Advisory Committee.



The Framework serves as the heart of the ARB IRWMP. It lays out a **vision for the desired end result of the IRWM effort, guiding principles, goals, and objectives**. It also establishes a process for adding and modifying strategies and projects to help meet the goals and objectives of the IRWMP. The Framework provides for a living and adaptive IRWM process. ARB stakeholders and the RWA developed the Framework in 2013 (depicted below) and revised the goals, objectives, principles, and strategies in 2018 to reflect both accomplishments and changed conditions.



Changes from 2013 ARB IRWMP:

- Updated goals, objectives, principles, and strategies.
- Added a new principle to address the impacts of climate change and other uncertainties to the Region.
- Added a new objective to address the sustainable management of Region's groundwater resources.
- Added new strategies to address sustainable groundwater management, stormwater quality, conjunctive use, and engagement of agricultural stakeholders.
- Updated list of 'Parking Lot' strategies. Incorporated or elevated Parking Lot strategies, where feasible.
- Added a discussion describing how the IRWMP strategies address the impacts of climate change and other regional vulnerabilities.

Vision

The Region will responsibly manage water resources to provide for the lasting health of our community, economy, and environment.

Goals

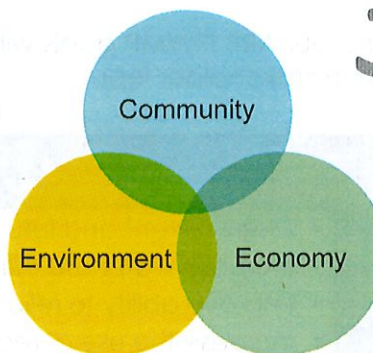
To help realize the vision, the ARB stakeholders developed a series of regional goals.

1. Provide reliable and sustainable surface water and groundwater resources, sufficient to meet the existing and future needs of the Region.
2. Protect and enhance the quality of surface water and groundwater.
3. Protect and enhance the environmental resources of the watersheds within the Region.
4. Protect the people, property, and environmental resources of the Region from the impacts of flood damage.
5. Promote community stewardship of our Region's water resources.

Principles

Our principles are statements that articulate our shared values. They guide how stakeholders should view planning and implementation in the Region.

- Planning for sustainability of our water resources considers all aspects of our watershed.
- Achieving multiple benefits through further integration throughout our water resources planning.
- Employing adaptive management techniques and active monitoring to manage our water resources.
- Engaging a broader community as stewards of our water resources.
- Planning for hydrologic variability and uncertainty.



Objectives

Meeting our ARB IRWMP goals will depend on addressing 18 primary objectives developed with extensive stakeholder input.

GOAL AREA	OBJECTIVE
Water Resources	<ul style="list-style-type: none"> ▪ Meet current and future water resources needs. ▪ Increase water use efficiency. ▪ Improve ability to reliably meet water needs during dry or emergency conditions. ▪ Increase the use of recycled water for appropriate uses. ▪ Manage the Region's groundwater basins sustainably.
Water Quality	<ul style="list-style-type: none"> ▪ Remediate contaminated groundwater and reuse it to the extent feasible. ▪ Improve protection of beneficial uses of surface water and groundwater. ▪ Recharge and reuse stormwater and urban runoff to the extent practicable.
Environmental Resources	<ul style="list-style-type: none"> ▪ Maintain and improve the ecosystem function of area streams and watersheds. ▪ Maintain and improve habitat of area watersheds. ▪ Conserve natural riparian buffers in undeveloped portions of local watersheds and restore buffers in developed areas when possible.
Flood Management	<ul style="list-style-type: none"> ▪ Increase the capacity of the flood management system to meet applicable standards for designated areas and land uses. ▪ Maintain and improve levees and other flood-related infrastructure to reduce flood risk. ▪ Maintain and restore/reconnect floodplains to provide flood storage and other benefits to reduce flood risk and increase groundwater recharge. ▪ Improve management of residual flood risks.
Community Stewardship	<ul style="list-style-type: none"> ▪ Increase awareness of the need for, benefits of, and practices for maintaining sustainable water resources. ▪ Improve integration of water resources planning with land-use planning. ▪ Increase sharing of information, studies, and reports to further advance integrated regional water management.

Strategies

Strategies are specific approaches or methods for achieving our objectives and resolving specific issues. Strategies trigger action.

In contrast to vision, goals, principles, and objectives, strategies are dynamic. Strategies state a distinct target, quantifiable if possible, and a deadline to meet that target, if possible. Multiple strategies may help achieve an objective; likewise, a single strategy may help make progress toward multiple objectives and goals. Stakeholders may propose a new strategy at any time, and new strategies can be reviewed, vetted, and added to the IRWMP on a quarterly basis.

Projects

One of RWA's roles is to prioritize and promote projects that help implement the ARB IRWMP. This requires a project review process to help determine which projects are in the regional interest to promote and implement.

The project review process was developed with stakeholder input. Projects are given scores in two primary areas:

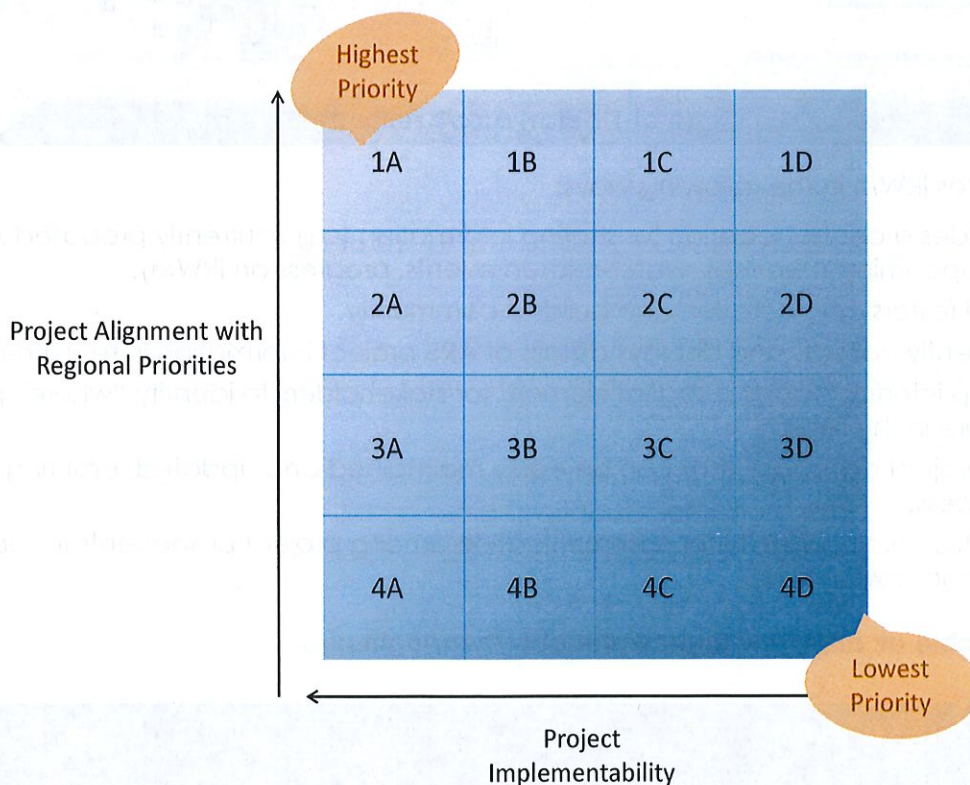
- **Project Alignment with Regional Priorities Score (rated 1 to 4)**

This score considers how a project provides benefits to the region, as defined by (1) ARB goals and objectives, and (2) level of integration with other regional projects.

- **Project Implementability Score (A to D)**

This score considers the readiness for a project to proceed and its overall feasibility.

Based on scoring, projects are placed into one of 16 alphanumeric tiers. Projects in Tier 1A are considered the most aligned with regional priorities and most ready to proceed. Projects in Tier 4D would be least aligned to regional priorities and least ready to proceed. However, these rankings are not absolute with respect to a project's priority in the region. Project proponents may improve projects or update project information at any time to improve their ranking. Stakeholders also have an option to add a project without receiving a ranking. This encourages entering projects that might be in early development, which could expand opportunities for collaboration nearer the onset of project planning.



ARB IRWM Online Community

To help ensure an engaged stakeholder community during development and implementation of the ARB IRWMP, RWA developed Opti. Opti is an online planning community site where stakeholders can stay connected with issues related to IRWM. Community members can enter and share announcements, events, and information about IRWMP projects.

The screenshot shows the Opti website interface. At the top is a navigation bar with icons for Home, IRWMP, Projects, Community, Search, Profile, and Logout. Below the navigation bar are two main sections: 'Announcements' and 'Events'. The 'Announcements' section contains two entries: one from May 26, 2018, about projects released for stakeholder vetting, and another from April 25, 2018, about a public draft of the ARB IRWM Plan 2018 Update. The 'Events' section contains two entries: one from June 21, 2018, at the Regional Water Authority, and another from April 25, 2018, at 333 Sunrise Avenue in Roseville. Below these sections is a 'Recently Added / Updated Projects' section with three entries: Franklin Intertile Project, Groundwater Recharge/Swainson's Hawk Habitat Property Acquisition, and Garden Bar Road Culvert Replacement. To the right of the projects is a 'Map' section showing a map of the Sacramento Valley region with numerous colored markers indicating project locations. At the bottom of the page is a 'Contact Us' link and a 'POWERED BY RMC' logo.

Opti promotes IRWM in the following ways:

- Opti provides a central location for sharing information (e.g., currently proposed ARB projects, upcoming meetings, water-related events, progress on IRWM).
- Using Opti fosters collaboration and builds a community.
- Opti efficiently collects and displays details of ARB project information in real time.
- Opti's map interface adds a spatial element for stakeholders to identify "where" potential partners are in the region.
- Opti is a project database that can be easily maintained and updated, ensuring a living IRWM process.
- Opti creates an opportunity for communication among project proponents for potential resource and cost sharing.

Opti is available at: <http://irwm.rmcwater.com/rwa/login.php>

Changes from 2013 ARB IRWMP:

- Updated Opti to collect information for Storm Water Resource Plan projects.
- Updated the Opti site.



Adaptation to Climate Change

Recent drought, floods, and wildfires have shown that climatic change will continue impact regional water supplies, water demands, water quality, and ecosystems. A climate change assessment was conducted for the Region as part of the 2013 ARB IRWMP Update and updated in 2018. The 2018 ARB IRWMP Update describes recent climate change effects, regional vulnerabilities to climate change, and climate change mitigation and adaptation actions. These regional vulnerabilities and actions will be refined as new tools are developed and new information is provided. Mitigation and adaptation actions will continue to be incorporated into IRWM projects and other water management efforts.

Changes from 2013 ARB IRWMP:

- Refined ARB climate change assessment.
- Updated description of climate change resiliency and adaptation measures.
- Incorporated information from regional and local climate change planning efforts.
- Added language describing how the IRWMP will be adaptively managed to address the impacts of climate change and other uncertainties.



ARB IRWMP Implementation

As the RWMG, RWA assumes responsibility for developing, adopting, maintaining and monitoring the ARB IRWMP. Individual stakeholders may voluntarily adopt the ARB IRWMP. Adoption is required if a stakeholder desires to participate in a regional effort to pursue IRWM-related funding for a proposed project. Adoption may also be required for stakeholders pursuing other funding opportunities on their own, but this is dependent on the specific criteria of each funding program.

The IRWMP Framework is designed to be adaptable into the future. Changes to the Framework vision, goals, objectives, and principles are not expected to occur frequently, and they would require RWMG approval. In contrast, strategies and projects are meant to be dynamic and changes would be proposed by and vetted with stakeholders. Modifications to strategies and projects do not require any formal action by the RWMG.

Changes from 2013 ARB IRWMP:

- Added language describing how the IRWMP will be adaptively managed to address the impacts of climate change and other uncertainties.
- Updated description of funding opportunities and regional successes securing plan and project financing.



**Want to learn about
and stay up to date on
regional water
management efforts?**

**Have
projects
to share?**

Join the **ARB IRWM community!**

Log in at <http://irwm.rmcwater.com/rwa/login.php>

More information and the complete ARB IRWMP is also available at
<https://rwah2o.org/programs/integrated-regional-water-management/american-river-basin-irwmp-2018-update/>



REGIONAL WATER AUTHORITY
5620 BIRDCAGE STREET, SUITE 180
CITRUS HEIGHTS, CA 95610

Tim Shaw

From: Rob Swartz <rswartz@rwah2o.org>
Sent: Monday, August 27, 2018 10:09 AM
To: Rob Swartz
Subject: American River Basin IRWMP Adoption
Attachments: IRWMP adoption draft 27aug18 clean.doc

Hello all,

I wanted to give you all an update on the American River Basin (ARB) Integrated Regional Water Management Plan (IRWMP). On July 12, 2018, the Regional Water Authority (RWA) Board, acting as the authorized Regional Water Management Group for the ARB, adopted a comprehensive update to the ARB IRWMP. The update was prepared in response to new IRWMP guidelines released by the California Department of Water Resources (DWR) associated with IRWM grant funds authorized through Proposition 1, which passed in 2014. The updated IRWMP is required for eligibility to pursue grant funds through Proposition 1.

The ARB IRWMP was submitted to DWR and is currently under review. The ARB IRWMP has also been posted to the RWA website (<https://rwah2o.org/programs/integrated-regional-water-management/american-river-basin-irwmp-2018-update/>) and our Opti website (<http://irwm.rmcwater.com/rwa/login.php>).

One of the key eligibility requirements for any project proponent interested in pursuing IRWM grant funding is that the proponent also adopt the ARB IRWMP. This applies to all agencies, even if you are a member of RWA or if you adopted the 2013 version of the ABR IRWMP. I have prepared the attached adopting resolution for your consideration. You can modify this to meet any formatting needs (e.g., signature blocks) that you may have. As with the past resolution, your adoption does not assume responsibility for implementation of the IRWMP. It affirms your commitments to the IRWMP vision, principles, goals and objectives. It also affirms that you will update information on projects that you submit to the IRWMP Opti site. Please feel free to contact me with any questions regarding adoption.

With respect to the next IRWMP implementation grant opportunity, DWR expects to release a draft application package in October for public comment. The final application would then be expected to be released in late 2018, with a submittal date around April 2019. Please note that these are only estimated schedules that are subject to change. I will keep you all posted on developments.

Finally, please mark your calendars for the next ARB IRWMP stakeholder meeting to be held on Monday, October 22, 2018 beginning at 1:00 pm, here at RWA. We will send reminders as the date nears.

Thank you for your participation in the ARB IRWMP.

Rob

Robert J. Swartz, PG, CHG
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Sacramento Groundwater Authority
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**RESOLUTION NO. 2018-08
ADOPTION OF AMERICAN RIVER BASIN INTEGRATED
REGIONAL WATER MANAGEMENT PLAN**

WHEREAS, the stakeholders of the American River Basin (ARB) support a vision of responsibly managing water resources for the lasting health of the region's community, economy, and environment;

WHEREAS, the stakeholders of the American River Basin recognize the development and implementation of an Integrated Regional Water Management Plan (IRWMP) will support realization of this vision;

WHEREAS, RWA was designated in November 2009 by the California Department of Water Resources as the Regional Water Management Group (RWMG) authorized to prepare and implement an IRWMP within the ARB planning area;

WHEREAS, since November 2009, RWA has collaborated extensively with regional stakeholders to develop a vision, principles, goals, and objectives to support the ARB IRWMP;

WHEREAS, the ARB IRWMP is not a legally binding document on the stakeholders adopting the plan, but rather serves as a framework for coordinated planning in the region;

WHEREAS, the ARB IRWMP is a living document, with defined processes for updating plan components;

WHEREAS, RWA, serving as the RWMG, adopted an update to the ARB IRWMP at a public meeting held on July 12, 2018.

THEREFORE, BE IT RESOLVED, that Rio Linda/Elverta Community Water District hereby adopts the ARB IRWMP that provides a broadly supported vision, principles, goals, and objectives to help ensure sustainable water resources in the region. Rio Linda/Elverta Community Water District will strive to ensure that projects it submits into the ARB IRWMP have considered opportunities for achieving integrated benefits. Furthermore, Rio Linda/Elverta Community Water District will update information on any of its projects included in the ARB IRWMP on at least an annual basis.

APPROVED AND ADOPTED by the Board of Directors of the Rio Linda / Elverta Community Water District on this 17th day of September 2018. By the following vote:

AYES:
NAYS:
ABSENT:

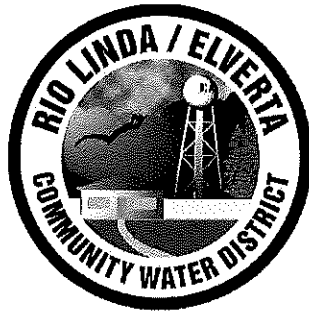
ABSTAIN:

ATTEST:

Mary Harris
President, Board of Directors

Timothy R. Shaw
Secretary of the Board of Directors

DRAFT



Items for Discussion and Action Agenda Item: 4.5

Date: September 17, 2018

Subject: Admin Leave: New Policy in Personnel Handbook

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Finance and Admin. Committee reviewed the proposed Admin. Leave Policy and recommend adoption by the Board at the September 17th meeting, subject to review by Legal Counsel

Current Background and Justification:

The proposed new policy is only applicable to FLSA-Exempt employees (managers). Admin Leave for managers is a very common policy for public agencies. The proposed new policy would provide 48-hours of Admin Leave per year for FLSA-Exempt employees who regularly attend board/committee meetings after hours and would provide 32-hours per year for FLSA-Exempt employees who do not regularly attend after-hours board/committee meetings.

One of the improvements in practice entailed in this policy is the elimination of gray area. It used to be common practice and reasoning to conclude salaried employees can just leave whenever they want to/need to and still get the same pay. However, in an employment world where employees are also provided paid time off (vacation, floating holidays, etc.) It creates a gray area where the employees believe they can have it both ways, take the formal paid time off and also take off whenever with out deducting hours from their forms of recognized paid time off. Taking untracked time off also creates the potential for inconsistencies for claims of liability/responsibility in litigated matters. If the agency records reflect that a manager was at work, even though that manager may have left at noon because he/she believes they are salaried and entitled,

The proposed policy has been provided to Legal Counsel for review and provided to Teamster Local 150.

Conclusion:

I recommend the Board adopt the proposed new Administrative Leave policy.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:_____Green:_____Ridilla:_____Henrici:_____Harris:_____.

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

RLECWD Agenda Item Checklist

Item 4.5

Date

Initial Potential Meeting Date

09/17/18

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 Administrative Leave Policy; New Policy in Personnel Handbook.

09/06/18

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

09/10/18

Review by appropriate Finance/Administration Projects /Planning or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review

09/10/18

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

GM Review

09/14/18

Actual Meeting Date Set for Agenda Item

09/17/18

time off with pay that will be authorized is three (3) days; provided, however, two (2) additional days may be taken and charged to accrued vacation. The General Manager is empowered to grant additional time off for funeral attendance under appropriate circumstances, if so requested. For purposes of this section, immediate family means the employees spouse, children, parent, parent-in-law, grandparent, brother or sister, registered domestic partner, stepparent, stepbrother or stepsister.

Voting Leave

Time off with pay to vote at any general, direct primary, or presidential primary election shall be granted as provided in the State of California Elections Code, and provided that notice the employee desires such time off shall be given in accordance with the provisions of said code.

Jury and Witness Duty

You should immediately notify your manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your regular hourly rate for up to a maximum of ten working days per year. As a public employee, a waiver should be signed to avoid payment (as it must be returned) when appearing for Jury Duty.

If required by law to appear in court as a witness, you may be given paid time off up to a maximum of 32 hours for non-exempt (pro-rated for regular part-time) employees or four (4) days per year for exempt employees for such purpose, provided that you provide the RLECWD with reasonable advance notice and proof of such court order. This paid time off will not be counted towards an employee's vacation days or sick days.

Administrative Leave for FLSA Exempt Employees

Administrative leave (Admin Leave) is provided for District FLSA-exempt employees. Admin Leave is provided in recognition of the FLSA-exempt employee's requirements to regularly work beyond regular office hours. Admin Leave shall be subject to the following terms and conditions:

- Admin Leave shall not accrue from year to year and may not be cashed out upon termination of employment. Any unused Admin Leave remaining on December 31st each year will be deleted.
- Admin Leave scheduling and authorization must be approved (except General Manager) prior to commencement of Admin Leave.
- Admin Leave will be documented and tracked through payroll records.
- FLSA-exempt employees hired after January 1st will receive a prorated number of Admin Leave hours for that calendar year.
- Admin Leave for FLSA-exempt employees who regularly attend District meetings outside of regular work hours shall be provided 48-hours of Admin Leave each on January 1st of each calendar year.

- Admin Leave for FLSA-exempt employees who do not regularly attend District meetings outside of regular work hours shall be provided 32-hours of Admin Leave on January 1st of each calendar year.

UNPAID TIME OFF

FAMILY AND MEDICAL LEAVE

Purpose

The purpose of this policy is to provide for family and medical leave to the extent reasonably possible consistent with the objective of providing a stable organization. Unless specifically in conflict the Family and Medical Leave Act of 1993 or other law, the provisions of this policy shall determine an employee's eligibility for family and medical leave. Nothing in this Article is intended to limit or waive an employee's rights under the FMLA or CFRA or the District's obligations under both Acts.

Eligibility

To be eligible for family or medical leave, an employee must have: (1) been employed by the District for at least 12 months; (2) worked for the District at least 1,250 hours during the 12 months immediately preceding the commencement of leave; and (3) either be employed at a worksite where the District employs at least fifty (50) employees within seventy-five (75) miles of the worksite or obtained an exemption from this requirement from the General Manager based upon a determination that the leave proposed will not in a significant way negatively impact upon the ability of the District to operate.

Leave Benefit

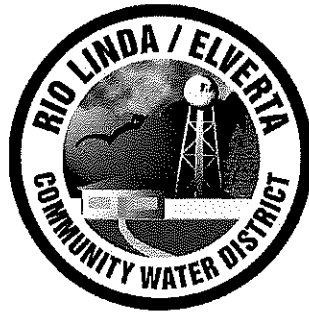
Eligible employees will be provided with up to 12 work weeks of unpaid leave each year for the following reasons:

To care for a newborn, adopted, or foster child (FMLA/CFRA)

To care for a seriously ill child, parent, grandparent, grandchild, sibling, parent-in-law or spouse (FMLA/CFRA).

To care for employees registered domestic partner (CFRA only)

Employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12 work weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that entails (1) inpatient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a healthcare provider (FMLA/CFRA.)



Items for Discussion and Action Agenda Item: 4.6

Date: September 17, 2018
Subject: Sick Leave: Revised Policy in Personnel Handbook
Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Finance and Admin. Committee reviewed the revised Sick Leave Policy and recommended approval by the Board at the September 17th meeting, subject to review by Legal Counsel.

Current Background and Justification:

The Board has been previously apprised of the lack of conformance of the current sick leave policy with applicable statutes. When I began editing the Personnel Handbook for the proposed new Admin Leave Policy, it seemed to be a convenient time to draft revised language for the sick leave policy (both policies are in the same section of the Personnel Handbook).

The most inappropriate sections of the current sick leave policy stipulate GM approval of sick leave. Additional, tangible areas needing revision involve sections that endeavored to define authorized sick leave (presumably to provide guidance for which request should and should not be approved by the GM. These definitions are moot because such definitions are delineated in California Labor Code, Division 2, and cannot be superseded by our policy. Instead our policy should just refer to California Labor Code, Division 2.

Additional perspective on the need to revise the District's sick leave policies/practices are provided in the *FAQ Excerpt on California Labor Code Sick Leave* document included in your Board packets.

Although these recommended revisions are necessary and appropriate to comply with current code, I also provided a copy of the proposed changes to Teamster Local 150.

Legal Counsel has been asked to review the proposed changes.

Conclusion:

I recommend the Board approve the revised Sick Leave Policy in the Personnel Handbook.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:_____Green:_____Ridilla:_____Henrici:_____Harris:_____.

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

RLECWD Agenda Item Checklist

Item 4.6

Date

Initial Potential Meeting Date09/17/18

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

Consider approval of the revised Sick Leave Policy in the Personnel Handbook to comply with current provisions of California Labor Code.

09/06/18**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 Work09/10/18

Review by appropriate ~~Finance/Administration~~, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel Review09/10/18

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

GM Review09/14/18**Actual Meeting Date Set for Agenda Item**09/17/18

Accrual

During the first year of employment, regular full-time employees shall accrue, pro-rata, one (1) week of vacation leave per year.

Beginning in the second year of employment and through the fourth year of employment, regular full-time employees shall accrue, pro-rata, two (2) weeks of vacation leave per year.

Beginning in the fifth year of employment and thereafter, regular full-time employees shall accrue, pro-rata, three (3) weeks of vacation leave per year.

Beginning in the tenth year of employment and thereafter, regular full-time employees shall accrue, pro-rated, four (4) weeks of vacation per year.

No employee may accrue more than two hundred forty (240) hours of vacation leave. Upon reaching the maximum accrual, vacation leave accrual shall cease until the accrual is reduced below the maximum by usage of vacation leave.

No employee may accrue vacation leave during such time as the employee is not receiving wages from the District.

Scheduling

Vacation schedules should be arranged as far in advance as possible. An employee should obtain the approval of the General Manager at least one week prior to using vacation leave. A vacation schedule covering the following twelve months will be maintained, and scheduling conflicts will be resolved on the basis of the order of requests received. The District reserves the right to schedule vacations in accordance with its operating needs. No employee shall take vacation leave during the first six months of employment.

Payment on Termination

At termination of employment for any reason, the District shall pay the employee for accumulated vacation time at the employee's current hourly rate of pay.

Sick Leave**Purpose**

Sick leave is granted to provide financial security to employees by providing for salary continuation when the employee is unable to work ~~because of illness, injury, or quarantine due to exposure to a contagious disease. In addition, it is granted to allow the employee to maintain his or her health by providing paid leave so that the employee can visit medical practitioners during normal working hours. subject to advance approval. Sick leave is not a privilege which an employee may use at his or her discretion. Administration of sick leave is subject to the applicable provisions of the California Labor Code, Division 2.~~

Accrual

Regular full-time employees shall accrue sick leave at a rate of six (6) days per pay year. New employees shall also be credited with 8-hours of sick leave on their first day of employment, or otherwise be credited with sickleave for compliance with California Labor Code, Section 246. No employee may accrue sick leave during such time as the employee is not receiving wages from the District. ~~Sick leave~~ beings-begins to accrue on the first day of employment.

Use

~~Sick leave with pay shall be granted regular full-time employees in accordance with the following provisions~~The applicable definitions and requirements for sick leave shall be those provided in California Labor Code, Division 2.:

~~Sick leave may be used for all sickness or injury causing disability which requires the employee's absence from work except the following:~~

- ~~o Disability arising from any sickness or injury purposely self-inflicted or caused by the willful misconduct of the employee.~~
- ~~o Sickness or disability while on a leave of absence without pay.~~

~~Sick leave may also be granted to the extent required under California Labor Code Section 233.~~ It shall be the responsibility of each employee absent from work due to such disability to notify the General Manager/his or her immediate supervisor as soon as possible on the first day of ~~absence~~ absence due to use of paid sick leave.

A written statement from a ~~medical doctor~~ properly licensed medical professional authorizing the employee's return to work and listing any work restrictions may be required for sick leave absences of 3 or more days, ~~by the District prior to returning to work.~~ If the medical clearance is required, ~~t~~The General Manager shall require-notify the employee of his or her requirement ~~the employee~~ to bring a medical-health statement to clearance to do perform normal work duties from a ~~medical doctor~~ properly licensed medical professional prior to returning to work. The medical clearance shall not provide any description of the medical condition(s) at issue. The medical clearance shall only focus on the employee's ability to perform routine work duties, with or without restrictions.

~~Subject to advanced approval by the General Manager, sick leave may be taken to visit a medical practitioner.~~

No employee may accrue more than two hundred forty (240) hours of sick leave. Upon reaching the maximum accrual, sick leave accrual shall cease until the accrual is reduced below the maximum.

Upon retirement or termination from the District, all unused sick leave shall be forfeited, and employee will not be paid for any unused sick leave under any circumstances. If an employee is rehired by the District within 12 months, he or she may reclaim what had been accrued in paid sick leave prior to leaving employment with the District.

Compassionate Leave

Compassionate leave with pay for funerals of members of the immediate family will be allowed when prior authorization has been granted by the General Manager. The maximum



California Paid Sick Leave: Frequently Asked Questions

This document contains answers to questions that are frequently asked about California's new Paid Sick Leave law (AB 1522, operative January 1, 2015, and as amended in AB 304 effective July 13, 2015).

DIR has updated the FAQ list originally posted in February 2015 to reflect new requirements under AB 304. This newer document also clarifies previous responses given in answer to questions received from members of the public.

UPDATE

New Questions Concerning the Paid Sick Leave Law

Updated March 29, 2017

Questions about An Employer's Use of a "Grandfathered" (Existing) Paid Time Off Plan to Provide Paid Sick Leave

1. If my employer already had a paid time off plan that employees could use for paid sick leave before this law went into effect in 2015, was my employer required to provide *additional* sick days in response to the new law?

No. The statute has provisions that allow for what are commonly referred to as "grandfathered" paid time off plans. Basically, in very general terms, and as described in more detail in additional FAQs below, if at the time the law went into effect in 2015, an employer already had an **existing** paid leave policy or paid time off plan, and if that existing policy or plan made an amount of paid leave available that could be used for at least as many paid sick days as required under the new law, and that could be used under the same conditions as specified in the new law, or that had conditions *more favorable* to employees, (i.e., that provided *more* sick days than created under the new law, or that had a *more* favorable accrual rate, etc.), the employer is allowed to continue to use that existing paid time off plan in order to satisfy the paid sick leave requirements of the new law.

2. If my employer is providing paid sick days through an existing (grandfathered) paid time off policy, does the new law change the rate of pay my

employer is required to pay for days that I take off under the existing paid time off policy for reasons *other than* a paid sick day?

No, the paid sick leave law addresses only the rate of pay that must be paid for time taken off as paid sick leave; it does not address or impact the rate of pay for paid time off taken for other purposes, such as vacation time or personal time.

Under the paid sick leave law, an employer must pay an employee for time taken for **paid sick leave** using **any** of the following calculations:

- (1) Paid sick time for **nonexempt employees** shall be calculated in the same manner as the **regular rate of pay for the workweek** in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.
- (3) Paid sick time for **exempt employees** shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

(Lab. Code § 246, subd. (l), emphasis added.)

In general terms, these provisions mean that time taken off as paid sick leave must be paid at an employee's **regular rate of pay**, either for the workweek in which the paid sick leave was taken, or as determined by averaging over a 90-day period.

An employer using a "grandfathered" (i.e., existing) paid time off policy or plan must ensure that the plan "makes available an amount of leave applicable to employees that may be used for the same purposes [i.e., for paid sick leave] and under the same conditions [i.e., paid at the same rate] as specified in" section 246 of the new law. This means that an employer using a grandfathered paid time off plan must ensure that time that is taken off for paid sick leave must be paid in the manner as specified in the new law (as quoted and summarized above).

The new paid sick leave law, however, does not address in any way, nor impact, how employers must compensate employees under existing paid time off plans for time that is taken off for purposes **other than paid sick leave**, for example, for time that is taken as vacation, or for personal holidays, etc. (Note, however, the provisions of Labor Code section 227.3 concerning the requirements for payment for vested vacation time at termination of employment.) In practical terms, this means that an employer may compensate employees under an existing paid time off plan for vacation or personal holiday time, during employment, at a "base rate" of pay, whereas time taken as paid

sick leave must be paid at a higher regular rate of pay (determined for the workweek or by a 90-day average), as described above.

Paid Sick Leave and Employer Attendance Policies

3. Can my employer discipline me for taking a paid sick day or for using paid sick leave for part of a day to go to a doctor's appointment?

In general, no, an employer may **not** discipline an employee for using accrued paid sick leave. Depending on the circumstances, however, the issue may be more complex and may require more analysis.

The paid sick leave law specifically says the following:

An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the department or alleging a violation of this article, cooperating in an investigation or prosecution of an alleged violation of this article, or opposing any policy or practice or act that is prohibited by this article.

(Lab. Code § 246.5, subd. (c)(1).)

Separately, Labor Code section 233 (commonly referred to as the "Kin Care" law) requires an employer to allow an employee to use accrued and "available" sick leave (which is the amount that would accrue during a six month period) for the purposes specified in the paid sick leave law. Labor Code section 234 provides that "[a]n employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233."

This means, in general terms, that if an employee **has accrued sick days available**, an employer may not deny the employee the right to use those accrued paid sick days, including the right to use paid sick leave for a partial day (e.g., to attend a doctor's appointment), and may not discipline the employee for doing so.

Many employers have attendance policies under which employees may be given an "occurrence" or similar adverse personnel action (which is a form of discipline with potentially negative repercussions) if the employee has an unscheduled absence or provides insufficient notice of an absence. Under the terms of the paid sick leave law (and Labor Code sections 233 and 234), if an employee **has accrued and available**

sick leave, and is using his or her accrued paid sick leave for a purpose as specified in the law, it is **not permissible** for an employer to give the employee an “occurrence” for the absence under such an attendance policy because this would constitute a form of discipline against an employee for using his or her paid sick leave as allowed under the paid sick leave law.

If an employee does **not** have any accrued or available paid sick leave, however, (e.g., if the employee has already used all of his or her accrued and available paid sick leave under the employer’s policy, including as consistent with Labor Code section 233), and if the employee has an unscheduled absence that would otherwise violate the employer’s attendance policy, the paid sick leave law does not prohibit the employer from giving the employee an “occurrence” for such absence, even if the employee was actually sick and/or could have used paid sick leave for the absence if he or she had any such leave accrued. The paid sick leave law does not “protect” all time off taken by an employee for illness or related purposes; it “protects” only an employee’s accrued and available paid sick leave as specified in the statute.

Similarly, if an employee has an absence that would otherwise violate the employer’s attendance policy, and if the absence was for a reason **not** covered under the paid sick leave law, the employer is not required to allow the employee to use paid sick leave for that absence, and it is not a violation of the law for the employer to give an “occurrence” for such absence. The paid sick leave law provides that an employer **shall provide paid sick days for the following purposes:**

- 1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member.
- (2) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1.

(Lab. Code § 246.5, subd. (a).) An employer is not required to allow an employee to use accrued paid sick days for reasons other than those listed in the statute (as quoted above).

In addition, if an employee has an unscheduled absence that would otherwise result in an “occurrence” under an employer’s attendance policy, and if the employee elects to use accrued paid sick leave for only **part** of the unscheduled absence (for example, if the employee is absent for a full eight-hour day of work, but elects to use only four hours of his or her accrued paid sick leave for the absence [which the employee is allowed to do], the employer would be allowed to give an “occurrence” (or 1/2 of an “occurrence”) for the one-half day of unscheduled absence for which no paid sick leave was used. Only time that is properly taken as accrued paid sick leave is protected from



Items for Discussion and Action

Agenda Item: 4.7

Date: September 17, 2018

Subject: Implement Consistent Developer Deposit Requirements.

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Planning Committee discussed this item and recommended approval by the Board at the September 17th meeting.

Current Background and Justification:

There is current inconsistency for developer deposits among the different development groups we interact. The District is engaged with consultants (attorneys, engineers) who perform work for the benefit of the developers. Those services must be paid by the developers and not by our existing ratepayers.

An illustration of the inconsistency is that the prior District Engineer agreed not to be paid by the District until Elverta Specific Plan Owner's Group (ESPOG) paid the District. Conversely, the District pays Legal Counsel upon receipt of invoices from Legal Counsel then invoices ESPOG for the charges. ESPOG has paid up to this point, but sometimes takes as much as 120-days to pay. Conversely, the Northborough developer funds a developer deposit, the District does not authorize work by its engaged consultants unless the current balance of the developer deposit is sufficient to proceed.

The Northborough approach is the most reasonable and responsible. As we continue dialog and evaluation of options with ESPOG, it's reasonable to anticipate that charges from Legal Counsel will be substantial. The charges for the month of July 2018 by Legal Counsel exceeded \$8,800.

Conclusion:

I recommend the Board direct staff to initiate an agreement with ESPOG in substantially the same format and terms as the current funding agreement with Northborough developers, and further authorize the GM to execute such funding agreement.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills: _____ Green: _____ Ridilla: _____ Henrici: _____ Harris: _____.

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

RLECWD Agenda Item Checklist

Item 4.7

Date

Initial Potential Meeting Date

09/17/18

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

**Consider directing staff to implement consistent developer deposit requirements to address
development costs.**

Staff Work Completed

09/04/18

(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

09/07/18

Review by appropriate Finance/Administration, Projects /Planning 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

09/14/18

Actual Meeting Date Set for Agenda Item

09/17/18

FUNDING AGREEMENT PROCESSING COSTS

THIS FUNDING AGREEMENT ("Agreement") is effective as of _____, 2017 (the "Effective Date"), by and between RIO LINDA / ELVERTA COMMUNITY WATER DISTRICT ("District"), and GIBSON RANCH, LLC a California limited liability company ("Developer"). District and Developer may be referred to individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

B. Developer is pursuing various subsequent governmental approvals to develop a portion of the Specific Plan area, which is located within District's service area. The "Project" is currently comprised of approximately 297.8 acres and 1,127 residential units and is depicted in the attached **Exhibit A**.

C. District and Developer desire to enter into an agreement providing for the funding of specific tasks to be performed or overseen by District related to planning, financing and implementing future water service to the Project.

D. To facilitate District's review of the Project, the Parties are entering this Agreement to set forth Developer's obligation to fund District costs related to the Project.

NOW, THEREFORE, for valuable consideration and in exchange of the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and sections 1 through 17 of this Agreement, sections 1 through 17 shall control.

Section 2. Costs. Developer shall pay, in accordance with this Agreement, all reasonable out of pocket costs, at then current rates, actually incurred by District directly related to negotiating the necessary agreements, and to process entitlements and engineering work related to Developer's water infrastructure needs for the Project, at the then current rates, including but not limited to: (a) District legal counsel's time and expenses for reviewing, providing counsel, preparing documents, and appearances at meetings involving the Specific Plan; (b) time and expenses of any third-party consultants, including the District engineer; (c) District staff time at Project meetings, and administrative overhead costs, including printing, mailing and posting of

public notices; and (d) any application fees. The reimbursable costs incurred by District shall be collectively referred to in this Agreement as "Costs".

Section 3. Consultants. The District General Manager, in consultation with Developer, will determine the third-party consultant expenses of the District required for any work related to the District's review of the Project and any related environmental or planning documents or studies in advance of commencement of any such work. In addition, the District General Manager shall provide a reasonable "not to exceed" estimate of District staff and legal counsel time that may be required in connection with each scope of work. The General Manager shall have the right to retain consultants as follows:

(a) *Consultant Selection.* District may retain third party consultants, as needed, to assist with processing entitlements and engineering work related to Developer's water infrastructure needs for the Project. Before entering into any new contract and before incurring any additional services with any third-party consultant, District shall obtain Developer's prior written approval to the scope of work, timing of completion, and estimated cost for any such work. District will not expand the scope of work or increase the estimated cost of any consultant without first obtaining Developer's written approval.

(b) *District Agents.* District will retain final discretion in the hiring and termination of any consultant or contractor related to the Project, provided that Developer shall not be required to pay for such work unless Developer has approved such work pursuant to subdivision (a). All consultants retained by District to provide consulting services under this Agreement shall report to District and shall have no duties or obligations of any nature owing to Developer or any other third party in connection with the provision of services under this Agreement. Developer is prohibited from directly or indirectly exercising any supervision or control over the work of consultants engaged by District under this Agreement. This prohibition shall not be construed to preclude Developer, its agents, or representatives from providing information to District or District's consultants to incorporate into studies required in connection with the Project, nor shall it be construed to preclude District, its agents, employees and consultants from consulting with Developer concerning any matter related to this Agreement.

(c) *Consultant Invoices.* District shall provide detailed, itemized invoices to the Developer for work performed by consultants, District staff and legal counsel in connection with this Agreement. District shall review all invoices and provide them to Developer within thirty (30) calendar days of receipt. Developer shall not be responsible for Costs incurred by District that exceed the authorized scope and budget approved by Developer, in accordance with this Agreement. Developer may dispute (i) consultant expenses that are unauthorized or exceed any scope of service, and (ii) invoices for legal services or staff time that Developer believes are unreasonable or excessive. If Developer disputes such invoices, District and Developer shall meet and confer with District staff within five (5) calendar days' notice to resolve such dispute. Meetings may take place telephonically. Should the dispute still be outstanding after the meet and confer between the Developer and District staff, the matter shall be referred to the next District Board of Director's meeting for action. In such case, all District work, including consultant work, shall cease until the dispute is resolved.

Section 4. Time Period for Fees to Accrue. Developer shall fund all Costs as set forth herein, which are actually incurred by District beginning as of the Effective Date, until such time Developer or District terminates this Agreement in accordance with the provisions hereof. Developer shall also fund the costs to develop and negotiate this Agreement, which costs will be incurred prior to the Effective Date.

Section 5. Deposit. Upon execution of this Agreement, Developer shall deposit the amount necessary to bring Developer's account to Ten Thousand Dollars (\$10,000). The initial deposit and any subsequent deposits made pursuant to this Agreement (together, "Deposit") shall be used to reimburse District for Costs incurred by District, as set forth herein. Developer shall also reimburse District for costs incurred to develop and negotiate this Agreement, in addition to the initial deposit. Such costs shall be paid to the District within 30 calendar days of receipt of the detailed invoice.

(a) *Subsequent Deposit.* Whenever payment of District Costs causes Developer's Deposit balance to be less than Five Thousand Dollars (\$5,000), District will notify Developer and, within fifteen (15) calendar days, so long as the scope of work and budget have been approved by Developer as provided for in this Agreement, Developer shall provide payment to District in an amount necessary to return Developer's Deposit balance to Ten Thousand Dollars (\$10,000).

(b) *Deposit Minimum.* If at any point Developer's Deposit balance drops below Two Thousand Five Hundred Dollars (\$2,500), District shall notify Developer and stop all work immediately until payment is made by Developer to return the Deposit to Ten Thousand Dollars (\$10,000). Developer acknowledges that if District stops work due to an insufficient Deposit, Developer may suffer undue delay. Funds deposited pursuant to this Agreement shall be held in a restricted account maintained by District.

Section 6. No Agency Relationship. Neither this Agreement, nor any Deposit payments shall constitute or create any form of association, joint venture, partnership, or cooperative activity of any nature whatever, for any purpose between District and Developer. Neither this Agreement nor the Deposit payments hereunder shall constitute or create a trust, express or implied, for the benefit of Developer or any other person.

Section 7. Recordkeeping. District shall keep and maintain accurate accounting and book keeping records relating to District Costs, including all Deposit payments and all expenses paid from the Deposit. Upon Developer's request, District shall provide a statement accounting for the monies deposited and all expenses paid or reimbursed by District from the Deposit account, and invoices detailing all expenses paid or reimbursed by District from the Deposit for the period reported in such statement. Developer and its accountants, attorneys and agents may review, inspect, copy, and audit these records, including any non-privileged source documents.

Section 8. No District Guarantee of Approval. Developer acknowledges that this Agreement shall have no effect on any agency's discretion to approve or disapprove any entitlements related to the Project. Developer will remain responsible for all Costs regardless if any discretionary approvals are ultimately denied. District agrees to exercise its best efforts to

diligently participate in the development of agreements and improvements related to District requirements under the Project.

Section 9. Insolvency or Receivership. Either the appointment of a receiver to take possession of all or substantially all of the assets of Developer, or a general assignment by Developer for the benefit of creditors, or any action taken or offered by Developer under any insolvency or bankruptcy action, will constitute a breach of this Agreement by Developer.

Section 10. Default by Developer. If Developer is in default of its obligations under this Agreement, District will provide Developer written notice of the default. Immediately upon delivering notice of the default, District may utilize Developer's Deposit to cover all Costs incurred by District since Developer's prior payment. If Developer does not cure such default within fifteen (15) days of District's delivery of the notice of default, District may terminate this Agreement and discontinue any work with the Project on behalf of Developer. District may seek reimbursement for Costs unpaid, by breach of contract or other legal action.

Section 11. Release. Developer may request District to deliver written confirmation that all Costs have been paid ("Release"). District may wait to provide such Release forty-five (45) days after such request, to ensure that no new Costs have been incurred by any consultants. Within sixty (60) days from the date it receives Developer's request for Release, District shall provide Developer a final invoice stating how much Developer must pay to compensate District for any outstanding Costs. Upon payment of such final invoice, District shall provide Developer a Release stating that Developer has satisfied all debts for Costs along with a reimbursement of any Deposit amounts that remain after payment of all outstanding Costs. Developer understands and agrees that District will not pay interest to Developer on the Deposit amount.

Section 12. Term. The term of this Agreement will begin on the Effective Date and shall continue until any of the following occurs first: (a) District provides a Release; (b) the Parties mutually agree in writing to terminate this Agreement; or (c) the Agreement is terminated.

Section 13. Agreement not a Debt of District. This Agreement shall in no way constitute a debt or liability of District. District shall not in any event be liable for any Costs other than to remit payments and to return any excess or unexpended Deposit funds to Developer as set forth herein. District shall in no way be obligated to advance any of its own funds in connection with processing Costs related to the Project. No director of District, or any officer, employee or agent of District shall be personally liable hereunder.

Section 14. Indemnity. Developer shall hold harmless, indemnify, and defend District and its elected and appointed councils, boards, and commissions, officials, employees, agents, representatives and contractors (collectively, "District's Agents") from any and all liability, cost, claim, action, or proceeding against District or District's Agents related to the Project, or any part thereof, or any decision, determination or action made or taken related to improvements or agreements related to the Project except in the case of negligence or intentional misconduct on the part of any agents, officers or employees of the District. This indemnification shall extend and protect District Agent's from any attempt to impose personal liability against District's Agents resulting from their non-negligent/non-intentional misconduct involvement in the Project and against any liability, claim, suit, action or other proceeding for damage of any kind relating

to District actions regarding development of the Project, directly or indirectly, allegedly suffered, incurred, or threatened for personal injury, death, property damage, inverse condemnation, or any combination, regardless whether such liability, claim, or damage was foreseeable by District. Developer's obligation to hold harmless and indemnify District shall apply regardless whether District or District's Agents prepared, supplied, or approved any plans or specification for processing the Project, and regardless whether any insurance policies may be determined to be applicable to any claims. This indemnity does not obligate Developer to defend, indemnify, and hold harmless the District's Agents for claims, actions, or proceedings that result from actions by the District's Agents after termination of this Agreement.

Section 15. Notices. Any notice or communication required hereunder between District and Developer 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 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) three (3) 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, CA 95673
Attn: General Manager

and Churchwell White, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attn: Barbara A. Brenner, Esq.

If to Developer: Gibson Ranch, LLC
Attn: Brian Vail
2410 Fair Oaks Blvd., Suite 110
Sacramento, CA 95825

Thomas Law Group
455 Capitol Mall, Suite 801
Sacramento, CA 95814
Attention: Nick Avdis

Section 16. 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, whether by settlement or through a final decision by the reviewing court.

Section 17. General Provisions.

(a) *Governing Law.* The validity, interpretation and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California.

(b) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the County of Sacramento.

(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) *Waiver.* Waiver of any condition, breach or default under this Agreement does not constitute a continuing waiver, or the waiver of a subsequent breach. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(e) *Entire Agreement.* This Agreement and any attachments and exhibits constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

(f) *Amendment.* This Agreement may only be amended by the written, signed mutual agreement of all Parties.

(g) *Captions.* The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(h) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(i) *Successors and Assigns.* All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon an inure to the benefit of such Party, its successors and assigns.

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

(k) *Other Documents.* Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

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

(m) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

(n) *Document Preparation.* This Agreement will be construed as if prepared by all Parties, and the principle that language be construed against the drafting Party shall not apply.

(o) *Advice of Legal Counsel.* Each Party acknowledges that it has freely entered into this Agreement and that each Party has been given the opportunity to review this Agreement with their legal counsel.

(p) *No Fiduciary Duty.* District shall have no fiduciary duty to Developer, or any other persons with respect to the Deposit and District's expenditure of Costs, except for District's fiduciary responsibility to exercise due care and use the Deposit funds for the purposes designated in this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and District as of the day and year first above written.

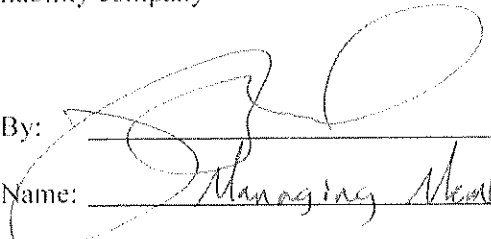
DISTRICT:

RIO LINDA / ELVERTA COMMUNITY
WATER DISTRICT, a county water district

By: _____
Ralph Felix, General Manager

LANDOWNERS:

Gibson Ranch LLC a California limited
liability company

By:  _____
Name: Managing Member
Its: 8-8-17

APPROVED AS TO FORM:

By: _____
Barbara A. Brenner, General Counsel

EXHIBIT A



Items for Discussion and Action

Agenda Item: 4.8

Date: September 17, 2018

Subject: Authorize Board Member(s) Attendance for ACWA Fall Conference in San Diego

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A – This item was not discussed at committee. It was initiated based on dialog with the Board Member currently assigned to participate in ACWA events, who is not assigned on any standing committees.

Current Background and Justification:

The ACWA fall conference is in San Diego this coming November. The ongoing critical path issues with Elverta Specific Plan Owners Group and the MOU renewal reasonable portend that the General Manager will not be available to accompany the sole assigned Board Member to participate in the ACWA fall conference.

The Board Member assigned to participate in the ACWA fall conference has requested that we place an item on the agenda to discuss options. There are at least three basic options to consider:

1. In lieu of GM participation, authorize another Board Member to accompany the currently assigned Board Member to participate in the ACWA fall conference.
2. Authorize a different single Board Member to participate in the ACWA fall conference.
3. Do not send any District representative to the ACWA fall conference.

The cost per representative includes \$699 registration plus; airline, hotel and rental car. All tolled, the cost could exceed \$2,500 per person.

Conclusion:

The Board needs to make a determination so that registration and travel arrangement can be completed.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:_____ Green:_____ Ridilla:_____ Henrici:_____ Harris:_____.

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

RLECWD Agenda Item Checklist

Item 4.8

Date

Initial Potential Meeting Date09/17/18

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

Consider authorizing Board Member attendance for ACWA fall conference in San Diego.09/13/18**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.

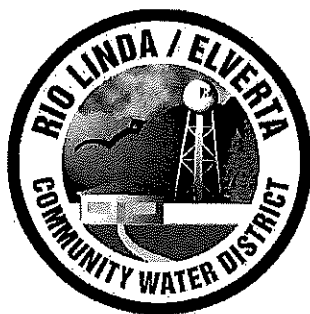
Committee Review of Item and Staff WorkN/A

Review by appropriate Finance/Administration, Projects /Planning or Ad Hoc Committees, to prepare board recommendations

Formal Legal Counsel ReviewN/A

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

GM Review09/14/18**Actual Meeting Date Set for Agenda Item**09/17/18



Items for Discussion and Action
Agenda Item: 4.9

Date: September 17, 2018

Subject: Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A – This is a standing item on regular meeting agendas.

Current Background and Justification:

District Policy 2.01.065 stipulates the Board of Directors must confirm any proposed Board Member Assignments. Additionally, Board authorization of Board Member participation is required for Board Member compensation in accordance with Water Code Section 30507 and District Policy 2.01.050.

Conclusion:

N/A.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Dills:____ Green:____ Ridilla:____ Henrici:____ Harris:_____.

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

RLECWD Agenda Item Checklist

Item 4.9

Date

Initial Potential Meeting Date

09/17/18

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

Consider confirming any new Board Member assignments (committees and other) announced by the Chair pursuant to District Policy 2.01.065.

09/13/18

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

N/A

Review by appropriate Finance/Administration, Projects /Planning 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

09/14/18

Actual Meeting Date Set for Agenda Item

09/17/18



Information Items
Agenda Item: 5.1

Date: September 17, 2018

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

1. DISTRICT ACTIVITY REPORT

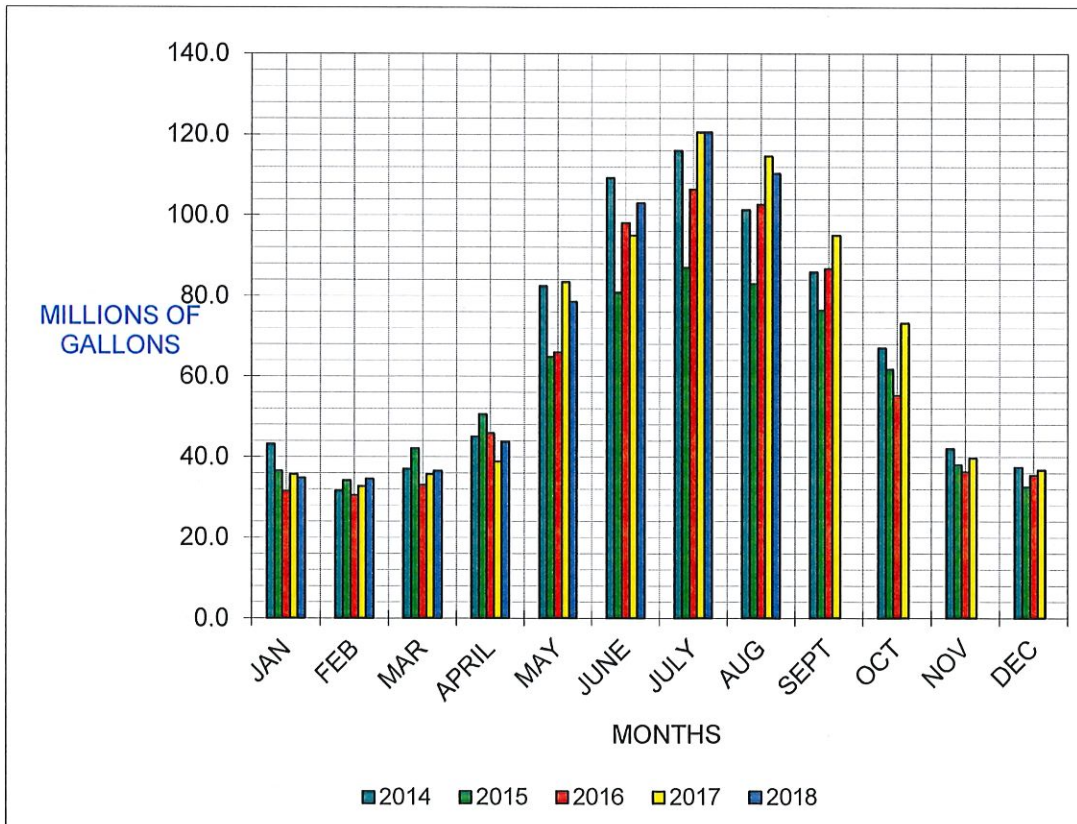
- a. Operations Report
- b. Conservation Report

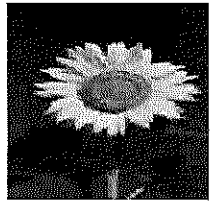
RIO LINDA/ELVERTA C.W.D.

WATER PRODUCTION

2014 \ 2018

Water Production in Million Gallons						SSWD Water Purchases					
Month	2014	2015	2016	2017	2018	Avg.	2014	2015	2016	2017	2018
JAN	43.2	36.5	31.5	35.6	34.8	36.3	0.0	0.0	0.0	0.0	0.0
FEB	31.6	34.1	30.5	32.7	34.5	32.7	0.0	0.0	0.0	0.0	0.0
MAR	37.0	42.0	33.0	35.6	36.5	36.8	0.0	0.0	0.0	0.0	0.0
APRIL	45.0	50.5	45.8	38.8	43.7	44.8	0.0	0.0	0.0	0.0	0.0
MAY	82.4	64.8	65.9	83.4	78.5	75.0	0.0	0.0	0.0	0.0	0.0
JUNE	109.2	80.8	98.0	94.9	102.9	97.2	2.8	0.0	0.0	0.0	0.0
JULY	116.0	87.0	106.4	120.5	120.5	110.1	0.0	0.0	0.0	0.0	0.0
AUG	101.3	83.0	102.6	114.6	110.3	102.4	0.0	0.0	0.0	0.0	0.0
SEPT	85.9	76.4	86.7	94.9		86.0	0.0	0.0	0.0	0.0	
OCT	67.0	61.7	55.2	73.2		64.3	0.0	0.0	0.0	0.0	
NOV	42.0	38.0	36.3	39.7		39.0	0.0	0.0	0.0	0.0	
DEC	37.4	32.5	35.4	36.7		35.5	0.0	0.0	0.0	0.0	
TOTAL	798.0	687.3	727.3	800.6	561.7	753.3	2.8	0.0	0.0	0.0	0.0

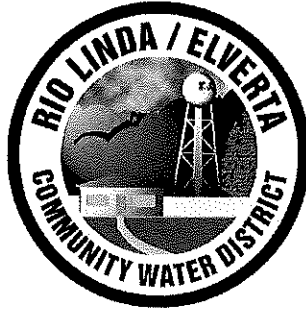




Conservation Report August 2018



Supplies (kits):	Shower heads (1), Kitchen Aerators (1) Bathroom Aerators (1) Nozzle (1) Timer (1) Toilet Tablets (12)
Water Waste (calls, emails, letter, leaks detected/fixed):	1 water waste email sent Sent out 28 letters for possible leaks using the AMI system 3 Leak Follow-up calls 7 Fixed leaks
Water Schedule:	N/A
Surveys:	1
Rebates:	Toilets: 1 Washing Machines: 0
Workshops, Webinars, Meetings:	N/A
Fines:	NONE
Other Tasks:	<ul style="list-style-type: none">• Worked on creating a poster contest for the elementary school• Updated and revised the letters send to customers regarding: Leak Letters, and high usage.• Assisted with payments, and new customers.• Sent letters out for possible leaks using the AMI system.• Completed work orders• Created a donation letter for the poster contest• Created Welcome Kits and Retro-fit Kits• Signed up for Rio Linda/Elverta Country Faire• Created spreadsheet for possible leaks
Grant Updates:	N/A



Information Items Agenda Item: 5.2

Date: September 17, 2018

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

2. BOARD REPORTS

- a. Announce ad hoc committee(s) dissolved by the criteria in Policy 2.01.065
- b. Regional Water Authority – Henrici
- b. Sacramento Groundwater Authority – Green
- c. LAFCO – Green
- d. Planning Committee – Dills, Harris
- e. Finance / Administrative Committee – Ridilla, Henrici
- f. Ad Hoc Committee's
 1. MOU Negotiations – Dills, Harris
 2. GM Contact Revision –Henrici, Ridilla
- g. Other Reports

**REGIONAL WATER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS**

Thursday, September 13, 2018, 9:00 a.m.

5620 Birdcage Street, Suite 110

Citrus Heights, CA 95610

(916) 967-7692

AGENDA

The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the Authority's Administrative Office at the address listed above. 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 Executive Director of the Authority at (916) 967-7692. 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 AND ROLL CALL

2. PUBLIC COMMENT

3. CONSENT CALENDAR

a. Minutes from the July 12, 2018 RWA Board meeting

Action: Approve the Consent Calendar Item

4. EXECUTIVE COMMITTEE REPORT AND RECOMMENDATIONS

a. Information: Final minutes of the June 27, 2018 and July 25, 2018 Executive Committee meetings and draft minutes from the August 22, 2018 Executive Committee meeting

b. Information: Executive Committee report on the Executive Director's performance review

c. Action: Designate \$14,000 from FY2018 from office move funds for future improvements in FY2019.

5. PROPOSITION 1 STORAGE UPDATE

Information Presentation: Terrie Mitchell, Sacramento Regional County Sanitation District and Jim Peifer, City of Sacramento Department of Utilities

6. REGIONAL RELIABILITY UPDATE

Information Presentation: Rob Swartz, Manager of Technical Services

7. CALWEP UPDATE

Information Presentation: Mary Ann Dickinson, President and CEO of Alliance for Water Efficiency and California Water Efficiency Partnership Executive Director and Amy Talbot, Senior Project Manager, Regional Water Authority and Chair of the CALWEP Board of Directors

8. EXECUTIVE DIRECTOR'S REPORT

9. DIRECTORS' COMMENTS

ADJOURNMENT

Upcoming meetings:

Next Executive Committee Meetings – Thursday, September 27, 2018 and Wednesday, October 24, 2018, 8:30 a.m. at the RWA office.

Next RWA Board of Directors' Meeting – Thursday, November 8, 2018, 9:00 a.m., at the RWA Office.

SEPTEMBER 13, 2018

63

TO: REGIONAL WATER AUTHORITY BOARD OF DIRECTORS

FROM: JOHN WOODLING

RE: EXECUTIVE DIRECTOR'S REPORT

- a. **Legislative and Regulatory Update** – The 2018 state legislative session came to a close on August 31 and the Governor now has until the end of September to approve or veto the bills on his desk. At the start of the session in January, there were more than 200 bills introduced of potential interest to RWA plus eight bills carried over from the 2017 legislative session. As the session progressed, the RWA Lobbyist Subscription Program analyzed about 40 bills and actively engaged in 15 bills of particular interest to our membership. Ultimately, six of those bills have made it to the Governor's desk. A full breakdown of those bills that are signed into law by the Governor and a look ahead to 2019 will be included in the November 2018, RWA Board Meeting agenda.

Two bills were signed into law by the Governor earlier this summer. SB 606 and AB 1668 are companion bills dealing with water use efficiency standards and drought preparedness. Since sponsoring similar legislative proposals with Assemblymember Rubio in 2017, RWA has worked closely with coalition partners to assure SB 606 and AB 1668 provided for the local control and development of appropriate, community based water efficiency standards. RWA will continue working with the State Water Board and Department of Water Resources on the development of the regulations and to define the details of implementation.

In mid-August, with about two weeks left in the legislative session, a creative version of a water tax was introduced. SB 845 (Monning) would have imposed a "voluntary remittance" of \$1.00 per month on the water bills of most California residents. The voluntary remittance program would have been administered for the state by the local community water systems and would have required residents to pay this tax unless they took preemptive actions to opt out. Proponents of the failed water tax bill - SB 623 (Monning) - drafted SB 845 as a work around to the two-thirds vote required for a water tax claiming that the opt out "voluntary remittance" was not a tax and thus only required a simple majority vote. Ultimately, ACWA, RWA and water agencies throughout the State were successful in helping stop this sneaky, last minute attempt at establishing a tax on water and SB 845 died in the Assembly Appropriations Committee without a hearing.

DWR and the SWRCB are holding a series of listening sessions on their plans to implement SB 606 and AB 1668, the two bill package that made changes to the water shortage contingency planning process and created a new system for water efficiency standards. RWA and member agency staff will be closely involved in various work

groups throughout the course of program and regulation development. The State's summary of the legislation and their plans for implementation can be found in a primer at <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Water-Use-And-Efficiency/Make-Water-Conservation-A-California-Way-of-Life/Files/PDFs/Primer-of-2018-Legislation-on-Water-Conservation-and-Drought-Planning.pdf?la=en&hash=A07B89BA9E6D8BEBDF05E648E1046379134F0770>

RWA is in the process of recruiting to fill the legislative and regulatory affairs position. If you can think of any interested candidates, please direct them to rwah2o.org. As the legislative session has ended, and the advocacy program will be fully funded as a core program in 2019, each RWA member should identify a contact person for the program.

- b. **RWA Outreach** – Mr. Woodling will chair the ACWA Groundwater Committee meeting on September 20, 2018 at Kern County Water Agency in Bakersfield. A webinar option is available for those wishing to call in. SGA will hold a 20th Anniversary luncheon on October 18, 2018 at North Ridge Country Club. Information is available at <https://www.sgah2o.org/sga-20th-anniversary-celebration-to-feature-sigma-co-author-roger-dickinson/>
- c. **RWA Update** – Staff and RWA's public relations consultant are producing a quarterly update highlighting RWA activities. The document is designed to be suitable for distribution to member agency boards of directors. The July edition is available at https://rwah2o.org/wp-content/uploads/2018/07/July2018_Update_5.pdf
- d. **Delta Update** – Staff and the RWA Conference Subcommittee are planning a Delta workshop following the November Board meeting on November 8, 2018.

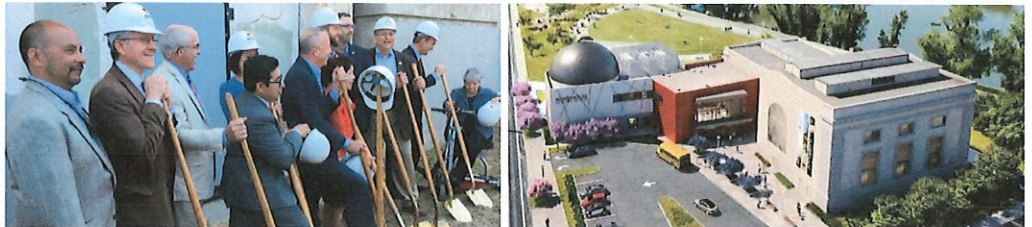
AGENDA ITEM 9: DIRECTORS' COMMENTS

July 2018

Building Alliances in Northern California

MISSION

To serve and represent regional water supply interests and assist Regional Water Authority members with protecting and enhancing the reliability, availability, affordability and quality of water resources.



SAVE
The
DATE

SGA 20th
Anniversary Celebration
Set for October 18

Please join us as we celebrate the 20-year anniversary of the Sacramento Groundwater Authority (SGA) on Thursday, October 18, 2018 from 11:30 a.m. to 1:30 p.m. at North Ridge Country Club in Fair Oaks. Formed in 1998, SGA was created to collectively manage the Sacramento region's north area groundwater basin and was one of the first agencies of its kind in California. Anniversary event details will be posted soon to the SGA website at sgah2o.org.

Powerhouse Science Center Breaks Ground

RWA Board Chair Marcus Yasutake joined Congresswoman Doris Matsui, Sacramento Mayor Darrell Steinberg and other Sacramento-area leaders to break ground on the new Powerhouse Science Center, a \$50 million regional center of science, nature and technology along the banks of the Sacramento River.

The Regional Water Authority is an inaugural supporter of the Powerhouse Science Center and is funding several

permanent exhibits, including an immersive life-sized house where kids can uncover ways to save water.

Once completed in 2020, this regional science and educational attraction is expected to draw more than 20,000 visitors per month and include 22,000 square feet of exhibit space, a 120-seat digital planetarium and revamped water front park.

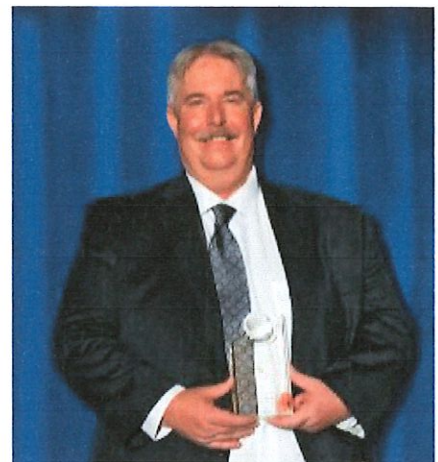


Steve Nugent Awarded 2018 Excellence in Water Leadership Award

Carmichael Water District General Manager Steve Nugent was awarded the 2018 Excellence in Water Leadership Award by the Association of California Water Agencies at its spring conference in May.

Nugent earned the award for his leadership and commitment to the American River Pipeline Conveyance Project, an innovative water supply project and partnership with Aerojet and neighboring Golden State Water Company that recovers remediated groundwater for beneficial use within the region.

"Steve has demonstrated remarkable leadership throughout his career but especially with regard to the American River Pipeline Conveyance Project," said ACWA President Brent Hastey when presenting the award. "His commitment

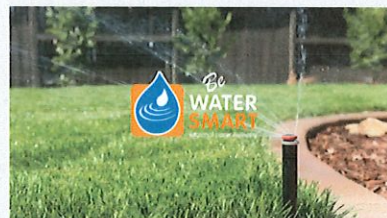


management resulted in an important and highly successful regional water infrastructure project, and his innovative approach to public-private partnerships serves as a model for

RWA Launches Summer Water Efficiency Advertising

RWA is continuing its summer advertising campaign to encourage people to “Check and Save”—use a moisture meter or screwdriver to check soil moisture before turning on sprinklers.

Advertising is currently running on Capital Public Radio, local radio stations in conjunction with weather and traffic reports, and online on Facebook and the Google Display Network. Digital advertising will feature three new “how to” videos, including one on properly watering mature trees in partnership with the Sacramento Tree Foundation.



Be Water Smart how-to videos

Be Water Smart Tool Kit

A tool kit is available to Water Efficiency Program participants to help communicate a consistent regional message on water efficiency. The kit includes key messages, newsletter and website content that can be customized, images for social media, a photo gallery and more. For more information and to access the tool kit, please contact WEP Program Manager Amy Talbot at atalbot@rwah2o.org

Amy Talbot Elected Chair of the California Water Efficiency Partnership



RWA Water Efficiency Program Manager Amy Talbot has been elected chair of the California Water Efficiency Partnership (CalWEP) Board of Directors. In addition, Greg Bundesen, Water Conservation Supervisor for Sacramento Suburban Water District, was elected Secretary/

CalWEP represents more than 200 water supplier and organization members statewide, working together to foster leadership, expertise and collaboration to advance water conservation and efficiency in California. Board members and officers begin their terms as CalWEP continues its evolution into a new entity focused on helping water providers address

Several significant announcements have been made over the past year, including the selection of Mary Ann Dickinson as the Partnership's Executive Director and its new status as a chapter of the Alliance for Water Efficiency, bringing together two of the country's major organizations dedicated to improving and enhancing water efficiency in California and the United States.

Legislative Update



Water Tax: SB 623 and Budget Trailer Bill

California legislative leaders and Gov. Brown in June abandoned a proposed tax on California's drinking water that was opposed by RWA, the Association of California Water Agencies and urban water providers across California.

Senate Bill 623 by Sen. Bill Monning (D-Carmel) and a separate but related budget trailer bill would have imposed a per-connection tax on every public water system customer, ranging from 95 cents to \$10 per month, to fund a "Safe and Affordable Drinking Water Fund" to address the lack of safe and reliable drinking water in some California communities.

RWA's advocacy on the legislation included building a coalition of a dozen Sacramento-area business organizations to express their concerns about the proposed tax, including the Sacramento Metro Chamber and seven local chambers of commerce.

RWA will continue its work to shape solutions to the critical issues related to access to clean, safe drinking water without taxing one of our most vital necessities.

Long-Term Urban Water Use Efficiency

On May 31, Gov. Jerry Brown signed into law two new bills that will require urban water providers throughout California to set new permanent water use targets for their service areas by 2022. Senate Bill 606 by Robert Hertzberg (D-Van Nuys) and Assembly Bill 1668 by Laura Friedman (D-Glendale) provide a framework for setting water use targets, as well as implementing and enforcing the new water use requirements.

For the past two years, RWA worked with a broad coalition of water suppliers, associations, and business groups to develop and shape the legislation in a way that strikes the right balance between making water efficiency a California way of life and maintaining local control over water management decisions. Ultimately, the legislation signed into law achieves this by retaining local authority to define water conservation measures that are appropriate for our community and requiring state regulatory agencies to adopt variances that account for unique local conditions rather than handing permanent, unchecked power to regulators to set and enforce water use targets.

Now that the process to develop legislation has finished, RWA will continue to actively work to define the details of its implementation.

? Fact Sheet and Frequently Asked Questions Available

RWA has developed a fact sheet and list of frequently asked questions to help members address customer questions about the new water conservation laws. To request a copy, contact Water Efficiency Program Manager Amy Talbot at atalbot@rwah2o.org.



RWA Board of Directors meetings occur on the second Thursday of every odd-numbered month at 9 a.m.
Executive Committee meetings are held monthly, beginning at 8:30 a.m. on the fourth Wednesday.
Both meetings take place at the RWA Board room. You can find meeting dates and materials at rwah2o.org.

September 7, 2018

RLECWD Planning and Project Committee Meeting

68

Meeting was opened at 2:00 pm by Director Dills

Public Comment: None

RLECWD members present were G.M. Tim Shaw, Directors Mary Harris and Brent Dills. Pat Goyet, Operations Supervisor attended as well. Coleman Engineering was represented by Simon Gray.

Also Present: Rob Smith, Elverta Owners Group, Ken Giberson, Consulting Engineer for Elverta Specific Plan Owner's Group. Justin Shobe representing the public.

1) Discuss the draft resolution to adopt the recently updated Integrated Regional Water Management Plan (IRWMP).

The committee recommends the board approve adoption of the IRWMP.

2) Status report on discussions with Elverta Specific Plan Owners Group.

A lengthy discussion took place regarding our previous letter and the bullet points? Some discussion took place about some of the options that are available. PCWA, San Juan "super pipe" Natomas Water Pritchard Lake. Discussions about the challenges for both the ESPOG and the RLECWD took place. It was agreed that over the next few months that both parties would continue to meet and discuss the possibility of reaching an agreement that meets a level of commitment needed by ESPOG. No action to recommend.

3) Status report on Property Donation with Elverta Associates LLC

RLECWD GM has received a signed PDA, which is intended to lead to a signed irrevocable offer of dedication. Committee will recommend that the board approve this and sign it at the next board meeting.

4) Review and discuss policies and practices for Legal Counsel or other disciplines as they work on Elverta Specific plan development.

Committee agrees that that the board approve a consistent practice of developer funding for development costs. Committee recommends the board approve that practice.

5) Well #10 and Well #16 projects update.

The Interim District Engineer, Simon Gray, met with G.M. this morning and had also visited to some similar sites as our planned sites that require mitigation and use the same concept as previously designed by Affinty. It sounds like we are moving forward in a reasonable way with the funding that was put in place in March. An RFP will be put together for Well #16. An RFQ process is still in place and responses are due the 15th of October. Selections could be made a week later or so.

One Item for next month's committee agenda will be to consider completing or abandoning some current projects. Director Dills and Harris asked that the committee see a running project status sheet at each meeting.

Next Planning Committee meeting is Friday, October 5th, 2018

Director Dills adjourned the meeting at 3:45 pm.

Rio Linda/Elverta Community Water District**Finance and Administrative Committee Meeting Minutes****September 10, 2018**

Attendees: Director Mary Henrici, Director John Ridilla, and General Manager Tim Shaw were present.

Meeting was called to order by Director Henrici at 6:32 PM.

Public Comment. There was none.

Agenda Items**1. Review and discuss expenditures of the District for the month of August 2018.**

Director Ridilla asked if the Coleman Engineering costs were higher or lower than and is the quality of service higher or lower than the past engineering firm. GM Shaw noted that Coleman Engineering charges have been less but they are also doing less work as no projects are currently funded. All items were in order.

The committee recommends approval to the full Board of Directors.

2. Review and discuss Financial Reports of the District for the month of August 2018.

Director Henrici asked where the 2017/18 year end financials were. GM Shaw said they would be emailed to the committee as they did not get into the packet.

The committee recommends approval of the financial reports to the full Board of Directors.

3. Personnel Handbook Policy addition: Administrative leave for FMLA- exempt employees.

The committee requested legal review before the policy goes to the full Board.

The committee recommends approval to the full Board of Directors.

4. Personnel Handbook Policy addition: Sick Leave

The changes included in the revision are those necessary to comply with the current California Labor Code, Division 2. Director Ridilla inquired about the feasibility of other changes to the sick leave policy. The GM advised that other changes (other than code compliance may be worthy of consideration, but the process for consideration must be through the meet and confer or

negotiations process. The committee requested legal review before the policy goes to the full Board. The GM responded that Legal Counsel review is already in progress.

The committee recommends approval to the full Board of Directors.

5. Update on the proposed change to hours of operation.

The committee was updated on the status of this item. Staff has contacted their union since the last meeting of the Board regarding this issue. The union rep opined that this item is subject to meet and confer because the management rights clause in the current MOU is specific to changes in hours for operational needs. The union rep believes this request falls beyond the scope of operational needs because the employees initiated the request. GM Shaw then noted that he has received an email this afternoon from the union stating they may not be including this item in their negotiations. GM Shaw noted he intends to seek legal counsel on the union response to the change in hours before any other action is taken.

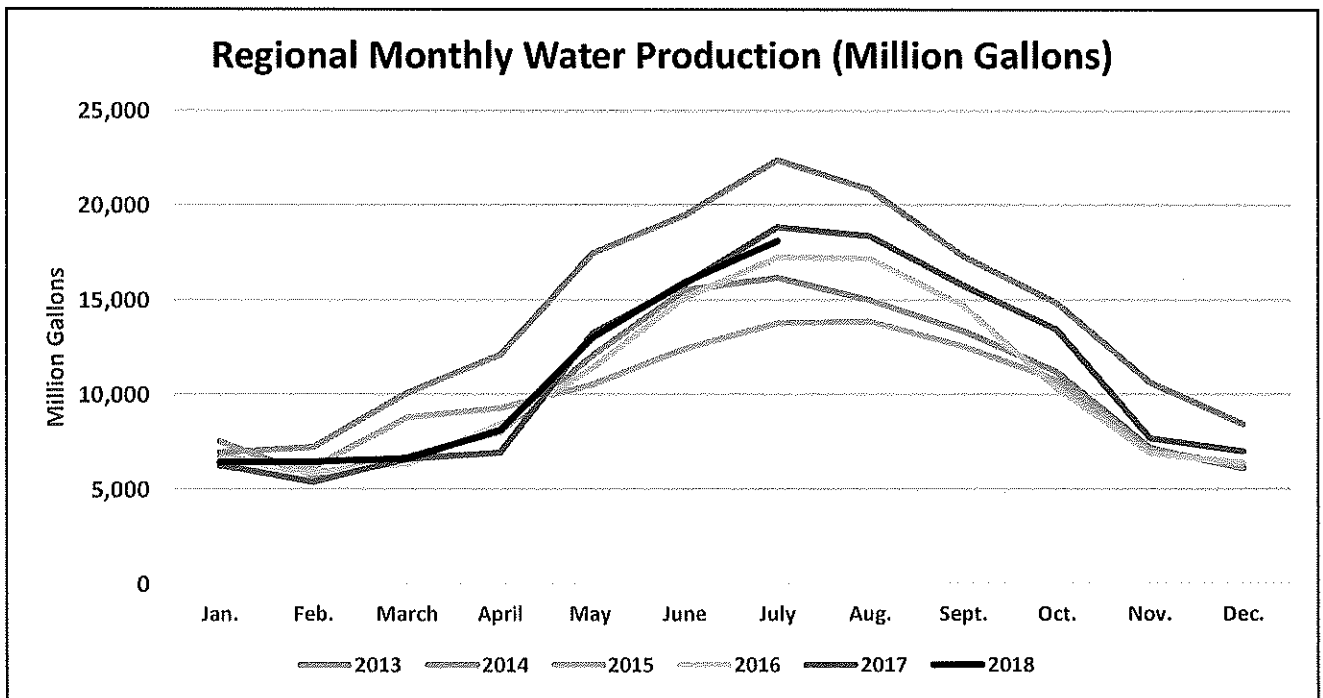
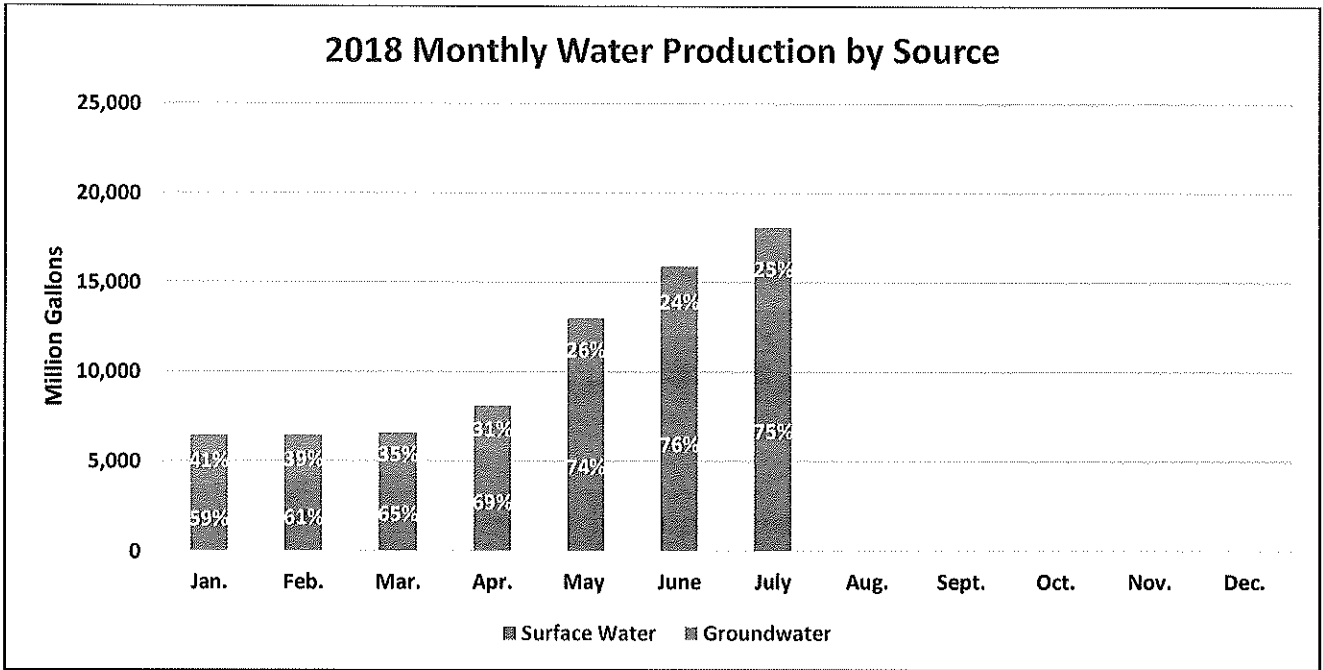
The committee has no recommendation regarding this item.

Directors' and General Manager comments not on the agenda.

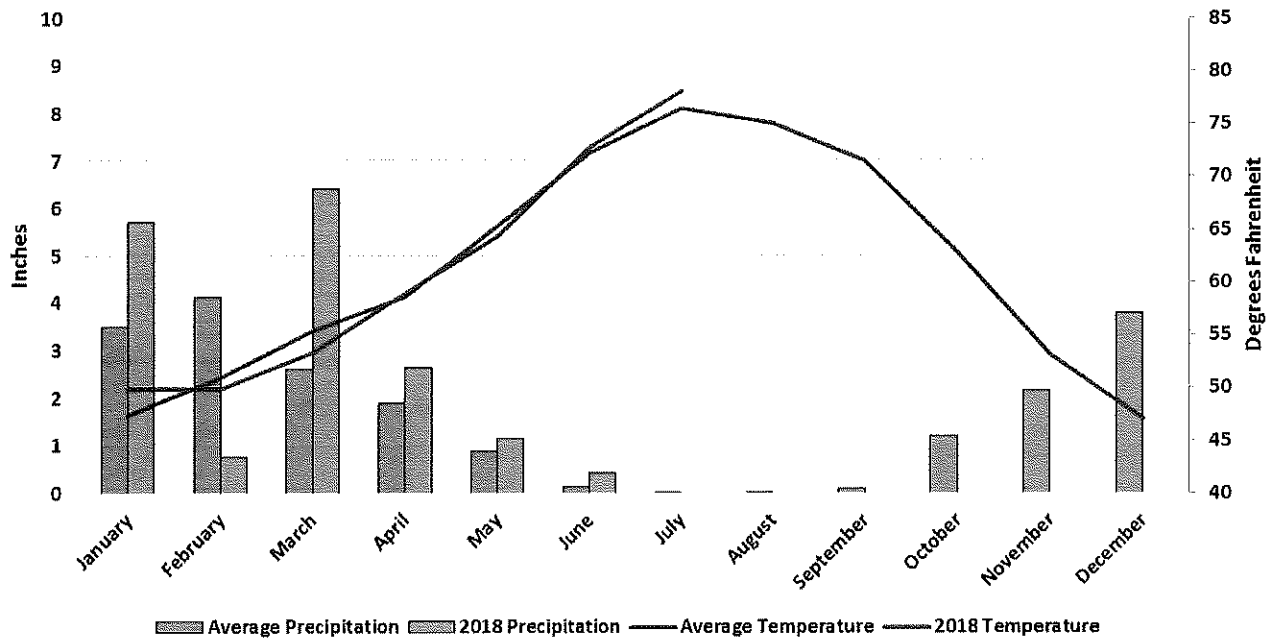
There were none

Meeting adjourned at 7:03 p.m.

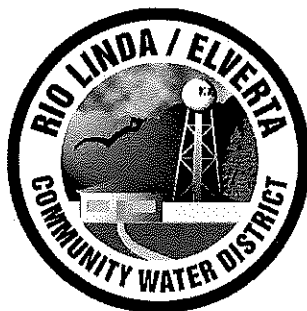
2018 Monthly Water Production by Source (Million Gallons)													
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
SW	3,793	3,949	4,331	5,625	9,595	12,062	13,527						52,882
GW	2,663	2,521	2,297	2,504	3,436	3,885	4,614						21,919
Total	6,456	6,469	6,627	8,129	13,031	15,947	18,141						74,802



Precipitation and Temperature, Average (1998-2017) and 2018



Water Agency	2018 Residential Gallons Per Capita Per Day (R-GPCD)											
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
California American Water	62	65	65	76	103	127	139					
Carmichael Water District	85	97	87	115	194	251	294					
Citrus Heights Water District	77	85	79	100	156	209	253					
City of Davis	59	68	61	80	111	128	147					
City of Folsom	80	94	86	112	178	223	244					
City of Lincoln	61	75	57	85	121	184	202					
City of Roseville	54	61	54	63	109	154	174					
City of Sacramento	62	65	66	77	119	138	165					
City of West Sacramento	70	79	58	81	105	157	164					
City of Woodland	55	62	48	61	88	113	118					
City of Yuba City	69	81	75	90	129	153	164					
El Dorado Irrigation District	97	93	99	117	226	192	324					
Elk Grove Water District	58	62	59	68	106	138	159					
Fair Oaks Water District	75	94	81	113	198	265	316					
Golden State Water Company	84	90	88	102	155	201	216					
Orange Vale Water Company	79	93	83	116	210	286	325					
Placer County Water Agency	68	71	63	106	151	203	223					
Rancho Murieta CSD	102	104	77	116	203	263	299					
Rio Linda/Elverta CWD	91	102	74	84	146	204	231					
Sacramento County Water Agency	80	89	78	112	143	176	192					
Sacramento Suburban WD	66	69	68	84	85	151	170					
Sacramento Regional Average	69	75	70	89	131	171	195					



Agenda Item: 6

Date: September 17, 2018

Subject: Public Comment for Closed Session

Staff Contact: Timothy R. Shaw, General Manager

6. PUBLIC COMMENT FOR CLOSED SESSION

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



Agenda Item: 7

Date: September 17, 2018

Subject: Closed Session

Staff Contact: Timothy R. Shaw, General Manager

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

- A. **CONFERENCE WITH LABOR NEGOTIATORS** - (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6) District Negotiators: Mary Henrici/John Ridilla
General Manager Employment Agreement revisions.



**Reconvene Open Session
Agenda Item: 8**

Date: September 17, 2018

Subject: Report of Action Taken in Closed Session

Staff Contact: Timothy R. Shaw, General Manager

8.1 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 _____

Dills:___ Green:___ Ridilla:___ Henrici:___ Harris:___.

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



**PENDING AND COMPLETED ITEMS
9-17-2018 BOARD OF DIRECTORS MEETING**

1. **North Precinct Project** No activity has been reported on this project. **Pending**
2. **Credit/Debit Card Convenience Fees:** The addressing of these issues is subject to completion of the CUSI billing software upgrade. We successfully navigated the software installation phase, which moved us to the data validation phase, this phase placed a heavy burden on the office employees (Renita, Kim and Sara) to start using the new software while meeting all the billing milestone deadlines. We will need to come up for air prior to exploring the improvements needed to evaluate our capabilities to alter our convenience fee program **Pending**
3. **Letter to Tesco for Disappointing Service:** XIO retrieved the historical data (data prior to June 2017, that the Tesco upgrade rendered inaccessible. The subsequent correspondence with XIO yielded some disappointing revelations, XIO also wants to submit a proposal for using the data they've retrieved to produce a value-added solution for long-term service, i.e. the same as the two previous consultants brought in by Affinity. In response, I turned to Adept solutions who retrieved the data and submitted it to Inductive Automation on August 24th. Disappointingly, Inductive Automation did the same thing as the other four service providers, they want to propose a service and additional expense to the District for addressing the issue. I have asked Adept to consider quoting for a solution. If their solution is infeasible or impractical, I recommend we "write off" access to data prior to June 2017. **Pending**
4. **Professional Services Agreement for Engineering for the design of the Well #16:** Although we have temporary engagement with Coleman Engineering for District Engineer, the reasons for allowing the District Engineer to design Well #16 ground water pumping facilities are no longer existent. We will need to create and RFP and advertise for third-party engineers to complete the design of Well #16. Such a process should reasonable wait until the long-term engagement of District Engineer is complete so the third-party engineer is interacting with a consistent District team. **Pending**
5. **Strategic Planning:** With the Elverta development issues, RFQ process and personnel matters, I have not had the time to write a draft strategic plan. **Pending**
6. **General Unit MOU renewal:** Though Teamster Local 150 indicating a proposal was forthcoming, no such proposal has been received. **Pending**

7. **GM Contract revisions:** A draft proposed revised GM contract is to be considered at tonight's meeting. **Pending**
8. **Consideration of changing working hours:** A summary of the latest developments on this matter is included in the minutes of the September 10th Finance/Admin Committee meeting. Additionally, I have corresponded with Legal Counsel and responded accordingly. **Pending**
9. **Disposition of the District assets recently declared as surplus by the Board:** Staff needs to set up accounts with internet-based auctions service providers (e.g. eBay). Development, HR, and budget adoption priorities have relegated this item temporarily deferred. **Pending..**
10. **Became certified to perform water audit validation pursuant to SB-555.:** It was not easy or cheap. The West Sacramento training facility is inadequate for the format of the test. At first, I thought the issues were with the District's Microsoft Surface laptop, then I learned that the facility has completely dysfunctional WiFi. Thought the certification process cost the District \$2,000, the annual savings are approximately \$1,500. This new regulatory requirement is particularly challenging for small agencies. The audit and audit validation process must conform to a separation of duties doctrine. The employee doing the validation must not have any role in performing the audit. **Completed.**