

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

DECEMBER 21, 2020 (6:30 p.m.)

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE OR BY TELEPHONE

Join Zoom Meeting
<https://us02web.zoom.us/j/85034393366?pwd=VTFGYUpZNVpRWE9WM2pYa1pWa3RSQT09>
Meeting ID: 850 3439 3366
Passcode: 655536
or by telephone 408 638 0968 US

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

AGENDA

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

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

1. CALL TO ORDER, ROLL CALL

2. Election of Officers

2.1. The Board will elect officers, President and Vice President of the Board. Following the election of the new officers, the new President (if applicable) will assume the Chair responsibilities for the remainder of the agenda.

2.2. Confirmation of Committee Appointments and other Board Member Assignments

2.2.1. The Board will consider voting to confirm appointments and assignment and/or discuss alternative timing / accommodations for ratification of appointment & assignments.

2.2.1.1. Executive Committee

2.2.1.2. ACWA

2.2.1.3. ACWA JPIA

3. PUBLIC COMMENT

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

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

4.1. Minutes

November 16, 2020

The Board is being asked to approve the Minutes from the November 16, 2020 Regular Board Meeting.

4.2. Expenditures

The Finance & Administrative Committee recommends the Board approve the October Expenditures.

4.3. Financial Reports

The Finance & Administrative Committee recommends the Board approve the October Financial Reports.

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

5.1. GM Report

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

5.2. District Engineer's Report

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

5.3. Annual Inflation Adjustment of RLECWD Capacity Fees

5.3.1. Consider approving revision #3 to Exhibit 1 and Exhibit 2 of Resolution 2018-03, performing the annual inflation adjustment to capacity fees pursuant to Ordinance 2016-01.

5.4. Consider Approving a Request for Proposals (RFP) for Services to Replace Specified Portions of Distribution System Piping, and Further Authorize Solicitation for Responses.

5.5. Consider Designating Specified District Assets to be Surplus Pursuant to District Policy.

5.6. Consider Continued Financial Participation in the Water Bank study via approving the Water Bank Phase 2 MOU.

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

6. INFORMATION ITEMS

6.1. District Activities Reports

6.1.1. Water Operations Report

6.1.2. Conservation Report

6.1.3. Completed and Pending Items Report

6.2. Board Member Reports

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

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

6.2.3. Sacramento Groundwater Authority (with RWA and SCGA) 3x3- Reisig

6.2.4. Executive Committee – Jason Green, Robert Reisig

6.2.5.ACWA/JPIA – Ridilla

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

8. **ADJOURNMENT**

Upcoming meetings:

Executive Committee

January 11, 2021, Monday, 6:00 pm remote meeting, no in-person attendance.

Board Meeting

January 25, 2021, Monday, 6:30 pm remote meeting, no in-person attendance.



Items for Discussion and Action Agenda Item: 2.1

Date: December 21, 2020

Subject: Election of Officers

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A committees do not review this item.

Current Background and Justification:

It is the District's policy for the Board to annually elect a President and Vice President at the December regular meeting. The Board will take nominations and vote for the offices of President and Vice President of the Board of Directors. These offices typically remain in effect until December the following year unless impacted by vacancy or subsequent reconsideration by the Board.

Clarifications:

- In voting for a nominated office, the nominee is not required to abstain from voting.
- It is acceptable to nominate the current officer(s) for a consecutive term.
- Each office (President and Vice-President) should be nominated and voted upon separately.
- The current President should entertain motions for electing an officer, e.g. the President, then when all motions are complete, the Secretary will be directed to call role. If more than one Board Member has been nominated, each Board Member is to respond by indicating which nominee is his/her choice for the office. The elected officer will be the Board Member who receives at least 3 votes. If only one Board Member is nominated, the appropriate role call response would be "Yea" (yes) or "Nay" (no).

This item is necessary in order to carry on the business of the District.

Conclusion:

I recommend the Board nominate and fill these positions. Upon completion of the process, the newly elected President immediately assumes the duties and responsibilities of President.

2

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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



Items for Discussion and Action Agenda Item: 2.2

Date: December 21, 2020

Subject: Committee Appointments and Board Assignments

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

N/A committees do not review this item.

Current Background and Justification:

District Policy requires that the President, with the concurrence of a majority of Board Members, assigns participation for standing committees, ad hoc committees and various membership agencies. Then, the Board must approve these assignments for, among other things, conformance with director compensation statutes/policies.

The currently established standing committee is *Executive Committee*.

The current membership agency assignments, which are subject to Board assignment are Association of California Water Agencies (ACWA) and ACWA Joint Powers Insurance Authority (ACWA-JPIA). Note: additional assignments for Sacramento Groundwater Authority (SGA), the 3X3 SGA, and Sacramento County Local Agency Formation Commission (LAFCo), entail a District nomination and subsequent confirmation process by another agency. SGA and LAFCo assignments also entail minimum duration. However, such assignments are not due for renewal.

Failure to appoint and approve the appointment to the Executive Committee may result in the need for cancelation of the January 11, 2021 special meeting of the Executive Committee or temporary extension of the current appointments to the Executive Committee, followed by additional consideration for assignment at the January 25, 2021 Board meeting.

Conclusion:

I recommend the newly elected President recommend Board Member assignments/appointments for 2021, and I further recommend the Board vote to confirm such assignments as required.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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



**Consent Calendar
Agenda Item: 4.1**

Date: December 21, 2020

Subject: Minutes

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

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

Current Background and Justification:

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

Conclusion:

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

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla:____ Harris:____ Jason Green____ Gifford____ Reisig____.

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

**MINUTES OF THE
NOVEMBER 16, 2020
PUBLIC HEARING AND BOARD OF DIRECTORS REGULAR MEETING
OF THE RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT**

1. CALL TO ORDER, ROLL CALL

The November 16, 2020 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District called to order at 6:30 p.m. via Zoom Video Conference. This meeting was held in accordance with executive order n-29-20, issued by California governor Gavin Newsom on March 17, 2020, the Ralph M. Brown act (California government code section 54950, et seq.), and the federal Americans with disabilities act. General Manager Tim Shaw took roll call of the Board of Directors. President Jason Green, Director Robert Reisig, Director Mary Harris, Director Gifford, Director Ridilla and General Manager Tim Shaw, and Legal Counsel Kerry Fuller were present.

2. PUBLIC COMMENT

3. CONSENT CALENDAR

- 3.1 Minutes – October 19, 2020**
- 3.2 September Expenditures**
- 3.3 September Financial Reports**

No public comment.

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

REGULAR CALENDAR

4. ITEMS FOR DISCUSSION AND ACTION

4.1 Consider Authorizing Engaging the Services of a Municipal Finance Advisor to Explore and Implement Mitigation Measures in Response to Sharp Increases in Annual Unfunded Accrued Liability (UAL) Payments.

Anna Sarabian with Fieldman Rolapp presented some Pension Liability Options for the District's unfunded liability payments for informational purposes.

The Board made no action on this item

4.2 General Manager's Report

GM Shaw provided a written report.

No public comment on this item.

The Board made no action on this item

4.3 District Engineer's Report – Mike Vasquez

Mike Vasquez provided a written report to the Board of projects in the works since the last meeting of the Board. The report highlighted topics of General District Engineering and Well 16 Pumping Station Construction Project.

No public comment on this item.

The Board made no action on this item.

4.4 Consider Nominating a RLECWD Board Member to Serve on the Sacramento County LAFCo Special Districts Advisory Committee.

SDAC meetings are held quarterly on the 5th Tuesday, if needed. The purpose of the committee is to provide Sacramento LAFCo with input on issues related to Special Districts. This appointment is for 2 years.

Director Harris nominated Robert Reisig.

It was moved by Director Harris and seconded by Director Ridilla to appoint Robert Reisig to serve on the Sacramento County LAFCo SDAC. Directors Reisig, Harris, Ridilla, Gifford and Green voted yes. The motion carried with unanimous roll call vote of 5-0-0.

4.5 Consider Customer Requests for Board Review of Billing Issues.

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

This request for waiver of the \$40 shut off fee was deferred at the October 19th Board meeting because of staff's lack of preparation, which inhibited making an informed Board decision. Staff's lack of preparation was caused by insufficient communication regarding this request and another, similar request that was resolved prior to the October 19th Board meeting.

Director Harris asked about the postmark date. GM Shaw explained that the Board may need to keep in mind this may set a precedence for future payments by accepting postmark dates.

It was moved by Director Harris and seconded by Director Reisig to credit the \$40.00 fee for this customer #15063002. Directors Reisig, Harris, Ridilla voted yes. Director Green and Gifford voted no. The motion carried with a roll call vote of 3-2-0.

4.6 Consider Approving the Proposed New Customer Service Technician II Position Description and Associated Pay Scale.

The District and Teamster Local 150 have been engaged in dialog (albeit inconsistently) regarding the Customer Service Tech II position description virtually since the completion of the MOU renewal process in May 2019. The current unit classifications include a Customer Service Tech I, which implies the intent to create a Customer Service Tech II position.

Throughout the protracted meet and confer process between the District and Teamster Local 150, both sides agreed that the most effective approach would be to reach tentative agreement prior to seeking Board approval. This contrasts with an approach where Board approval is conditioned on meet and confer. Further areas of agreement included the need to differentiate a Customer Service Tech II position description from a one that is essentially a Customer Service Tech I with years of experience, e.g. training and standardized certifications.

The more recent correspondence on the subject has been regarding the pay scale associated with the position description. The pay scale needs to integrate appropriately into the existing positions in the unit. Failure to do so can result in future claims and unintended justifications for classification studies, e.g. when a position with arguably more responsibility and training is compensated less.

It was moved by Director Ridilla and seconded by Director Gifford to approve the Customer Service Technician II position and Associated Pay Scale. Directors Reisig, Harris, Ridilla, Gifford and Green voted yes. The motion carried with unanimous roll call vote of 5-0-0.

4.7 Consider "Protesting" the Proposed Rate Increase by Sacramento County Solid Waste.

The notice from Sacramento County Solid Waste proposes details of a rate increase. If the District takes action to “protest” the proposed rate increase, the protest must be received by Sacramento County by December 8, 2020.

It was moved by Director Harris and seconded by Director Gifford to appoint the GM to submit the necessary paperwork on behalf of the District to protest the Sacramento County Solid Waste proposed rate increase. Directors Reisig, Harris, Gifford and Green voted yes. Director Ridilla voted no. The motion carried with roll call vote of 4-1-0.

4.8 Authorize 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

The Board took no action on this item.

5. INFORMATION ITEMS

5.1. DISTRICT ACTIVITY REPORT

- 5.1.1. Water Operations - Report provided.
- 5.1.2. Conservation - No report due to computer issues.
- 5.1.3 Completed and Pending Items Report- Report provided.

5.2. BOARD REPORTS

- 5.2.1. Report any ad hoc committees dissolved by requirements in Policy 2.01.065
- 5.2.2. Sacramento Groundwater Authority – Harris, Reisig. No meeting.
- 5.2.3. Sacramento Groundwater Authority (with RWA and SCGA) 3x3- Reisig- Minutes provided.
- 5.2.4 Executive Committee – Green, Reisig - Minutes provided.
- 5.2.4. ACWA/JPIA – Ridilla - No Report

6. PUBLIC COMMENT PRIOR TO CLOSED SESSION- No public comment.

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure of litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case).

8. RECONVENE IN OPEN SESSION

- 8.1 Announce any reportable actions authorized in closed session.

The Board took no action out of Closed Session.

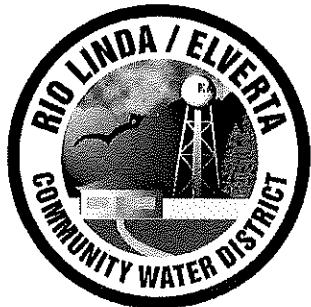
9. DIRECTORS’ AND GENERAL MANAGER COMMENTS – No Comments.

10. ADJOURNMENT

Director Green adjourned the meeting at 8:29 p.m.
Respectfully submitted,

Timothy R. Shaw, Secretary

Jason Green, President of the Board



**Consent Calendar
Agenda Item: 4.2**

Date: December 21, 2020

Subject: Expenditures

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Expenditures for the month of October 2020.

Current Background and Justification:

These expenditures have been completed since the last regular meeting of the Board of Directors. The Executive Committee review of the Expenditures Report identified an error in the reported amount of the monthly Capital Improvements Account (CIP) internal transfer. The error, caused by a transposition of digits during data entry, was corrected in a recent (12/17/2020) internal transfer

Conclusion:

I recommend the Board approve the Expenditures for October 2020.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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

**Rio Linda Elverta Community Water District
Expenditure Report
October 2020**

| Type | Date | Num | Name | Memo | Amount |
|-----------------|------------|------|--|--|-----------|
| Liability Check | 10/07/2020 | EFT | QuickBooks Payroll Service | For PP Ending 10/03/20 Pay date 10/8/20 | 17,802.26 |
| Liability Check | 10/08/2020 | EFT | CalPERS | For PP Ending 10/03/20 Pay date 10/8/20 | 2,852.32 |
| Liability Check | 10/08/2020 | EFT | CalPERS | For PP Ending 10/03/20 Pay date 10/8/20 | 1,106.49 |
| Liability Check | 10/08/2020 | EFT | Internal Revenue Service | Employment Taxes | 6,914.30 |
| Liability Check | 10/08/2020 | EFT | Employment Development | Employment Taxes | 1,340.09 |
| Liability Check | 10/08/2020 | EFT | Empower | Deferred Compensation Plan: Employer & Employee Share | 2,806.03 |
| Bill Pmt -Check | 10/08/2020 | EFT | Adept Solutions | Computer Maintenance | 1,333.00 |
| Bill Pmt -Check | 10/08/2020 | EFT | Comcast | Phone/Internet | 236.06 |
| Bill Pmt -Check | 10/08/2020 | EFT | PG&E | Utilities | 49.22 |
| Bill Pmt -Check | 10/08/2020 | EFT | Republic Services | Utilities | 84.24 |
| Bill Pmt -Check | 10/08/2020 | EFT | Umpqua Bank CC | Computer, Const Eq Maint, Postage, Printing, Staff Training, Uni | 1,638.33 |
| Transfer | 10/08/2020 | EFT | RLECWD | Umpqua Bank Monthly Debt Service Transfer | 16,500.00 |
| Check | 10/08/2020 | 1434 | Sacramento County Clerk/Recorder | Lein Fees | 180.00 |
| Bill Pmt -Check | 10/08/2020 | 1435 | ABS Direct | Printing | 844.75 |
| Bill Pmt -Check | 10/08/2020 | 1436 | Association of California Water Agencies | 2021 Membership Dues | 9,735.00 |
| Bill Pmt -Check | 10/08/2020 | 1437 | ACWA/JPIA Powers Insurance Authority | Auto & General Liability Insurance 10/1/20-9/30/21 | 24,367.57 |
| Bill Pmt -Check | 10/08/2020 | 1438 | ACWA/JPIA Powers Insurance Authority | EAP | 25.70 |
| Bill Pmt -Check | 10/08/2020 | 1439 | Elk Grove Security Systems | Security | 84.00 |
| Bill Pmt -Check | 10/08/2020 | 1440 | Fechter & Company CPA | Auditor Fees | 1,176.00 |
| Bill Pmt -Check | 10/08/2020 | 1441 | Intermedia.net | Phone/Internet | 93.45 |
| Bill Pmt -Check | 10/08/2020 | 1442 | Phelan, Michael | Retiree Insurance Reimbursement | 3,150.00 |
| Bill Pmt -Check | 10/08/2020 | 1443 | Rio Linda Elverta Recreation & Park | Meeting Fee | 50.00 |
| Bill Pmt -Check | 10/08/2020 | 1444 | Rio Linda Hardware & Building Supply | Shop Supplies | 178.66 |
| Bill Pmt -Check | 10/08/2020 | 1445 | Sacramento Local Agency Formation Com | Permit | 460.00 |
| Bill Pmt -Check | 10/08/2020 | 1446 | Sierra Chemical Company | Chemical Supplies | 861.30 |
| Bill Pmt -Check | 10/08/2020 | 1447 | SMUD | Utilities | 23,258.95 |
| Bill Pmt -Check | 10/08/2020 | 1448 | State Water Resources Control Board | License | 90.00 |
| Bill Pmt -Check | 10/08/2020 | 1449 | Tesco Controls | Field IT | 4,511.75 |
| Bill Pmt -Check | 10/08/2020 | 1450 | TF Network Solutions | Building R&M-Phone System Maintenance | 1,005.00 |
| Bill Pmt -Check | 10/08/2020 | 1451 | UniFirst Corporation | Uniforms | 233.32 |
| Bill Pmt -Check | 10/08/2020 | 1452 | USA Bluebook | Safety, Distribution, Treatment | 1,577.68 |
| Bill Pmt -Check | 10/08/2020 | 1453 | Vanguard Cleaning Systems | Janitorial | 195.00 |
| Bill Pmt -Check | 10/08/2020 | 1454 | GM Construction & Developers | Capital Improvement: Service Replacement | 9,114.98 |
| Bill Pmt -Check | 10/15/2020 | EFT | WageWorks | FSA Administration Fee | 76.25 |
| Bill Pmt -Check | 10/17/2020 | EFT | ARCO | Transportation Fuel | 594.80 |
| Liability Check | 10/21/2020 | EFT | QuickBooks Payroll Service | For PP Ending 10/17/20 Pay date 10/22/20 | 18,032.15 |
| Liability Check | 10/22/2020 | EFT | CalPERS | For PP Ending 10/17/20 Pay date 10/22/20 | 2,856.53 |
| Liability Check | 10/22/2020 | EFT | CalPERS | For PP Ending 10/17/20 Pay date 10/22/20 | 1,106.49 |
| Liability Check | 10/22/2020 | EFT | Internal Revenue Service | Employment Taxes | 6,941.68 |
| Liability Check | 10/22/2020 | EFT | Employment Development | Employment Taxes | 1,380.99 |
| Check | 10/22/2020 | EFT | Adept Solutions | Computer Maintenance | 308.13 |
| Liability Check | 10/22/2020 | EFT | Empower | Deferred Compensation Plan: Employer & Employee Share | 1,415.37 |
| Liability Check | 10/22/2020 | EFT | Kaiser Permanente | Health Insurance | 2,271.32 |



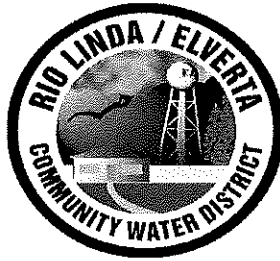
**Rio Linda Elverta Community Water District
Expenditure Report
October 2020**

| Type | Date | Num | Name | Memo | Amount |
|---|------------|------|--|--|-------------------|
| Liability Check | 10/22/2020 | EFT | Principal | Dental & Vision Insurance | 1,495.53 |
| Liability Check | 10/22/2020 | EFT | Western Health Advantage | Health Insurance | 9,491.61 |
| Liability Check | 10/22/2020 | EFT | Verizon | Field Communication, Field IT | 452.69 |
| Bill Pmt -Check | 10/22/2020 | EFT | Voyager Fleet Commander | Transportation Fuel | 254.83 |
| Check | 10/22/2020 | EFT | RLECWD - Capital Improvement | Current Monthly Transfer | 45,750.00 |
| Check | 10/22/2020 | EFT | RLECWD - SURCHARGE ACCOUNT 1 | Bi-monthly Transfer | 87,641.65 |
| Check | 10/22/2020 | EFT | RLECWD - SURCHARGE ACCOUNT 2 | Bi-monthly Transfer | 72,992.83 |
| Liability Check | 10/22/2020 | 1455 | Teamsters Local | Union Dues-Employee Paid | 777.00 |
| Check | 10/22/2020 | 1456 | Customer | Final Bill Refund | 89.22 |
| Check | 10/22/2020 | 1457 | Customer | Final Bill Refund | 85.80 |
| Check | 10/22/2020 | 1458 | Customer | Project Inspection Deposit Refund | 1,325.00 |
| Check | 10/22/2020 | 1459 | Customer | Hydrant Deposit Refund | 960.00 |
| Bill Pmt -Check | 10/22/2020 | 1460 | Barnett Heating & Air | Pumping Maintenance | 2,641.00 |
| Bill Pmt -Check | 10/22/2020 | 1461 | BSK Associates | Lab Fees | 635.00 |
| Bill Pmt -Check | 10/22/2020 | 1462 | Buckmaster Office Solutions | Office Equipment Expense | 62.46 |
| Bill Pmt -Check | 10/22/2020 | 1463 | California Rural Water Association | Membership Dues | 1,367.00 |
| Bill Pmt -Check | 10/22/2020 | 1464 | California Special Districts Association | Membership Dues | 7,253.00 |
| Bill Pmt -Check | 10/22/2020 | 1465 | Central Valley Engineering & Asphalt | Paving Repairs | 14,925.00 |
| Bill Pmt -Check | 10/22/2020 | 1466 | Churchwell White | Legal Fees | 604.20 |
| Bill Pmt -Check | 10/22/2020 | 1467 | CoreLogic Solutions | Metro Scan | 134.75 |
| Bill Pmt -Check | 10/22/2020 | 1468 | DirectHit Pest Control | Building Maintenance | 75.00 |
| Bill Pmt -Check | 10/22/2020 | 1469 | EKI Environment & Water | Engineering | 5,000.00 |
| Bill Pmt -Check | 10/22/2020 | 1470 | Energy Systems | Pumping Maintenance | 5,574.88 |
| Bill Pmt -Check | 10/22/2020 | 1471 | ICONIX Waterworks | Distribution Supplies | 1,548.38 |
| Bill Pmt -Check | 10/22/2020 | 1472 | RCI Plumbing | Building Maintenance | 110.00 |
| Bill Pmt -Check | 10/22/2020 | 1473 | Sacramento Suburban Water District | Regional Collaboration Project | 444.20 |
| Bill Pmt -Check | 10/22/2020 | 1474 | Sierra Chemical Company | Chemical Supplies | 1,349.32 |
| Bill Pmt -Check | 10/22/2020 | 1475 | Spok, Inc | Field Communication | 15.31 |
| Bill Pmt -Check | 10/22/2020 | 1476 | USA BlueBook | Safety | 46.42 |
| Bill Pmt -Check | 10/22/2020 | 1477 | Ferguson Enterprises | Capital Improvement: Small Meter Replacement | 4,848.75 |
| Bill Pmt -Check | 10/22/2020 | 1478 | Metron-Farnier | Capital Improvement: Small Meter Replacement | 1,633.44 |
| Total 10000 - Bank - Operating Account | | | | | 438,423.43 |

**Rio Linda Elverta Community Water District
Expenditure Report
October 2020**

| Type | Date | Num | Payee | Memo | Amount |
|--|------------|-----|--------|--|----------------------------|
| Transfer | 10/08/2020 | EFT | RLECWD | CIP Expense Transfer: Refer to operating check numbers: 1454 | 9,114.98 |
| Transfer | 10/08/2020 | EFT | RLECWD | Transfer to new Future Capital Imp Projects account | 1,396,531.75 |
| Transfer | 10/22/2020 | EFT | RLECWD | CIP Expense Transfer: Refer to operating check numbers: 1477 & 1478 & \$360 over to be corrected in a future period. | 6,842.19 |
| 10475 - Capital Improvement-Umpqua Bank | | | | | <u>1,412,488.92</u> |





**Consent Calendar
Agenda Item: 4.3**

Date: December 21, 2020

Subject: Financial Reports

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee recommends approval of the Districts Financial Reports for the month of October 2020.

Current Background and Justification:

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

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

Conclusion:

I recommend the Board approve the Financial Reports for October 2020.

Board Action / Motion

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

Rio Linda Elverta Community Water District

Balance Sheet

As of October 31, 2020

11

ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 771,696.38

Total 10000 · Operating Account 771,696.38

10475 · Capital Improvement

10480 · General 211,331.21

10485 · Vehicle Replacement Reserve 15,000.00

Total 10450 · Capital Improvement 226,331.21

10490 · Future Capital Imp Projects 1,396,609.75

Total 100 · Cash & Cash Equivalents 2,394,637.34

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 525,115.83

10300 · Surcharge 1 Account 838,433.98

10350 · Umpqua Bank Debt Service 103,711.59

10380 · Surcharge 2 Account 210,841.46

10385 · OpusBank Checking 2,221,080.26

Total 102.2 · Restricted for Debt Service 3,899,183.12

102.4 · Restricted Other Purposes

10600 · LAIF Account 319,931.23

10650 · Operating Reserve Fund 301,675.82

Total 102.4 · Restricted Other Purposes 621,607.05

Total 102 · Restricted Assets 4,520,790.17

Total Checking/Savings 6,915,427.51

Accounts Receivable 505,120.00

Other Current Assets

12000 · Water Utility Receivable 116,356.19

12200 · Accrued Revenue 150,000.00

12250 · Accrued Interest Receivable 2,013.77

15000 · Inventory Asset 68,727.94

16000 · Prepaid Expense 101,170.77

Total Other Current Assets 943,388.67

Total Current Assets 7,858,816.18

Fixed Assets

17000 · General Plant Assets 709,029.25

17100 · Water System Facilities 21,063,702.67

17300 · Intangible Assets 373,043.42

17500 · Accum Depreciation & Amort -9,894,836.59

18000 · Construction in Progress 2,498,738.27

18100 · Land 576,673.45

Total Fixed Assets 15,326,350.47

Other Assets

19000 · Deferred Outflows 227,638.00

19900 · Suspense Account 0.00

Total Other Assets 227,638.00

TOTAL ASSETS 23,412,804.65

Rio Linda Elverta Community Water District

Balance Sheet

As of October 31, 2020

LIABILITIES & EQUITY

| Liabilities | |
|---|-----------------------------|
| Current Liabilities | |
| Accounts Payable | 29,096.11 |
| Credit Cards | 60.00 |
| Other Current Liabilities | 836,591.05 |
| Total Current Liabilities | <u>865,747.16</u> |
| Long Term Liabilities | |
| 23000 · OPEB Liability | 115,693.00 |
| 23500 · Lease Buy-Back | 656,542.27 |
| 25000 · Surcharge 1 Loan | 3,833,912.47 |
| 25050 · Surcharge 2 Loan | 2,790,040.16 |
| 26000 · Water Rev Refunding | 1,806,855.00 |
| 27000 · Community Business Bank | 244,415.94 |
| 29000 · Net Pension Liability | 1,055,771.00 |
| 29500 · Deferred Inflows-Pension | 20,431.00 |
| 29600 · Deferred Inflows-OPEB | 82,332.00 |
| Total Long Term Liabilities | <u>10,605,992.84</u> |
| Total Liabilities | <u>11,471,740.00</u> |
| Equity | |
| 31500 · Invested in Capital Assets, Net | 8,842,880.46 |
| 32000 · Restricted for Debt Service | 705,225.24 |
| 38000 · Unrestricted Equity | 2,121,845.12 |
| Net Income | 271,113.83 |
| Total Equity | <u>11,941,064.65</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>23,412,804.65</u></u> |

Accrual Basis

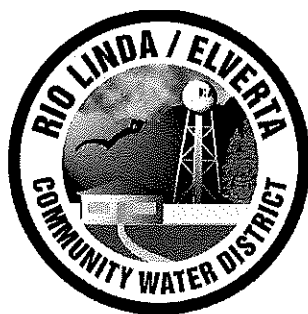
**Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of October 31, 2020**

| | <u>Annual Budget</u> | <u>Oct 20</u> | <u>Jul-Oct 20</u> | <u>% of Annual Budget</u> | <u>YTD Annual Budget Balance</u> |
|--|----------------------|-------------------|-------------------|---------------------------|----------------------------------|
| Ordinary Income/Expense | | | | | |
| Income | | | | | |
| Total 40000 · Operating Revenue | 2,719,575.00 | 156,792.24 | 892,649.31 | 32.82% | 1,826,925.69 |
| 41000 · Nonoperating Revenue | | | | | |
| 41110 · Investment Revenue | | | | | |
| 41112 · Interest Revenue | 400.00 | 29.27 | 75.59 | 18.90% | 324.41 |
| Surcharg Total 41110 · Investment Revenue | 400.00 | 29.27 | 75.59 | 18.90% | 324.41 |
| 41120 · Property Tax | 88,500.00 | 0.00 | 2,418.40 | 2.73% | 86,081.60 |
| Total 41000 · Nonoperating Revenue | 88,900.00 | 29.27 | 2,493.99 | 2.81% | 86,406.01 |
| Total Income | <u>2,808,475.00</u> | <u>156,821.51</u> | <u>895,143.30</u> | <u>31.87%</u> | <u>1,913,331.70</u> |
| Gross Income | 2,808,475.00 | 156,821.51 | 895,143.30 | 31.87% | 1,913,331.70 |
| Expense | | | | | |
| 60000 · Operating Expenses | | | | | |
| 60010 · Professional Fees | 135,000.00 | 7,224.40 | 40,988.06 | 30.36% | 94,011.94 |
| 60100 · Personnel Services | | | | | |
| 60110 · Salaries & Wages | 729,867.00 | 53,987.69 | 215,485.66 | 29.52% | 514,381.34 |
| 60150 · Employee Benefits & Expense | 489,145.00 | 30,788.78 | 125,864.05 | 25.73% | 363,280.95 |
| Total 60100 · Personnel Services | <u>1,219,012.00</u> | <u>84,776.47</u> | <u>341,349.71</u> | <u>28.00%</u> | <u>877,662.29</u> |
| 60200 · Administration | 205,010.00 | 17,844.21 | 84,333.99 | 41.14% | 120,676.01 |
| 64000 · Conservation | 300.00 | 0.00 | 0.00 | 0.00% | 300.00 |
| 65000 · Field Operations | 436,400.00 | 58,726.45 | 150,474.28 | 34.48% | 285,925.72 |
| Total 60000 · Operating Expenses | <u>1,995,722.00</u> | <u>168,571.53</u> | <u>617,146.04</u> | <u>30.92%</u> | <u>1,378,575.96</u> |
| 69000 · Non-Operating Expenses | | | | | |
| 69010 · Debt Service | | | | | |
| 69100 · Revenue Bond | | | | | |
| 69105 · Principle | 145,736.00 | 0.00 | 0.00 | 0.00% | 145,736.00 |
| 69110 · Interest | 57,490.00 | 0.00 | 0.00 | 0.00% | 57,490.00 |
| Total 69100 · Revenue Bond | <u>203,226.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00%</u> | <u>203,226.00</u> |
| 69125 · AMI Meter Loan | | | | | |
| 69130 · Principle | 48,281.00 | 0.00 | 24,703.02 | 51.17% | 23,577.98 |
| 69135 · Interest | 10,233.00 | 0.00 | 4,553.94 | 44.50% | 5,679.06 |
| Total 69125 · AMI Meter Loan | <u>58,514.00</u> | <u>0.00</u> | <u>29,256.96</u> | <u>50.00%</u> | <u>29,257.04</u> |
| Total 69010 · Debt Service | <u>261,740.00</u> | <u>0.00</u> | <u>29,256.96</u> | <u>11.18%</u> | <u>232,483.04</u> |
| 69400 · Other Non-Operating Expense | 2,000.00 | 0.00 | 0.00 | 0.00% | 2,000.00 |
| Total 69000 · Non-Operating Expenses | <u>263,740.00</u> | <u>0.00</u> | <u>29,256.96</u> | <u>11.09%</u> | <u>234,483.04</u> |
| Total Expense | <u>2,259,462.00</u> | <u>168,571.53</u> | <u>646,403.00</u> | <u>28.61%</u> | <u>1,613,059.00</u> |
| Net Ordinary Income | <u>549,013.00</u> | <u>-11,750.02</u> | <u>248,740.30</u> | | |
| Net Income | <u>549,013.00</u> | <u>-11,750.02</u> | <u>248,740.30</u> | | |

Accrual Basis

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

| | GENERAL | | VEHICLE REPLACEMENT | | FUTURE CAPITAL IMPROVEMENT PROJECTS | |
|--|-------------------|------------------|---------------------|------------|-------------------------------------|--------------|
| | Annual Budget | YTD Actual | Annual Budget | YTD Actual | Annual Budget | YTD Actual |
| FUNDING SOURCES | | | | | | |
| Fund Transfers | | | | | | |
| Operating Fund Transfers In | 549,013.00 | 183,000.00 | - | - | - | - |
| CIP Fund Intrafund Transfers | (456,670.00) | - | 75,000.00 | - | 381,670.00 | - |
| Beginning Balance Redistribution | (1,396,338.00) | (1,396,338.00) | - | - | 1,396,338.00 | 1,396,338.00 |
| Surcharge 2 Surplus Repayment | 107,171.00 | - | - | - | - | - |
| Investment Revenue | - | 28.69 | - | - | 3,500.00 | 281.75 |
| PROJECTS | | | | | | |
| A - WATER SUPPLY | | | | | | |
| A-1 - Miscellaneous Pump Replacements | 40,000.00 | - | - | - | - | - |
| Total A - WATER SUPPLY | 40,000.00 | - | - | - | - | - |
| B - WATER DISTRIBUTION | | | | | | |
| B-1 - Service Replacements | 30,000.00 | 9,114.98 | - | - | - | - |
| B-2 - Small Meter Replacements | 120,000.00 | 40,210.47 | - | - | - | - |
| B-3 - Large Meter Replacements | 5,000.00 | - | - | - | - | - |
| Total B - WATER DISTRIBUTION | 155,000.00 | 49,325.45 | - | - | - | - |
| TOTAL BUDGETED PROJECT EXPENDITURES | 195,000.00 | 49,325.45 | - | - | - | - |



**Items for Discussion and Action
Agenda Item: 5.1**

Date: December 21, 2020
Subject: General Manager’s Report
Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A this item is not reviewed by committee.

Current Background and Justification:

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

Conclusion:

No Board action is anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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



Date: December 21, 2020

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: Refining the Request for Proposals et al and interacting with RLECWD Board Members regarding Sacramento Groundwater Authority (SGA) meeting materials dominated the District resources for the reporting period. The regression in Coronavirus pandemic stats and the resumption of restrictions mean we are continuing the staffing models to encourage and support remote working employees and Zoom meetings. The District staffing levels have been detrimentally impacted by Coronavirus.

1. On December 3rd, I met with the Contract District Engineer to review a neighboring agencies RFP process for relevance to a tangible process underway at the District, RFP for pipe replacement.
2. On December 8th, I participated in a meeting hosted by the State Water Resources Control Board regarding reestablishment of a Hexavalent Chromium Maximum Contaminant Level (MCL). This meeting reflects all is going according to plan and schedule for MCL re-adoption.
3. On December 10th, Director Harris, Director Reisig and I participated in the regular meeting of the Sacramento Groundwater Authority (SGA). The meeting duration and my level of participation exceeded my planned levels and precluded participation in a scheduled, registered ACWA Region 4 meeting. The SGA meeting was somewhat contentious regarding discussed plans for increased staffing levels, increased operating costs and potential consolidations with the Sacramento Central Groundwater Authority (SCGA). The 3X3 (SGA, RWA, SCGA) have been regularly meeting as an "advisory committee". However, the California Attorney General guidance document on Brown Act compliance stipulates that committee configurations comprised of Board members from different governing Boards, where the committee has been assigned tasks, is subject to the Brown Act (must post agendas and allow public participation). The SGA Chair impeded my public comments, which were critical of the governance.
4. On December 15th, Director Reisig and I participated in the Water Caucus associated with the efforts to re-establish the Water Forum Agreement. The meeting was quite conceptual in that it nearly forced each attendee to express what the Water Forum mean to each attendee's respective organization.

5. On December 17th, I participated in a Department of Water Resources (DWR) webinar on Urban Water Management Plans water use targets.

Additional items of interest:

I engaged in correspondence with SGA Legal Counsel regarding the District's concerns with lack of Brown Act compliance for 3X3 Committee meetings and the inappropriateness of the SGA Chair's filtering of my public comments critical of the SGA governance. The SGA Legal Counsel's response was substantively off target with respect to differentiations between the Attorney General guidance and the configuration of the 3X3. The SGA Legal Counsel similarly deflected the Chair's inappropriate censorship and seems have ceased further correspondence, citing that he is assigned to respond or not respond by the SGA/RWA Executive Director, Jim Peifer. Similar Brown Act concerns expressed or presumed to be expressed by other RWA/SGA member organizations have resulted in retaliatory actions by Mr. Peifer.

I continued corresponded with the attorney representing Mr. Hyce.



Items for Discussion and Action
Agenda Item: 5.2

Date: December 21, 2020
Subject: District Engineer's Report
Staff Contact: Mike Vasquez, District Engineer

Recommended Committee Action:

N/A this item is not discussed at committees.

Current Background and Justification:

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

Conclusion:

There is no Board action anticipated for this item.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

17 December 2020

DISTRICT ENGINEER'S REPORT

To: Tim Shaw, General Manager, Rio Linda / Elverta Community Water District
From: Mike Vasquez, PE, PLS, Principal (EKI), District Engineer (RL/ECWD)
Subject: District Engineer's Report for the 21 December 2020 Board of Directors Meeting

The District Engineer is pleased to submit this brief update of duties and tasks performed for the period of 12 November 2020 to 17 December 2020:

1. General District Engineering:

- Electric Avenue Development (7 Lots between Cypress Street and Elverta Road): The District is currently waiting for final improvement plans from the developer for signature and approval of the water facilities design.
- Fox Hollow Development (28 lots 6th Street between Q Street and S Street): The District is currently waiting for the developer to pay District plan check and construction inspection fees and for submittal of revised improvement plans.
- 428 West Delano Street Development (5 lots, between El Rio Avenue and Marindell Street): This is the same developer as the Electric Avenue Development. The developer has not submitted improvement plans to the District for review.
- 6515 & 6533 14th Street Development (2 lots, between Elkhorn Boulevard and K Street): The District has responded to the developer with two improvement plan submittal reviews, and is currently waiting for the developer to respond to the latest set of review comments.
- Archway Avenue Extension (2 lots, west of Paladin Way): A developer submitted draft improvement plans for the extension of water main facilities. The District provided comments and is waiting for the developer to resubmit plans.

2. Well 16 Pump Station Construction Project:

- Over the past month, the construction contractor installed onsite paving, coated above ground piping, installed the well motor enclosure, and began installation of electrical components and control panels.
- The "three week look ahead" schedule through 1/8/2021 indicates completion of electrical and control panel installation work. SMUD is scheduled to install the electrical meter during the week of 12/28/2020. The Operations Superintendent and I began to compile a punch list of contractor work items that need correction on 12/11/2020. Performance testing and preliminary start up for the pump station is scheduled the week of 1/4/2021.

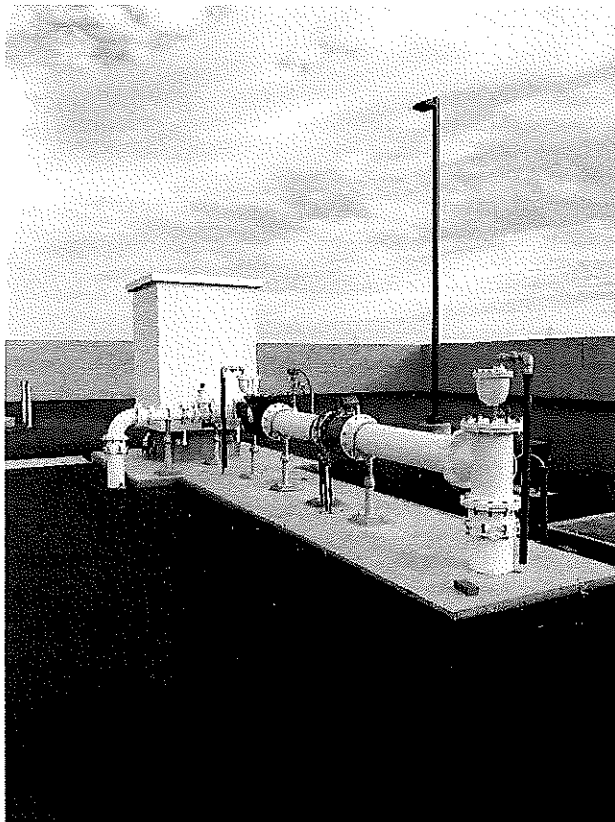
- To date, have responded to 78 contractor submittals.
- To date, have responded to 37 contractor Request for Information letters.
- Continue to perform ongoing and daily construction management services.
- Progress site pictures are as follows:



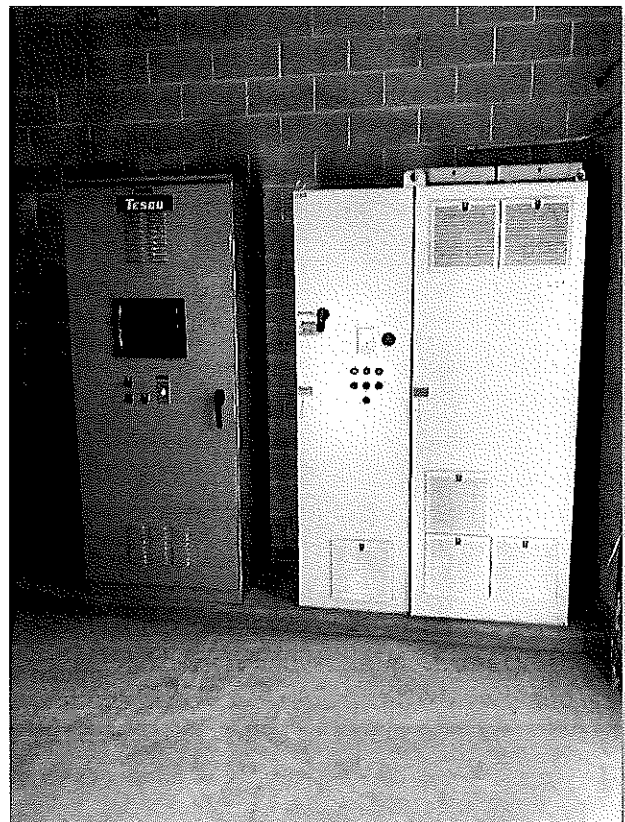
Well 16 site construction progress



Well 16 site paving



Well 16 motor enclosure & pipe coating



Well 16 VFD and controls



Items for Discussion and Action
Agenda Item: 5.3

Date: December 21, 2020

Subject: Annual Capacity Fee Adjustments

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee’s recommendation for Board approval.

Current Background and Justification:

Ordinance 2016-01 stipulates an annual adjustment for the RLECWD capacity fees be implemented on January 1st each year. Adjustment of capacity fees for inflation of construction costs is standard practice and delineated in the Ordinance. The Board needs to review the construction cost index report provided by the Contract District Engineer at the December Board meeting, then authorize the adjustment of capacity fees for inflation via adopting revision 3 to Exhibits in Resolution 2018-03.

Failure to adjust capacity fees is a lapse in the District’s obligation to the existing customers, customers already having paid the capacity fees. Capacity fees directly correlate to the cost of current and future infrastructure. Lapses in the administration of the capacity fee program threaten the viability of the program.

Conclusion:

I recommend the Board approve the adjustment for inflation of construction cost in the capacity fees by adopting Revision 3 to Exhibits 1 and 2 of Resolution 2018-03.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

Ridilla: _____ Harris: _____ Green: _____ Gifford: _____ Reising: _____.

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

RLECWD Agenda Item Checklist

Item 5.3

Date

Initial Potential Meeting Date

12/21/2020

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

Annual Inflation Adjustment of RLECWD Capacity Fees

12/14/2020

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

12/07/2020

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

Formal Legal Counsel Review

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

N/A

GM Review

12/17/2020

Actual Meeting Date Set for Agenda Item

12/21/2020

14 December 2020

TECHNICAL MEMORANDUM

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

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

Subject: **2021 Connection Fee Adjustment
(EKI Project No. B80130.00)**

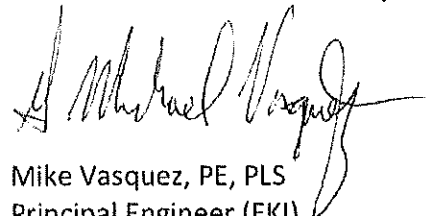
Pursuant to Ordinance No. 2016-01, it is recommended that the Rio Linda/Elverta Community Water District ("District") adjust connection fees by +1.8% in January 2021. The ordinance states: *"The fees in this "EXHIBIT 2" shall increase annually based on the change in Engineering News-Record ("ENR") magazine CCI for California each January 1, beginning January 1, 2017."*

The adjustment percentage was calculated using ENR's Construction Cost Indexes ("CCI"). Ordinance No. 2016-01 uses *"California"* for reference data, and the only two California cities listed in the ENR index are San Francisco and Los Angeles.

The average yearly CCI change from January 2020 to December 2020 was +3.2% for San Francisco and +0.3% for Los Angeles. These two yearly change CCI's were taken from ENR's Cost Indexes by Cities for December 2020. The average of the two is +1.8% and is the recommended connection fee adjustment.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



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

Cap Fees Adjustment Computation Documentation 12-16-2020

Diameter

| Diameter (inches) | Current Cap Fee | 1.8% Increase | 2021 Cap Fee |
|-------------------|-----------------|---------------|--------------|
| 1 | \$14,556.93 | | \$14,818.95 |
| 1 1/2 | \$29,113.87 | | \$29,637.92 |
| 2 | \$46,582.42 | | \$47,420.90 |
| 3 | \$101,898.57 | | \$103,732.74 |
| 4 | \$183,416.97 | | \$186,718.48 |
| 6 | \$407,594.25 | | \$414,930.95 |
| 8 | \$698,733.02 | | \$711,310.21 |

Private Fire Hydrants

| | | |
|---------|-------------|-------------|
| 6 Inch | \$18,790.08 | \$19,128.30 |
| 8 INCH | \$32,211.57 | \$32,791.38 |
| 10 INCH | \$51,001.65 | \$51,919.68 |
| 12 INCH | \$67,107.44 | \$68,315.37 |

Fire Sprinkler Systems

| | | |
|---------|-------------|-------------|
| 1 inch | \$670.80 | \$682.87 |
| 1½ inch | \$1,342.70 | \$1,366.87 |
| 2 inch | \$2,147.21 | \$2,185.86 |
| 3 inch | \$4,697.81 | \$4,782.37 |
| 4 inch | \$8,455.15 | \$8,607.34 |
| 6 inch | \$18,790.08 | \$19,128.30 |
| 8 inch | \$32,211.57 | \$32,791.38 |

EXHIBIT 1

WATER SERVICE CAPACITY FEES

The provisions of Exhibit 1 of Ordinance No. 2016-01 are hereby amended and superseded by the following:

Water Service Capacity Fees

| METER SIZE (IN INCHES) | DEVELOPER FEE |
|---------------------------|---|
| 5/8 | N/A* |
| 3/4 | N/A* |
| 1 | \$14,818.95 |
| 1 1/2 | \$29,637.92 |
| 2 | \$47,420.90 |
| 3 | \$103,732.74 |
| 4 | \$186,718.48 |
| 6 | \$414,930.95 |
| 8 | \$711,310.21 |
| Greater than 8 inches | The fees shall reflect the actual costs of providing service capacity, and shall be approved through an agreement with the Board of Directors |

*Uniform Fire Code requires higher capacity so no less than 1” will be installed.

The above fees shall be charged based on the meter size installed at the service location in accordance with § 4.07.012 (2) of the Water Systems Regulations. In the event an existing service is upsized, the applicant shall pay the difference between the current rate for the existing meter size and the appropriate rate charged for the new meter size.

All Water Service Capacity Fees shall be paid prior to plan approval by the General Manager. Provided, however, commercial or industrial projects and residential projects or subdivisions involving more than four (4) units may be phased in accordance with an agreement approved by the Board of Directors. Water service will not be turned on prior to the receipt of the fees and the fee charged shall be that which is in effect at the time of receipt of payment by District.

The fees in this “EXHIBIT 1” shall increase annually based on the change in Engineering News Record (“ENR”) magazine Construction Cost Index (“CCI”) for California each January 1, beginning January 1, 2017.

EXHIBIT 2

FIRE PROTECTION FACILITIES FEES

The provisions of Exhibit 2 of Ordinance No. 2016-01 are hereby amended and superseded by the following:

Fire Protection Capacity Fees

| PRIVATE FIRE HYDRANTS | SPRINKLER SYSTEM LINES |
|---|--|
| 6 INCH (minimum) - \$19,128.30 | 1 inch (minimum) - \$682.87 |
| 8 INCH - \$32,791.38 | 1½ inch - \$1,366.87 |
| 10 INCH - \$51,919.68 | 2 inch - \$2,185.86 |
| 12 INCH - \$68,315.37 | 3 inch - \$4,782.37 |
| GREATER THAN 12 INCH – The fees shall be relative to the charges above and increase in proportion to the size of the pipe. The fee shall be approved through an agreement with the Board of Directors. | 4 inch - \$8,607.34 |
| Penalty for Unauthorized Use of Fire Lines | 6 inch - \$19,128.30 |
| | 8 inch - \$32,791.38 |
| Use of fire lines for purposes other than fire suppression, system testing or system repair shall constitute unauthorized use. Such unauthorized use shall be subject to a \$105.00 fee. Any subsequent violations shall be subject to a \$165.00 Fee and the water shall be turned-off until brought into compliance. | Greater than 8 inch – The fees shall be relative to the charges above and increase in proportion to the size of the pipe. The fee shall be approved through an agreement with the Board of Directors. |
| Fire Protection Facilities Flat Rate Charge | \$4.12 Bi-monthly for 1.5-inch service. \$10.00 per diameter inch for 2-inch and above service diameters – Bi-monthly |

The fees above shall be for dedicated fire service only. No other use is allowed on these water lines. In the event the private fire protection facilities are used for other purposes, the normal “Water Service Capacity” fee shall apply. Applicants shall be required to install meters and/or detector check valves and backflow devices to the satisfaction of the General Manager on all fire protection facilities. Minimum pipe sizes as indicated above shall be enforced.

Installation of Fire Protection Facilities shall be in accordance with Chapter 4.21 of the Water System Regulations as amended by Resolution No. 2002-01-01.



Items for Discussion and Action

Agenda Item: 5.4

Date: December 21, 2020

Subject: RFP for Annual Pipe Replacement Project

Staff Contact: Timothy R. Shaw, General Manager, and Mike Vasquez, PE, PLS, District Engineer

Recommended Committee Action:

The Executive Committee forwarded an item onto the December 21, 2020 Board agenda to allow Board consideration to approve the Request for Proposals (RFP) and to direct staff to solicit responses to the RFP from contractors to perform construction services for the 2020/2021 fiscal year Annual Pipe Replacement Project.

Current Background and Justification:

The Executive Committee received a recommendation from the District Engineer to consider the Annual Pipe Replacement Project RFP at the 12/21/2021 Board meeting. The draft RFP was not reviewed at the 12/7/2020 Executive Committee meeting, therefore committee recommendation for Board approval is inappropriate. Nevertheless, it would be appropriate for the Board to review the draft RFP and approve the document if the Board deems it acceptable. The draft RFP is included with your Board packets.

Approval of the RFP enables the District to solicit responses for construction services for the Annual Pipe Replacement Project as referenced in the District's Capital Improvement Program (CIP) projects list.

Conclusion:

We recommend the Board approve the RFP for Annual Pipe Replacement Project construction services, and further recommend the Board direct staff to solicit responses to the RFP.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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

RLECWD Agenda Item Checklist

Item 5.4

Date

Initial Potential Meeting Date12/21/2020

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

**Consider Approving a Request for Proposals (RFP) for Services to Replace Specified Portions of
Distribution System Piping, and Further Authorize Solicitation for Responses**

12/17/2020**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 Work12/07/2020

Review by appropriate Executive 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 Review12/17/2020**Actual Meeting Date Set for Agenda Item**12/21/2020



**RIO LINDA / ELVERTA COMMUNITY
WATER DISTRICT**

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

REQUEST FOR PROPOSALS (RFP)

For Construction of the:

**2020/2021 CIP PIPELINE REPLACEMENT
PROJECT:
DRY CREEK ROAD (NORTH)**

December 21, 2020

RESPONSES DUE:

January 26, 2021
2:00 PM

CONTACT:

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

1. Introduction

The Rio Linda / Elverta Community Water District (District) Board of Directors has adopted a Capital Improvement Program (CIP) that includes annual replacement of approximately 1,100 feet of water main pipeline. The District is now soliciting proposals from qualified construction firms for the construction and installation of the water main and all associated appurtenances and service for conveyance of potable water.

2. Background/Overview

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

The work to be performed under this RFP includes the furnishing of all labor, materials, tools, and equipment necessary for the completion of the 2020/2021 CIP Pipeline Replacement Project – Dry Creek Road (North). The work generally consists of the performance, construction, and installation of the following:

- Piping and Appurtenances
- Abandonment of Existing Water Facilities
- Flushing, Pressure Testing, and Disinfection

The proposed waterline will replace the use of the existing waterline in Dry Creek Road. The existing waterline will be abandoned in place. This RFP is intended to obtain an approach and cost from contractors to install a potable water pipeline as intended in the Project Plan (Exhibit A). Only the amount of waterline actually installed will be compensated.

3. Proposal Schedule

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

Schedule of Events:

| | |
|---------------------------------|------------|
| Publicly advertise the Project: | 12/23/2020 |
| Responses Due: | 1/26/2021 |
| Contract Award: | 2/26/2021 |
| Notice to Proceed: | 3/15/2021 |

The target date for final acceptance of construction in June 25, 2021. Contractor shall pay to the District liquated damages in the amount of \$500.00 per day for each calendar day after the date of Final Acceptance (pursuant the agreed upon schedule) for which the contractor has not received Final Acceptance.

4. Pre-Proposal Conference

A pre-proposal conference via Zoom has been scheduled for January 12, 2021 at 10:00 AM at:

<https://zoom.us/j/98181577902?pwd=WGpvVFF5RIN5SINIV21KV1pWMCsyZz09>

Meeting ID: 981 8157 7902

Passcode: 640123

By phone: 408-638-0968

It is highly encouraged that each prospective responder review the RFP, associated documents, and inspect the project location prior to the pre-proposal conference.

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

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

5. Scope of Services

The Contractor selected for this project will be required to provide the labor, equipment and materials to complete the scope of work as shown on the Project Plan (Exhibit A) for this project as described below:

- a. Installation of Piping and Appurtenances
- b. Flushing, Pressure Testing, and Disinfection
- c. Construction Staking
- d. Traffic Control
- e. SWPPP
- f. Abandonment of Existing Water Facilities
- g. The Contractor shall perform all work pursuant to the Project Plan (Exhibit A), and pursuant to the Rio Linda / Elverta Community Water District and Sacramento County Construction Standards.

The proposed waterline will replace the use of the existing waterline in Dry Creek Road. The existing waterline will be abandoned in place.

6. Required Submittals for Proposals

Hard copies of proposals are to be submitted no later than 2:00 pm on Tuesday, January 22, 2019 to:

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

The proposer is requested to submit three (3) hard copies and one (1) electronic copy (in PDF on CD, flash drive, or other electronic media) of the proposal that contains the items listed in the following section.

In light of the COVID-19 pandemic, electronic submittals in PDF format will be accepted via email transmittal as an alternative to hard copies and electronic media devices. If utilizing the email submittal method, the proposer is requested to submit the proposal response and cost estimate in separate attachments to the email.

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

7. Proposal Requirements

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

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably. The entire content of the proposal is limited to 6 pages (12 point font), excluding any appendices. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

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

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

The proposal submitted in response to this RFP shall include:

Cover Letter (1 Page)

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

- Title of this RFP.
- Name and Mailing Address of Construction Firm (include physical location if mailing address is a PO Box).
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement committing personnel identified in the proposal to support the District when requested by the District.
- A statement that the submitting Contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number)
- Statement of acceptance or objections to terms and conditions of the District's Construction Services Agreement (Exhibit C). If there are any comments on the terms and conditions, alternative language shall be included for consideration by the District.
- A statement that the Contractor will meet the insurance requirements stated in the attached Sample Agreement (Exhibit C).
- Statement of no conflict of interest if awarded this contract or how any potential conflicts will be addressed.

Qualifications (up to 2 Pages)

A statement of the firm's qualifications and ability to commit adequate resources to perform the scope of services and successfully complete the project in a timely manner. Identify any sub-Contractors

Award of this contract requires a valid California Contractor's Class A – General Engineering license.

Requirements: Contractor/subcontractor(s) shall meet the following requirements:

- Possess current licenses and insurance as required in the specifications
- Contractor's license shall not have been revoked at any time in the last ten (10) years
- No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
- Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the proposing or performance of a government contract
- Any other qualifications requirements included in contract documents

The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of potable water pipeline improvements. The required experience includes the following:

- The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 1,000 lineal feet of potable water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.

The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:

- Project name
- Contract/subcontract cost
- Construction time in months
- Owner's representative
- Owner's representative's telephone number
- Date of substantial completion

Project Approach (up to 2 Pages)

Provide a detailed discussion of the Contractor's approach towards the successful and timely completion of the scope described above. Identify any critical issues or potential problems and discuss how your firm will address them. Include a description of all work that will be subcontracted to others.

Also, include your expectations of work to be performed by District staff. The proposer is highly encouraged to propose an approach to complete the project in the most efficient way possible, potentially utilizing the experience of District staff in such ways that are beneficial to both the contractor and District operation and maintenance staff. Approaches utilizing a partnering strategy with District operation and maintenance staff to perform the work are highly desirable.

Schedule (1 Page)

Provide a proposed work schedule to accomplish all of the required tasks within the desired timeline.

Proposed Budget and Rate Schedule, SUBMITTED IN A SEPARATE, SEALED ENVELOPE

In a separate sealed envelope: Provide a cost estimate pursuant to Construction Cost Form (Exhibit B) on a task-by-task basis. The budget for the project must be presented as not-to-exceed, with all overhead/expenses included in the estimated costs. If transmitted via email, the District acknowledges not to view the cost proposal until after a respondent is deemed the most qualified.

It is expected that the cost estimate will remain in effect for the duration of the Agreement. If the District is unable to negotiate a construction services agreement with

the most qualified respondent, and/or finds the budget unreasonable for the needs of the District, the District will terminate discussions with the most qualified respondent and begin discussions with the second most qualified respondent and so on until a construction services agreement is executed with a reasonable budget meeting the District's needs.

Appendices

Include any appendices with any item the proposer feels to be relevant to the RFP submittal.

8. Pertinent Information

Addenda and Supplements

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

Proposal Costs

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

Use of Proposal Ideas

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

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

Bonds

The successful proposer shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the Rio Linda / Elverta Community Water District, each for not less than one hundred percent (100%) of the contract price.

Pursuant to the California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the Rio Linda / Elverta Community Water District to ensure performance under this contract.

Claims

Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

Pursuant to Public Contract Code section 9204, all contracts entered into after January 1, 2017 must abide by the contract claims process described in this section and resolved in accordance to this section as summarized below:

- **District Review of Claim.** Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.
- **Meet and Confer Conference.** If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.
- **Non-Binding Mediation.** Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
- **Interest.** Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.
- **The foregoing is a summary of section 9204.** In the event of any conflict between the summary and section 9204, the statute will govern.

Labor Compliance

To be qualified to propose on this Project, proposers must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the California Labor Code. All subcontractors listed in a qualified proposal as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

The District affirmatively identifies this Project as a "public works project" as that term is defined by Labor Code Section 1720. Therefore, the Project is subject to prevailing wage requirements under Labor Code Section 1771. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements,

maintenance of payroll records, posting of wages at the job site, and prohibitions against discrimination. The prevailing wage rates may be obtained on the internet at: <https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>. The prevailing wage rates obtained from the internet link are hereby incorporated in this Contract and made a part hereof.

No contractor or subcontractor may be listed on a proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for proposal purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

9. Proposal Evaluations

The proposals will be reviewed and evaluated by District staff. The District does not anticipate interviews.

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

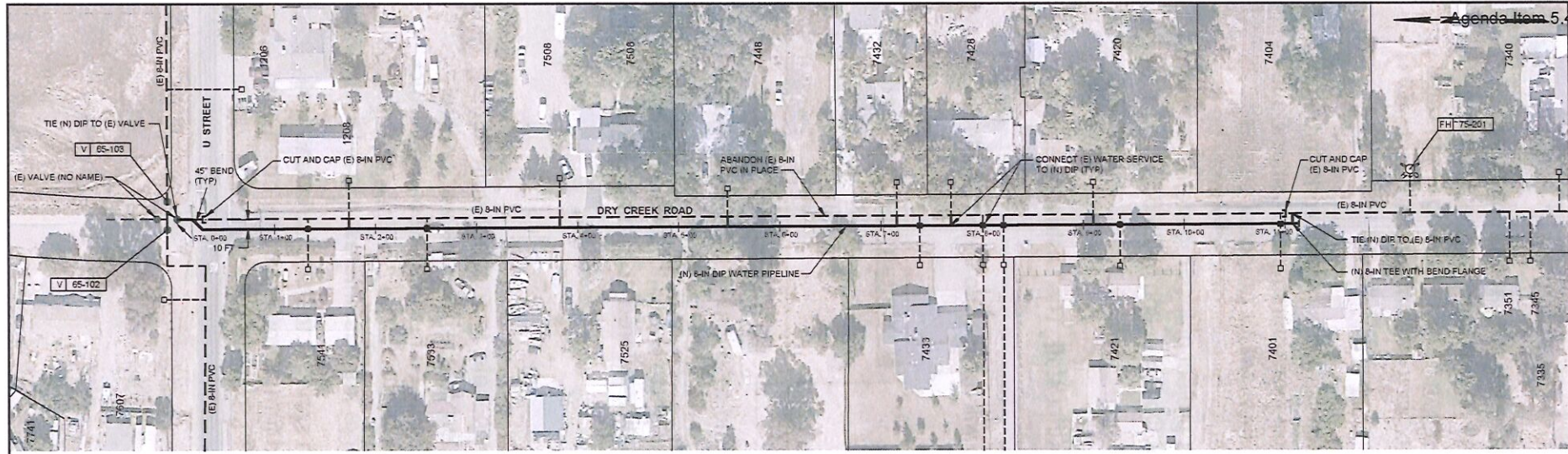
| <u>Evaluation Criteria</u> | <u>Maximum Points Possible</u> |
|-------------------------------|--------------------------------|
| 1. Qualifications | 35 |
| 2. Approach | 50 |
| 3. Schedule | 15 |
| Total Possible Points: | 100 |

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

10. Award of Contract

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

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

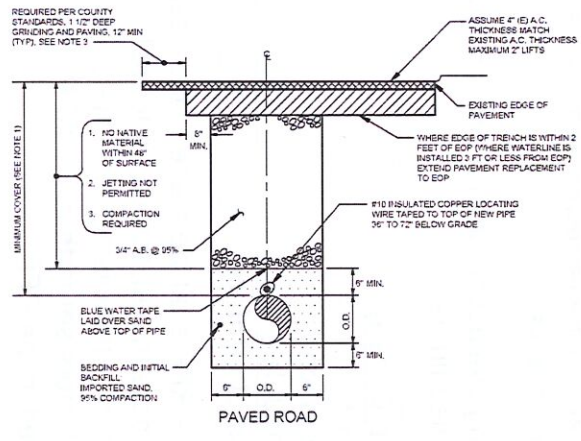


DRY CREEK ROAD WATER PIPELINE LAYOUT



GENERAL NOTES:

1. WORK INCLUDED (BUT NOT LIMITED TO):
 - A. ALL WORK SHALL CONFORM TO THE APPLICABLE LOCAL, STATE AND FEDERAL CODES AND SPECIFICATIONS INCLUDING OSHA.
 - B. EXCAVATIONS SHALL BE CARRIED OUT IN THE DRY AND PROVISIONS SHALL BE MADE TO PREVENT THE BOTTOM OF EXCAVATION FROM FLOODING AT ALL TIMES.
 - C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASSURE JOB SAFETY. LOCAL STATE AND FEDERAL INCLUDING OSHA LAWS AND RULES SHALL BE ENFORCED BY THE CONTRACTOR AT ALL TIMES.
 - D. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) (800) 842-2444, 48 HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL ALSO NOTIFY ALL OTHER UTILITIES NOT IN USA, 48 HOURS PRIOR TO ANY EXCAVATION.
 - E. ALL STRUCTURES AND FACILITIES DAMAGED BY CONTRACTOR SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
2. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE DISTRICT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACTUAL LOCATIONS.
3. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION OF RIO LINDA / FELVERTA COMMUNITY WATER DISTRICT'S STANDARD CONSTRUCTION SPECIFICATIONS.
4. PRIOR TO COMMENCEMENT OF ANY WORK SHOWN ON THESE PLANS LOCATED WITHIN EXISTING RIGHT-OF-WAY OR EASEMENTS, THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM SACRAMENTO COUNTY PLANNING, INSPECTION, AND PERMITTING DEPARTMENT. THE CONTRACTOR WILL BE REQUIRED TO POST A PERFORMANCE BOND AND PROVIDE PROOF OF INSURANCE MAKING THE DISTRICT AS ADDITIONALLY INSURED.
5. THE COMPLETED WATER SYSTEM MUST BE DISINFECTED, HYDRO-TESTED, AND FLUSHED. THE CONTRACTOR SHALL PROVIDE ALL TESTING AND PAY FOR ALL DISTRICT INSPECTION COSTS.
6. PIPELINES SHALL BE INSTALLED ON UNIFORM GRADES TO MINIMIZE HIGH SPOTS AND LOW SPOTS IN THE LINE.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL, TRAFFIC CONTROL AND PAVEMENT CUTTING AND RESTORATION ARE UNDER THE JURISDICTION OF SACRAMENTO COUNTY. A TRAFFIC PLAN SHALL BE SUBMITTED TO THE DISTRICT PRIOR TO SUBMITTING TO SACRAMENTO COUNTY.
8. FOR LOCATIONS WHERE TUNNELING/TRENCHING OCCURS UNDER EXISTING STORM DRAIN PIPE, CONTROL DENSITY BACKFILL SHALL BE USED CONSISTENT WITH SECTION 10-4 OF THE SACRAMENTO COUNTY STANDARD CONSTRUCTION SPECIFICATIONS (SEPTEMBER 2001 REVISED MARCH 2004, REVISED JANUARY 1, 2016).
9. SACRAMENTO COUNTY DEPARTMENT OF WATER RESOURCES REQUIRES A MINIMUM HORIZONTAL SEPARATION OF 36 INCHES AND A MINIMUM VERTICAL SEPARATION OF 18 INCHES FROM NEAREST SIDE OF STORM DRAIN FACILITY. ALL DRAINAGE FACILITIES SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
10. ALL CONSTRUCTION WORK AND INSTALLATION SHALL CONFORM TO THE COUNTY OF SACRAMENTO STANDARD CONSTRUCTION SPECIFICATIONS AND ALL OF ITS DRAWINGS, DATED FEBRUARY 2017. ALL WORK IS SUBJECT TO THE APPROVAL OF THE ENGINEER.
11. FOR ALL TRENCH EXCAVATIONS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM CAL OSHA (424 ARDEN WAY, STE 105, PH 1) (252-2600) PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
12. BASEMAP SOURCE: GOOGLE EARTH PRO, DATE OF IMAGERY 10 MAY 2019.



NOTES:

1. MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 18 INCHES. CONTRACTOR TO PROVIDE ELURPT SEAL COAT FOR HALF WIDTH OF THE ROAD, PLUS A MINIMUM OF 2" ON EACH SIDE OF THE TRENCH OR TO THE EOP (WHERE WATERLINE IS INSTALLED 3 FT OR LESS FROM EOP) PER SACRAMENTO COUNTY STANDARDS.
2. REQUIRED ONLY FOR PAVEMENT BETWEEN THREE AND FIVE YEARS OLD. SEE ENCROACHMENT PERMIT FOR ADDITIONAL INFORMATION.

WATER LINE T-TRENCH DETAIL
 NOT TO SCALE

LEGEND:

- (N) DIP WATER PIPELINE
- (N) WATER SERVICE CONNECTION
- CUT AND CAP
- (E) DISTRIBUTION SYSTEM PIPING
- (E) DISTRIBUTION SYSTEM VALVE
- (E) FIRE HYDRANT
- (E) WATER SERVICE
- V 65-103 (E) VALVE IDENTIFICATION PAGE NUMBER - UNIQUE NUMBER
- FH 75-201 (E) FIRE HYDRANT IDENTIFICATION (PAGE NUMBER - UNIQUE NUMBER)
- 7401 ADDRESS NUMBER

ABBREVIATIONS:

- (E) = EXISTING
- (N) = NEW
- DIP = EDGE OF PAVEMENT
- EOP = DUCTILE IRON PIPE (CLASS 350, BITUMEN COATED MORTAR LINED DOUBLE WRAPPED)
- FT = FEET
- IN = INCH OR INCHES
- O.D. = OUTSIDE DIAMETER
- MIN. = MINIMUM
- PVC = POLYVINYL CHLORIDE
- STA. = STATION
- TYP. = TYPICAL

| DATE | DESCRIPTION | APP'D | DATE |
|------|-------------|-------|------|
| | | | |
| | | | |
| | | | |
| | | | |

**Exhibit B
Construction Cost Form**

| ITEM NO. | ITEM | Qty. | Unit | Unit Cost | Item Cost |
|----------|---|-------|------|-----------|-----------|
| 1 | Furnish and Install 8" DIP Water Pipeline | 1,100 | LF | | |
| 2 | Connect Existing Water Services to New Pipeline | 13 | EA | | |

TOTAL PRICE = _____
(NUMBERS)

TOTAL PRICE = _____
(WORDS)

Notes:

1. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the cost amount.
2. Mobilization and Demobilization shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided.
3. All other necessary construction work and services required for the successful completion of the project shall be included in the cost of furnishing and installing the items identified in the construction cost form with no additional compensation provided.

L.F. = Linear Foot

E.A. = Each

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable

Exhibit C

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT:
PROJECT NO. _____ - _____**

AGREEMENT FOR CONSTRUCTION SERVICES

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

RECITALS

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

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

AGREEMENT

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

Section 2. Term. This Agreement shall commence on the Effective Date and continue for three (3) years ("Term"), provided that either Party may terminate the Agreement by providing thirty (30) days written notice to the other Party.

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

Exhibit C

31

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

Section 4. Work.

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

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

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed, and shall conform to the requirements of the Services provided in **Exhibit A** or as provided in an approved Task Order. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

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

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

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

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

Exhibit C

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

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

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

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

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

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

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

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

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

Section 11. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, surveys, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor ("Work Product") in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

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

Exhibit C

performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

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

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

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

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

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product

Exhibit C

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

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

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

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

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

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

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

(f) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Exhibit C

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

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

If to District:

Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, California 95673
Attention: Timothy R. Shaw, General Manager
Tel: (916) 991-8891

Exhibit C

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

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

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

| <u>Exhibit Designation</u> | <u>Exhibit Title</u> |
|----------------------------|----------------------|
| Exhibit A: | Services |

Section 18. General Provisions.

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

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

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

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

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

Exhibit C

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

(g) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

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

DISTRICT:

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

By: _____
Timothy R. Shaw, General Manager

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, District Counsel

CONTRACTOR:

Contractor Name

By: _____
Name, Title

Date: _____



Items for Discussion and Action

Agenda Item: 5.5

Date: December 21, 2020

Subject: Designation of Specified District Assets to be Surplus

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

District policy requires formal designation by the Board of Directors to declare assets to be surplus, and District policy further stipulates how assets so declared to be surplus are to be dispositioned at fair market value.

The current list of assets worthy of Board consideration are:

1. Three used workstation computers, approximately 5-7 years old, originally purchased for less than \$400 each (i.e. low-quality computers when new).
2. One server computer formerly used with the Advanced Metering Infrastructure (AMI), which became worthy of surplus designation via Neptune (meters vendor) transitioning to a cloud-based system.
3. Audio equipment originally purchased for RLECWD Board meetings. The equipment is designed for purposes other than the District's intended use. The equipment requires hours of set up time before each meeting, which makes the equipment highly impractical under the District's logistical constraints (regardless of COVID), where the meetings are held in rented space. The audio equipment is bulky, unnecessarily occupying storage space.

Conclusion:

I recommend the Board declare the above described assets to be surplus, and further direct staff to disposition the surplus assets pursuant to District policy.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
 Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

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

RLECWD Agenda Item Checklist

Item 5.5

Date

Initial Potential Meeting Date12/21/2020

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

Consider Designating Specified District Assets to be Surplus Pursuant to District Policy12/03/2020**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 Work12/07/2020

Review by appropriate Executive 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 Review12/17/2020**Actual Meeting Date Set for Agenda Item**12/21/2020



Items for Discussion and Action
Agenda Item: 5.6

Date: December 21, 2020

Subject: Water Bank Phase 2 Financial Participation

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation that the Board decline continued participation in funding the Water Bank study.

Current Background and Justification:

The Board approved the District's participation in phase 1 of the Water Bank MOU in April 2019. At that time, the District was a member agency in the Regional Water Authority (RWA). A little more than a year later, the District withdrew membership in RWA.

Although establishing and certifying the Water Bank is a worthwhile, defensible endeavor, it is likely less practical to continue formal participation and cost sharing with the other Water Bank participants. As a non-member in RWA, the District's continued participation will entail an additional 20% administrative cost. To illustrate; instead of paying the minimum participation cost of \$10,000, the District would pay an additional 20% or \$12,000.

Another option worthy of Board consideration is to informally participate in the Water Bank proliferation. The District could attend meetings and could correspond to support the ultimate objective of establishing the Water Bank. When/if the Water Bank is established, membership in the project will not be established as a prerequisite for Water Banking participation.

Conclusion:

I recommend the Board decline continued financial participation in the Water Bank efforts, and further direct staff to convey the District's position regarding Water Bank participation to Regional Water Authority staff.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____
Ridilla: _____ Harris: _____ Jason Green _____ Gifford _____ Reisig _____.

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

RLECWD Agenda Item Checklist

Item 5.6

Date

Initial Potential Meeting Date12/21/2020

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

Consider Continued Financial Participation in the Water Bank study via approving the Water Bank Phase 2 MOU

12/03/2020**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 Work12/07/2020

Review by appropriate Executive 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 Review12/17/2020**Actual Meeting Date Set for Agenda Item**12/21/2020

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REGIONAL WATER AUTHORITY
PROGRAM AGREEMENT

SACRAMENTO REGIONAL WATER BANK, PHASE 2

This Agreement is made and entered into as of the ____ day of _____, 202_, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a Program or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Program or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a Program or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Program or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s Programs are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local Programs) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such Programs on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a Program or program, the Members and/or Contracting Entities who elect to participate in a Program or program shall enter into a Program or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the Program shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Program or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular Program or program, including startup costs advanced by the Regional Authority, shall be obligations of

the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Program or Program Agreement.”

E. There is nothing in the RWA JPA or RWA policies that would prevent the participation of unaffiliated entities in projects conducted by RWA and its Members and Contracting Entities under a Project or Program Agreement.

F. RWA and the Participants desire to carry out a Program and share in the costs and benefits of the Program, as a Program or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.
- 2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.
- 3. Description of the Program.** The program (“Program”) that RWA and the Participants desire to carry out is the completion of the final phase of activities required to establish the Sacramento Regional Water Bank (“Water Bank”). The Water Bank will be a sustainable groundwater storage and recovery program intended to increase conjunctive use capacity and operations in the region to improve the long-term reliability of water supplies. The Water Bank will include an accounting system of storage and recovery with a monitoring program to ensure long-term groundwater basin sustainability and consistency with the Sustainable Groundwater Management Act. This final phase of work will be focused on final feasibility determinations, including environmental analysis, needed to achieve Federal recognition of the Water Bank. A general scope of work for Phase 2 is attached hereto as Exhibit 2 (“Program Description”).
- 4. Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the total members of the Program Committee will constitute a quorum. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. Each member of the Program Committee will have one vote, either by its representative or an alternate. When a vote to take action will occur, notice of at least seven days shall be provided to all Program Committee members to provide reasonable opportunity to participate in the consideration of the action item.
- 5. Sharing in Program Costs and Benefits.** The total estimated cost to complete the Water Bank, Phase 2 Program is estimated at \$1,200,000. The assessments and not-to exceed budgets for each Participant are further described and attached hereto as Exhibit 3 (“Financing

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Plan”). Each of the Participants will make one or more payments to RWA for completion of the Program. Participants shall have full access to the work products of the Program.

At the conclusion of the Program, the Program Committee will take action on the dispensation of any remaining funds. If the Program Committee elects to return the surplus funds to the Participants, RWA will pay back such funds to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and Contracting Entities who have not executed this Agreement.

6. Role of RWA. The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Program, (c) assist the Program Committee in carrying out its activities under this Agreement, d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and e) manage consultant support services in completion of the Program.

7. Authorization to Proceed with the Program. The Program is authorized to proceed upon the commitment of \$500,000 from Program Participants to fund initial Program costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 3 (“Financing Plan”) to this Agreement.

8. Term. This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured for completing the Program remain outstanding.

9. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days’ notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

10. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

11. Privileges and Immunities. All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent

permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

12. No Third Party Beneficiary. RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

13. Liabilities. With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

14. Audits and Accounting. All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

15. General Provisions. Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 4 ("Notice Information"). This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

16. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

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The foregoing Sacramento Regional Water Bank, Phase 2 Program Agreement is hereby agreed to by RWA and the Participants.

Dated: _____, 202_

_____, 202_

Signature

Signature

Name

Name

Regional Water Authority

Agency

List of Agreement Exhibits

Exhibit 1 – Program Participants

Exhibit 2 – Program Description

Exhibit 3 – Financing Plan

Exhibit 4 – Notice Information

EXHIBIT 1

PROGRAM PARTICIPANTS

REGIONAL WATER AUTHORITY

SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM

Agency (Proposed – Still Pending Confirmation of Agencies)

California American Water
Carmichael Water District
Citrus Heights Water District
City of Folsom
City of Lincoln
City of Roseville
City of Sacramento
El Dorado County Water Agency
El Dorado Irrigation District
Elk Grove Water District
Fair Oaks Water District
Golden State Water Company
Rio Linda/Elverta Community Water District
Placer County
Placer County Water Agency
Sacramento County Water Agency
Sacramento Regional County Sanitation District
Sacramento Suburban Water District
San Juan Water District

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EXHIBIT 2

PROGRAM DESCRIPTION

REGIONAL WATER AUTHORITY

SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM

The Sacramento Regional Water Bank Program Phase 2 scope of work and budget is described below in four primary tasks.

SCOPE OF WORK

The following tasks describe the overall work activities expected for the Sacramento Regional Water Bank (“Water Bank”) Program, Phase 2. More detailed scopes of work and deliverables would be specified upon the issuance of task orders to authorize the work.

Work Category 1: Technical Activities

To reach an operational water bank, the following technical activities were identified:

- Develop CalSim 3 Application – Water operations data for the American River basin, the Sacramento River basin, the Delta, and the CVP and SWP delivery areas is needed to support analysis of water supply, and to provide reservoir storages and river flows required for temperature and ecosystem analysis. CalSim 3 was selected to support this analysis. This task is being funded through the U.S. Bureau of Reclamation’s Water Management Options Pilot Program, so it is not part of the Phase 2 budget and fees.
- Confirm Operational Assumptions – The August 2018 survey elicited initial interest of local agencies in participating in the water bank. No red flags were identified at that time, and survey participants were open to all considerations. This action will reaffirm local agencies' level of participation in water bank operations.
- Temperature Modeling – River temperatures are an important driving factor for fish health in the American River basin and the Sacramento River. Any changes in reservoir storage and releases, and river flows associated with a water bank require evaluation.
- Stream Depletion Factor – To quantify the water available for transfers, a stream depletion factor must be developed. A stream depletion factor is the reduction in streamflow during balanced Delta conditions resulting from pumping groundwater to make surface water available for transfer.
- Water Accounting Framework – This framework will establish a set of policies and procedures to encourage and support conjunctive use operations to facilitate the long-term sustainability of the underlying groundwater basin as source of public water supply. This will be developed in coordination with local Groundwater Sustainability Agencies to ensure consistency with applicable Groundwater Sustainability Plans.

- Monitoring/Mitigation Plans – This activity will develop generic components that can be used to support annual transfers and long-term water banking operations.

Work Category 2: Environmental Activities

The following overviews the activities to support state, federal, and local environmental requirements. It includes regional and statewide impact analyses using CalSim 3 and regional models.

- CEQA/NEPA Scoping – Scoping will provide an opportunity to develop the project definition and assumptions. Based on the outcomes of this scoping, the degree of environmental review needed will be confirmed.
- CEQA/NEPA Documents – This activity includes preparation of environmental documentation and associated impact analyses. It currently assumes that only an Environmental Assessment will be needed for approval of an operational water bank. Costs may be higher if an Environmental Impact Statement/Report is required.

Work Category 3: Institutional Activities

The following activities will establish governance and create contracting templates for water banking operations.

- Governance – This activity will determine and establish a formal governance structure for water bank operations and management, assuming an RWA-managed program. It will establish tools to support preferred governance structure, and roles and responsibilities. It will also address policy-related issues such as fees from transfers and environmental commitments.
- Legal Support – This activity will include development and review of contracts that are needed for operation of the water bank:
 - Long-term water storage and recovery agreements for a Federal Water Bank.
 - Buy/Sell agreements for annual groundwater substitution transfers.
 - Conveyance agreements for annual groundwater substitution transfers.

Work Category 4: Miscellaneous Activities

In addition to the above activities, three more activities were identified which focus on collaboration and engagement needed related to the Water Bank.

- Outreach/Engagement – This will include some additional outreach materials but will focus on local stakeholder engagement and potentially external partners, if needed.

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- Committee Support – A water bank committee has been formed that consists of local water purveyors that may participate in the future water bank. This activity will provide support for up to 8 committee meetings a year.
- Reclamation Participation – This activity will provide funding for Reclamation staff to provide guidance on the Water Bank criteria and environmental compliance.

Estimated Budget by Work Category

| | |
|---|--------------------|
| Work Category 1: Technical Activities | \$450,000 |
| Work Category 2: Environmental Activities | \$450,000 |
| Work Category 3: Institutional Activities | \$100,000 |
| Work Category 4: Miscellaneous Activities | \$200,000 |
| Not-to-Exceed Total | \$1,200,000 |

EXHIBIT 3

FINANCING PLAN

REGIONAL WATER AUTHORITY

SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM

In developing the proposed fees for each agency, factors such as agency size, past participation in a groundwater substitution transfer, and the likelihood and level of participation in a water bank in the future were considered. A not-to-exceed fee was established to account for the possibility that other sources of funding may become available during the course of the Phase 2 Program. Fees will be collected over two years as shown below, unless an agency requests to pay their not-to-exceed fee at the outset of the program.

Proposed Fee Table

| | 2021 | 2022 | Total |
|--|-----------|-----------|------------|
| California American Water | \$ 22,500 | \$ 32,500 | \$ 55,000 |
| Carmichael Water District | \$ 25,000 | \$ 35,000 | \$ 60,000 |
| Citrus Heights Water District | \$ 25,000 | \$ 35,000 | \$ 60,000 |
| City of Folsom | \$ 17,500 | \$ 22,500 | \$ 40,000 |
| City of Lincoln | \$ 10,000 | \$ 15,000 | \$ 25,000 |
| City of Roseville | \$ 22,500 | \$ 32,500 | \$ 55,000 |
| City of Sacramento | \$ 80,000 | \$100,000 | \$ 180,000 |
| El Dorado Water Agency | \$ 2,500 | \$ 12,500 | \$ 15,000 |
| El Dorado Irrigation District | \$ 10,000 | \$ 15,000 | \$ 25,000 |
| Elk Grove Water District | \$ 10,000 | \$ 15,000 | \$ 25,000 |
| Fair Oaks Water District | \$ 25,000 | \$ 35,000 | \$ 60,000 |
| Golden State Water Company | \$ 50,000 | \$ 70,000 | \$ 120,000 |
| Placer County | \$ 2,500 | \$ 7,500 | \$ 10,000 |
| Placer County Water Agency | \$ 17,500 | \$ 22,500 | \$ 40,000 |
| Rio Linda/Elverta Community Water District | TBD | TBD | TBD |
| Sacramento County Water Agency | \$ 50,000 | \$ 70,000 | \$ 120,000 |
| Sacramento Regional County Sanitation District | \$ 22,500 | \$ 32,500 | \$ 55,000 |
| Sacramento Suburban Water District | \$ 60,000 | \$ 80,000 | \$ 140,000 |
| Sacramento Area Flood Control Agency | \$ 22,500 | \$ 32,500 | \$ 55,000 |
| San Juan Water District | \$ 25,000 | \$ 35,000 | \$ 60,000 |

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EXHIBIT 4
NOTICE INFORMATION

REGIONAL WATER AUTHORITY

SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM

California American Water
Attn: S. Audie Foster
4701 Beloit Drive
Sacramento, CA 95838
Phone: (916) 568-4259
Email: audie.foster@amwater.com

City of Lincoln
Attn: Jennifer Hanson
600 6th Street
Lincoln, CA 95648
Phone: (916) 434-2449
Email: Jennifer.Hanson@lincolnca.gov

Carmichael Water District
Attn: Cathy Lee
7837 Fair Oaks Blvd
Carmichael, CA 95608
Phone: (916) 483-2452
Fax: (916) 483-5509
Email: cathy@carmichaelwd.org

City of Roseville
Attn: Sean Bigley
2005 Hilltop Circle
Roseville, CA 95747
Phone: (916) 774-5513
Email: SBigley@roseville.ca.us

Citrus Heights Water District
Attn:
6230 Sylvan Road
Citrus Heights, CA 95610
Phone: (916) 725-6873
Fax: (916) 725-0345
Email: @chwd.org

City of Sacramento
Attn: Brett Ewart
1395 35th Avenue
Sacramento, CA 95822
Phone: (916) 808-1725
Email: bewart@cityofsacramento.org

City of Folsom
Attn: Marcus Yasutake
50 Natoma Street
Folsom, CA 95630
Phone: (916) 461-6161
Fax: (916) 351-8912
Email: myasutake@folsom.ca.us

El Dorado County Water Agency
Attn: Ken Payne
4330 Golden Center Drive, Suite C
Placerville, CA 95667
Phone: (530) 621-5403
Fax: (530) 672-6721
Email: ken.payne@edcgov.us

El Dorado Irrigation District
Attn: Brian Mueller
2890 Mosquito Road
Placerville, CA 95667
Phone: (530) 642-4029
Fax: (530) 642-4329
Email: bmueller@eid.org

Elk Grove Water District
Attn: Mark J. Madison
9257 Elk Grove Blvd.
Elk Grove, CA. 95624
Phone: (916) 685-3556
Fax: (916) 685-5376
Email: mmadison@egwd.org

Fair Oaks Water District
Attn: Tom Gray
10326 Fair Oaks Blvd
Fair Oaks, CA 95628
Phone: (916) 967-5723
Fax: (916) 967-0153
Email: tgray@fowd.com

Golden State Water Company
Attn: Paul Schubert
3005 Gold Canal Drive
Rancho Cordova, CA 95670
Phone: (916) 853-3636
Fax: (916) 852-6608
Email: pschubert@gswater.com

Placer County
Attn: Brett Storey
3091 County Center Drive, Ste 140
Auburn, CA 95603
Phone: (530) 745-3011
Fax: (530) 745-3080
Email: bstorey@placer.ca.gov

Placer County Water Agency
Attn: Tony Firenzi
144 Ferguson Road
Auburn, CA 95603
Phone: (530) 823-4965
Email: tfirenzi@pcwa.net

Rio Linda/Elverta Community Water
District
Attn: Tim Shaw
730 L Street
Rio Linda, CA 95673
Phone: (916) 991-1000
Fax: (916) 991-6616
Email: GM@rlcwd.com

Sacramento Area Flood Control Agency
Attn: Gary Bardini
1007 7th Street, 7th Floor
Sacramento, CA 95814
Phone: (916) 874-7606
Email: bardinig@saccounty.net

Sacramento County Water Agency
Attn: Kerry Schmitz
827 7th Street, Room 301
Sacramento, CA 95814
Phone: (916) 874-4681
Fax: (916) 874-8693
Email: schmitzk@SacCounty.NET

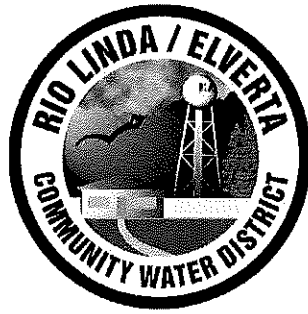
Sacramento Regional County Sanitation
District
Attn: Jose Ramirez
10060 Goethe Road
Sacramento, CA 95827
Phone: (916) 876-6059
Email: ramirezj@sacsewer.com

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Sacramento Suburban Water District
Attn: Dan York
3701 Marconi #100
Sacramento, CA 95821
Phone: (916) 679-3973
Fax: 916-972-7639
Email: dyork@sswd.org

San Juan Water District
Attn: Greg Zlotnick
P.O. Box 2157
Granite Bay, CA 95746
Phone: (916) 791-6933
Fax: (916) 791-6983
Email: gzlotnick@sjwd.org

Regional Water Authority
Attn: Rob Swartz
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610
Phone: (916) 967-7692
Fax: (916) 967-7322
Email: rswartz@rwah2o.org



Items for Discussion and Action
Agenda Item: 5.7

Date: December 21, 2020

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

Staff Contact: Timothy R. Shaw

Recommended Committee Action:

N/A

Current Background and Justification:

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

Conclusion:

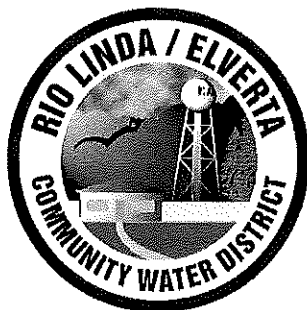
I recommend the Board consider approving any specific nominations and assignments as may be deemed necessary and appropriate.

Board Action / Motion

Motioned by: Director _____ Seconded by Director _____

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

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



**Information Items
Agenda Item: 6.1**

Date: December 21, 2020

Subject: District Reports

Staff Contact: Timothy R. Shaw, General Manager

1. DISTRICT ACTIVITY REPORT

1. Operations Report
2. Conservation Report
3. Completed and Pending Items Report

RIO LINDA/ELVERTA C.W.D.

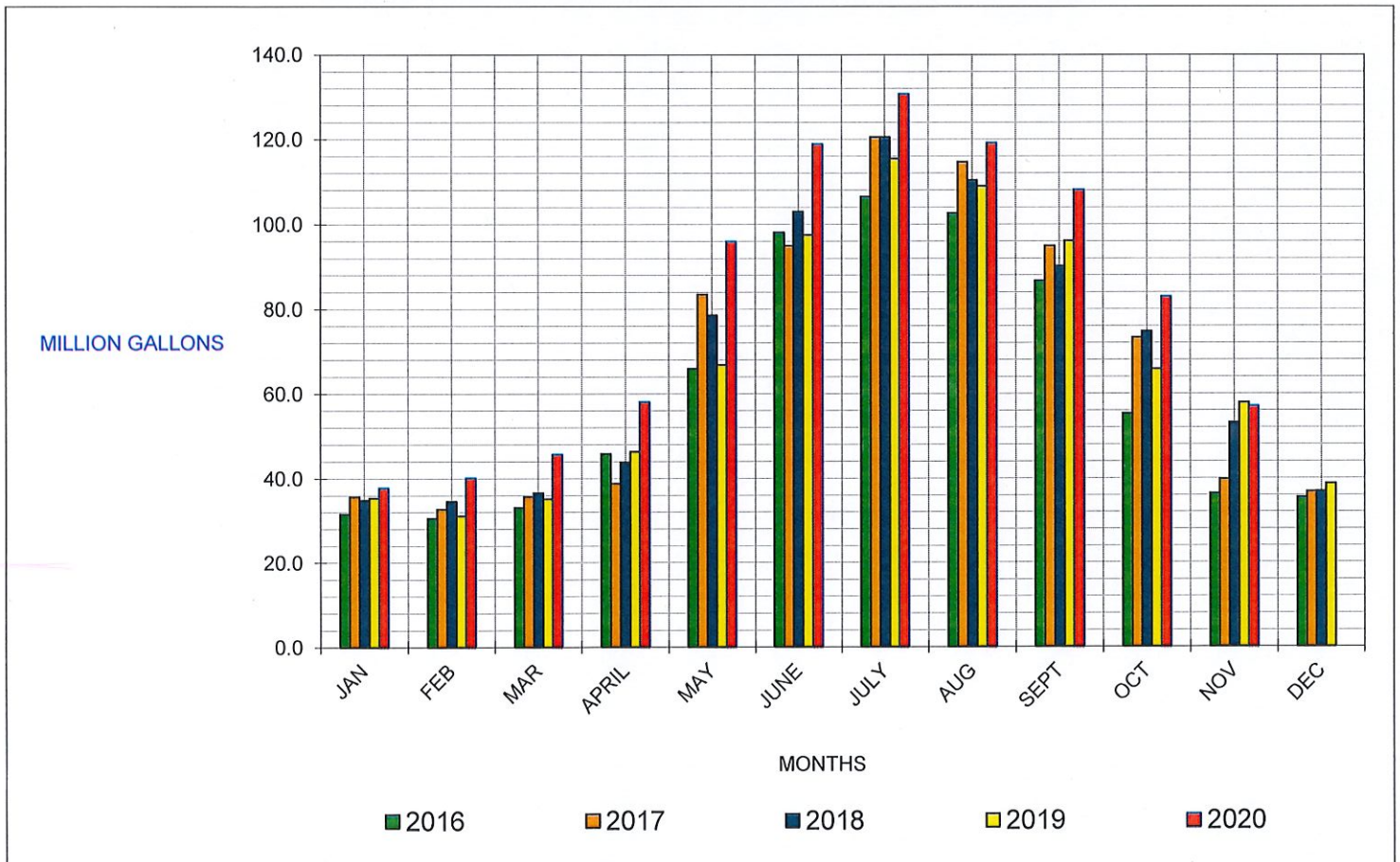
WATER PRODUCTION

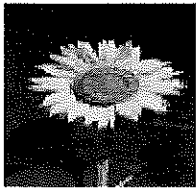
2016 \ 2020

Water Production in Million Gallons

SSWD Water Purchases

| Month | 2016 | 2017 | 2018 | 2019 | 2020 | Avg. | 2016 | 2017 | 2018 | 2019 | 2020 |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|
| JAN | 31.5 | 35.6 | 34.8 | 35.3 | 37.6 | 35.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| FEB | 30.5 | 32.7 | 34.5 | 31.1 | 40.0 | 33.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| MAR | 33.0 | 35.6 | 36.5 | 35.1 | 45.5 | 37.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| APRIL | 45.8 | 38.8 | 43.7 | 46.3 | 57.9 | 46.5 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| MAY | 65.9 | 83.4 | 78.5 | 66.8 | 95.9 | 78.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| JUNE | 98.0 | 94.9 | 102.9 | 97.5 | 118.9 | 102.4 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| JULY | 106.4 | 120.5 | 120.5 | 115.4 | 130.7 | 118.7 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| AUG | 102.6 | 114.6 | 110.3 | 108.9 | 119.2 | 111.1 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SEPT | 86.7 | 94.9 | 90.1 | 96.1 | 108.1 | 95.2 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| OCT | 55.2 | 73.2 | 74.7 | 65.8 | 82.8 | 70.3 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| NOV | 36.3 | 39.7 | 53.1 | 57.8 | 56.9 | 48.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| DEC | 35.4 | 36.7 | 36.8 | 38.7 | | 36.9 | 0.0 | 0.0 | 0.0 | 0.0 | |
| TOTAL | 727.3 | 800.6 | 816.4 | 794.8 | 893.5 | 784.8 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |





Conservation Report *November 2020*



| | |
|---|---|
| Supplies (kits): | Shower heads(0) Kitchen Aerators(0) Bathroom Aerators(0) Shower Timer(0) Nozzle(0) Toilet Tabs(1) Retro-Fit Kits(0) Welcome Kits(0) Kids Kit(0) |
| Water Waste (calls, emails, letter, leaks detected, and fixed): | 2 Water Waste Call(s) contacted 9 customers about possible leaks - 3 were called, 0 was mailed, 6 was emailed 3 were confirmed resolved |
| Water Schedule: | given to customers with all violation letters and new applications |
| Surveys | 0 |
| Workshops, Webinar, Meetings: | None |
| Fines: | None |
| Other Tasks: | <ul style="list-style-type: none"> ● Assisted with payments and new customers ● Processed Payments ● Created/completed work orders ● Disconnect properties with no service application ● Notified and offered customers the ACH payment method ● Closed accounts and final billed customers ● Printed stamps ● Mailed out application requests to new owners ● Scanned and uploaded documents into UMS ● Verbal Demands ● Tagged properties with water violations ● Created Report for High Usage Exceptions ● Rereads for 11/20/20 billing cycle ● Created Newsletter for 11/20/20 billing cycle |
| Grant | None |



**PENDING AND COMPLETED ITEMS
12-21-2020 BOARD OF DIRECTORS MEETING**

1. **Rate Study / Cost of Service Analysis.** The Professional Services Agreement with Fieldman Rolapp has been fully executed. Once the tasks described in the Fieldman Rolapp agreement have been completed, that will clear a path for finalizing the Rate Study, Cost of Services analysis. **Pending**
2. **SB-606 and AB-1668 planning for compliance** – See status of pending item 1, which is directly prerequisite to completing this item. **Pending**
3. **Evaluate options for mitigating the upward spiral in annual payments to CalPERS for UAL** – The Professional Services Agreement with Fieldman Rolapp is fully executed. Evaluation of options is officially underway. The contribution to the total Unfunded Accrued Liability (UAL) associated with the number of retirees listed in the CalPERS pension report, the accuracy of which was questioned at the 11-16-2020 Board meeting, has been confirmed (i.e. the District does in fact have 11 retirees) and conveyed to all Board Members after the 11-16-2020 meeting. **Pending**
4. **Create a New Position Description for Customer Service Tech 2:** The new position description and corresponding pay scale were approved by the Board at the 11-16-2020 meeting. **Completed**
5. **Hexavalent Chromium MCL economic feasibility** The State Water Resources Control Board held another meeting regarding MCL re-adoption on December 8th. All aspects and schedule are on track for MCL readoption in 2021. **Pending**
6. **Annual inflation adjustment to capacity fees** – The process delineated in Ordinance 2016-01 is included in the agenda for the 12-21-2020 Board meeting, i.e. the Board will consider approving the required capacity fees adjustments for inflation of construction costs. **Pending**
7. **Replace the 7-year old Supervisory Control and Data Acquisition (SCADA) workstation** – The cumulative costs from Adept Solutions (IT services provider) and Tesco (SCADA services provider) exceeds the threshold for non-capitalized assets. As of the 12-7-2020 Executive Committee, the contemplated path forward entailed drafting a Capital Budget revision and asking for Board approval on December 21st. Accordingly, the Executive Committee forwarded such an item onto the December 21st Board agenda. After the December 7th Executive Committee, staff creatively derived a funding means that would eliminate the need for budget revision and the associated delay in long-term resolution to a temporary, loaner laptop (been in service since July). The Adept Solutions quote for a new SCADA workstation has been authorized and the District is proceeding toward a long-term solution. Note: the SCADA workstation is NOT a server. However, the extra “bells and whistles” appropriate for such a computer with hourly image backups of critical data, leads to a workstation that is nearly as costly as a server. **Pending**



Information Items
Agenda Item: 6.2

Date: December 21, 2020

Subject: Board Reports

Staff Contact: Timothy R. Shaw, General Manager

2. BOARD REPORTS

1. Report ad hoc committee(s) dissolved by requirements in Policy 2.01.065
2. Sacramento Groundwater Authority – Harris (Primary), Reisig
3. Sacramento Groundwater Authority (with RWA and SCGA) 3x3-Reisig
4. Executive Committee – Green, Reisig
5. ACWA/JPIA –Ridilla

**SACRAMENTO GROUNDWATER AUTHORITY
REGULAR MEETING OF THE BOARD OF DIRECTORS
Thursday, December 10, 2020; 9:00 a.m.**

AGENDA

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

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

Note: Pursuant to the Governor's Executive Order N-29-20, and given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference.

We encourage Board members and participants to join the meeting 10 minutes early. Note that we will use GoToMeeting to share slides and other information during the meeting. Use the link below to join GoToMeeting. If you have a microphone that you can use with your computer, it should be possible to both listen to, and participate in, the meeting through GoToMeeting. If you do not have a microphone, or a headset with a microphone, that plugs into your computer via USB port, you will need to call into the conference line to listen and comment, although you still should be able to view the meeting materials on GoToMeeting. Please do not simultaneously use a microphone through GoToMeeting and the telephone conference line. That combination results in audio problems for all participants.

Meeting Information:

**SGA Regular Board Meeting
Thu, Dec 10, 2020 9:00 AM - 12:00 PM (PST)**

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/644047781>

You can also dial in using your phone.
United States: +1 (872) 240-3212

Access Code: **644-047-781**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board may do so at this time. Please keep your comments to less than three minutes.

3. CONSENT CALENDAR

Minutes of October 8, 2020 meeting

Action: Approve October 8, 2020 meeting minutes

4. 2020 AUDIT REPORT

Presentation: Peggy Vande Vooren, Gilbert Associates, Inc.

Action: Accept 2020 SGA financial audit report

5. SACRAMENTO CENTRAL GROUNDWATER AUTHORITY (SCGA) STAFFING PRESENTATION

Presentation and Discussion: Jim Peifer, Executive Director

6. SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) AND GROUNDWATER MANAGEMENT PROGRAM UPDATE

Information Update: Rob Swartz, Manager of Technical Services

7. ELECTION OF SGA 2021 OFFICERS

Information Update: SGA Ad Hoc Nominating Committee

Action: Elect 2021 SGA Chair and Vice Chair

8. EXECUTIVE DIRECTOR'S REPORT

9. DIRECTORS' COMMENTS

ADJOURNMENT

Next SGA Board of Director's Meeting – February 11, 2021, 9:00 a.m. at the RWA/SGA office, 5620 Birdcage Street, Ste. 110, Citrus Heights, the location is subject to change depending on the COVID-19 emergency

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

Minutes
Rio Linda / Elverta Community Water District
Executive Committee

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December 7, 2020
6:00 P.M.

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

Call to Order 6:00 P.M.

Public Comment None

Items for Discussion:

| |
|--|
| <p>1. Discuss and review the annual process for adjusting RLECWD capacity fees for inflation.</p> |
| <p><i>The General Manager summarized the written agenda item report and reiterated the timing for the Engineering News Record publishing of the December 2020 construction cost index.</i></p> <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation for Board approval.</i></p> |
| <p>2. Review and discuss the expenditures of the District for the month of October 2020.</p> |
| <p><i>Director Reisig identified a typo in the report which was caused by transposition of digits. The Accounting Specialist was made aware and will correct the typo in the report version to be considered by the Board.</i></p> <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation for Board approval.</i></p> |
| <p>3. Review and discuss the financial reports for the month of October 2020.</p> |
| <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation for Board approval.</i></p> |
| <p>4. Discuss updating declaration of material to be surplus: two workstation computers and one server computer.</p> |
| <p><i>The General Manager explained that shortly after the November Executive Committee, additional assets became worthy of consideration for surplus designation. Instead of having two consecutive Board meetings with items to consider surplus, the General Manager instead held back the November 16th Board agenda item and consolidate that material with the more recent material, creating a more efficient, less confusing process.</i></p> <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation for Board approval.</i></p> |
| <p>5. Discuss the Request for Proposals process for the annual pipe replacement project.</p> |
| <p><i>The Contract District Engineer reported that he anticipates completed a draft RFP for competitively bidding the annual pipe replacement project. The Contract District Engineer indicated he anticipated having the draft RFP for review by the General Manager on or around December 9th.</i></p> <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda. Although the Committee generally supports moving forward with the annual pipe replacement project, a Committee recommendation for Board action would be misleading in the absence of a draft RFP for review at the December 7th Committee meeting.</i></p> |
| <p>6. Discuss the Draft Water Bank Phase 2 MOU received from Regional Water Authority.</p> |
| <p><i>The General Manger summarized and augmented the written documents associated with this item. The General Manager particularly emphasized that the pros and cons associated with continued participation in the funding of the Water Bank Study, including the 20% additional surcharge for no longer being an RWA member agency, favors the District electing to discontinue Water Bank study. Additionally, the criteria continues to be that funding of the Water Bank Study is NOT a prerequisite to participating in the eventual water banking process.</i></p> <p><i>The Executive Committee forwarded this item onto the December 21st Board agenda with the Committee's recommendation that the Board vote to discontinue funding the Water Bank Study.</i></p> |

| | |
|----|--|
| 7. | Update from Contract District Engineer. <i>The Contract District Engineer summarized his written report and provided additional details on the Well 16 Pumping Station construction project.</i> |
| 8. | Review and discuss relevant correspondence: |
| a. | Redistricting Partners regarding at-large elections. <i>The General Manager summarized the documents associated with this item and further engaged the Committee members on the appropriate method for discussing this information with the full Board. Board action is not required nor anticipated in response to this item at this time. Accordingly, the Committee directed that Board discussion should be appropriately facilitated by the standing item on monthly Board agendas, "Reports from Directors".</i> |
| b. | State Water Resources Control Board regarding Hexavalent Chromium MCL readoption. <i>The General Manager summarized the documents associated with this item and provided context on the schedule and processed already published by the State Water Resources Control Board. Although Board action is neither required nor anticipated, the Committee directed that a stand-alone, specific item be placed on the December 21st Board agenda to allow of discussion with the full Board. The absence of anticipated Board action is offset by the potential for impact on the operation, strategy and timing of re-adoption of the Hexavalent Chromium Maximum Contaminant Level.</i> |

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Directors’ and General Manager Comments:

- The process and timing within the Board meeting for election of new Board Officers.

The General Manager briefly reviewed the timing of the transition (if applicable) from current Chair to new Chair.

Items Requested for Next Month’s Committee Agenda

Date for January 2021 meeting

In consideration of the atypical 4th Monday Board meeting instead of 3rd Monday (due to MLK day), and further to allow more time for the Chair to contemplate 2021 Board Member committees and assignments, the Executive Committee directed that the January 4th regular meeting of the Executive Committee be cancelled and a special meeting of the Executive Committee be scheduled for January 11th at 6:00 P.M. (via Zoom).

Adjournment 7:05 P.M.

Next Executive Committee meeting: Monday, January 4~~th~~11, 2021 at 6:00 p.m. Remote (no in-person attendance)

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Agenda

3x3 Committee - SCGA Staffing

November 30, 2020

2:00 pm to 4:00 pm

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

<https://global.gotomeeting.com/join/200555685>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 200-555-685

Participants

RWA: Kerry Schmitz, Sean Bigley, Cathy Lee

SGA: Caryl Sheehan, Brett Ewart, Robert Reisig

SCGA: Todd Eising, Paul Schubert, Dalia Fadl

Staff: John Woodling, Jim Peifer, Rob Swartz, Josette Reina-Luken

1. Presentation on SCGA Staffing
2. Next Steps

List of Transition Considerations

- Governance – Board Meetings, Committees, Admin & Management Services Agreement, SCGA JPA changes
- GSP Completion – Technical Work transition and GSP maintenance going forward
- Stable Funding for the SCGA – Assessment
- Financial/Admin matters – Start Up costs (Insurance), Expense Allocations, Recruitments,
- PERS – Legal Counsel needed to establish SCGA in PERS and reallocate RWA and SGA staff, SCGA approval
- Logistics – Office space, furniture, equipment, etc. for additional staff
- Policies and Procedures – Merging policies and procedures of three agencies