

Agenda
Rio Linda / Elverta Community Water District
Executive Committee

May 10, 2023 @ 6:00 P.M.

Visitors / Depot Center
6730 Front St.
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC.

Public documents relating to any open session items listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection on the counter of the District Office at the address listed above.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should address the Executive Committee Chair. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability related modification or accommodation to participate in this meeting, then 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.

Call to Order

Public Comment

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

Items for Discussion:

1. Engineer's Update.
2. Discuss the Professional Services Agreement for Installing the Valve Vault Cover at 30th St.
3. Discuss the Format of Board Meeting Minutes.
4. Discuss Claims from Residents for Damages.
5. Discuss Annual Declaration of Doubtful Recovery Debt.
6. Update on Efforts to Identify the Western Capital Partners (Purchaser of Cell Phone Revenue Rights) Successor.
7. Discuss Expenditures for March 2023.
8. Discuss Financial Reports for March 2023.

Directors' and General Manager Comments:

Items Requested for Next Month's Committee Agenda:

Adjournment

Next Executive Committee meeting: Wednesday , June 14, 2023, Visitors / Depot Center.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance or materials to participate in this meeting, please contact the District Office at 916-991-1000. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and agenda materials.



Executive Committee Agenda Item: 1

Date: May 10, 2023

Subject: General Status Update from the District Engineer

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

Recommended Committee Action:

Receive a status report on specific focus items currently being addressed by the District Engineer.

Current Background and Justification:

Subjects anticipated for discussion include:

1. Well 16 Pump Station DWR Grant Funding Release
2. Dry Creek Road Pipe Replacement Project
3. 2023/2024 Fiscal Year Budget Capital Projects
 - a. Lowering/Raising 30 water valve covers on Elkhorn Boulevard between 6th Street and Dry Creek Road as part of a 2024 Sacramento County paving project.
 - b. Cathodic Protection at the L Street Ground Level Tank and Elevated Tank
 - c. Pipeline Replacement Project
 - d. Well 15 Hexavalent Chromium Treatment Design
4. Low Cost Water System Capacity Hydraulic Modeling Exploration

Conclusion:

I recommend the Executive Committee receive the status report from the District Engineer. Then, if necessary and appropriate, forward an item(s) onto the May 22, 2023 Board of Directors Meeting agenda with recommendations as necessary.



Executive Committee

Agenda Item: 2

Date: May 10, 2023

Subject: Discuss the Status of a Small Scope Professional Services Agreement with Rawles Engineering to Install a Valve Vault Cover at 30th Street

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

Recommended Committee Action:

Receive a report from the District Engineer regarding a proposal from Rawles Engineering, Inc. to remove and replace a valve vault cover at 30th Street. It is requested that the Executive Committee review and discuss the proposal and Small Scope Professional Services Agreement (both included in this agenda package), and forward an item onto the May 22, 2022 Board of Directors Meeting agenda with the recommendation for Board approval authorizing Staff to execute a Small Scope Professional Services Agreement with Rawles Engineering to Install a Valve Vault Cover at 30th Street.

Current Background and Justification:

As discussed at previous Executive Committee and Board of Directors Meetings, a valve vault cover near 6837 30th Street, North Highlands, CA has failed due to wear and tear of heavy vehicular traffic and has been in need of replacement. District Operations Staff has placed a steel plate over the top of the vault for safety while arranging for a new cover to be installed. The District previously contracted with Vault Access Solutions and Fabrications, Inc. to manufacture a new cover and it is now fabricated, and ready for delivery. Staff asked for and received a proposal from Rawles Engineering, Inc. to remove the existing cover and install the new one for a cost of \$11,200. The General Manager, Operations Superintendent, and District Engineer have reviewed the proposal and believe it is a fair price for the services to be performed.

Conclusion:

I recommend the Executive Committee receive the report from the District Engineer. Then, as appropriate, forward this item onto the May 22, 2023 Board of Directors Meeting agenda with recommendations as necessary.

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

PROJECT: 30th Street Valve Vault Cover Replacement

PROJECT NO. 2023-01

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 22nd day of May 2023, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and Rawles Engineering, Inc., (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. Contractor represents to District that it is a duly qualified and licensed firm experienced in providing Valve Vault Cover Replacement services.

B. In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Contractor to perform Valve Vault Cover Replacement services.

C. Contractor has been selected as sufficiently qualified to perform Valve Vault Cover Replacement services to the District

D. Specific contracting services are described in Exhibit 1. All compensation shall be based the terms provided in this Agreement.

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

AGREEMENT

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

Section 2. Term. This Agreement shall commence on the Effective Date and terminate on 12/31/2022 (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

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

Section 4. Work.

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

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

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

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

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

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

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

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

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

(d) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall

cause any person doing work under this Agreement to complete and file, a “Statement of Economic Interest” with the Sacramento County Clerk disclosing their financial interests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Rawles Engineering, Inc.
109 Natoma Street
Folsom, CA 95630
Attention: Carrie Rawles
Tel: (916) 351-1302

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

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

Section 18. General Provisions.

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

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver

of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

DISTRICT:

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

By: _____
Timothy R. Shaw, General Manager

Date: _____

CONTRACTOR:

Rawles Engineering, Inc.

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT 1: SERVICES and CHARGES**Work Scope:**

The work scope includes removing and replacing the valve vault cover located near 6837 30th Street, North Highlands, CA. The District is responsible for proving and delivering the new valve vault cover to the site in coordination with the Contractor's schedule. The Contractor shall be responsible for providing all equipment, labor, and additional materials to install the new valve vault cover. The contractor shall install up to 112 square feet of asphalt pavement per Sacramento County Standards. Contractor shall coordinate all work with Sacramento County pursuant to Encroachment Permit ENAC2023-00020.

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

A project location map and project site plan are included for reference.

Schedule:

The Contractor shall complete all work related to the valve vault cover replacement within 20 calendar day of the date of this agreement.

Budget:

The total budget for removing and replacing the valve vault cover, providing equipment, labor, and materials, and performing all associated work is a not to exceed total of \$11,200.00.

See the following attachments:

- A. Proposal from Rawles Engineering, Inc. dated 4/18/2023 for removing and replacing the District provided valve vault cover in the amount of \$11,200.00.
- B. Project Location Map
- C. Project Site Plan

Exhibit 1A

Rawles Engineering
“H2O Is Our Thing”
Since 1978
Folsom CA

April 18, 2023

Invoice: NA

Rio Linda Water District
 Attn: Mike Vasquez

WO# NA

RE: 30th St Vault Installation

Dear Mr. Vasquez,

Rawles Engineering Inc. submits the following price **Proposal** for the following work described below:

Set up Traffic Control to jackhammer out to, remove existing Vault lid, install new vault lid, sawcut and pave impacted area.

- | | |
|---|-----------------|
| 1. Traffic Control: Per day 2,200.00(1) Days: | 2,200.00 |
| 2. Vault Lid removal and installation with appropriate crew: | 5,000.00 |
| 3. Sawcut and re pave approx. 8lf x 14lf area (Southbound Lane) | 4,000.00 |

Total: 11,200.00

Vault to be delivered to Site

Standard Exclusions: All excludes construction water, testing fees, inspection fees, removal of sheds, structures, stairs, platforms, permits, fees, bonds, inspections, testing, engineering of any kind, traffic control plans, as built drawings, soils testing, electrical, tamper switch installation, sprinkler install or testing, export of any rock or debris, winterization, erosion control, staking, landscaping repair including lawn, decorative rock, bark or topsoil, concrete R&R, Paving/slurry or seal R&R, weather delays, tree removal, boring under trees or water meters, night or weekend work, SWPPP plans or implementation, any damage done to unmarked existing utilities, if an item is not specifically included, it is considered excluded.

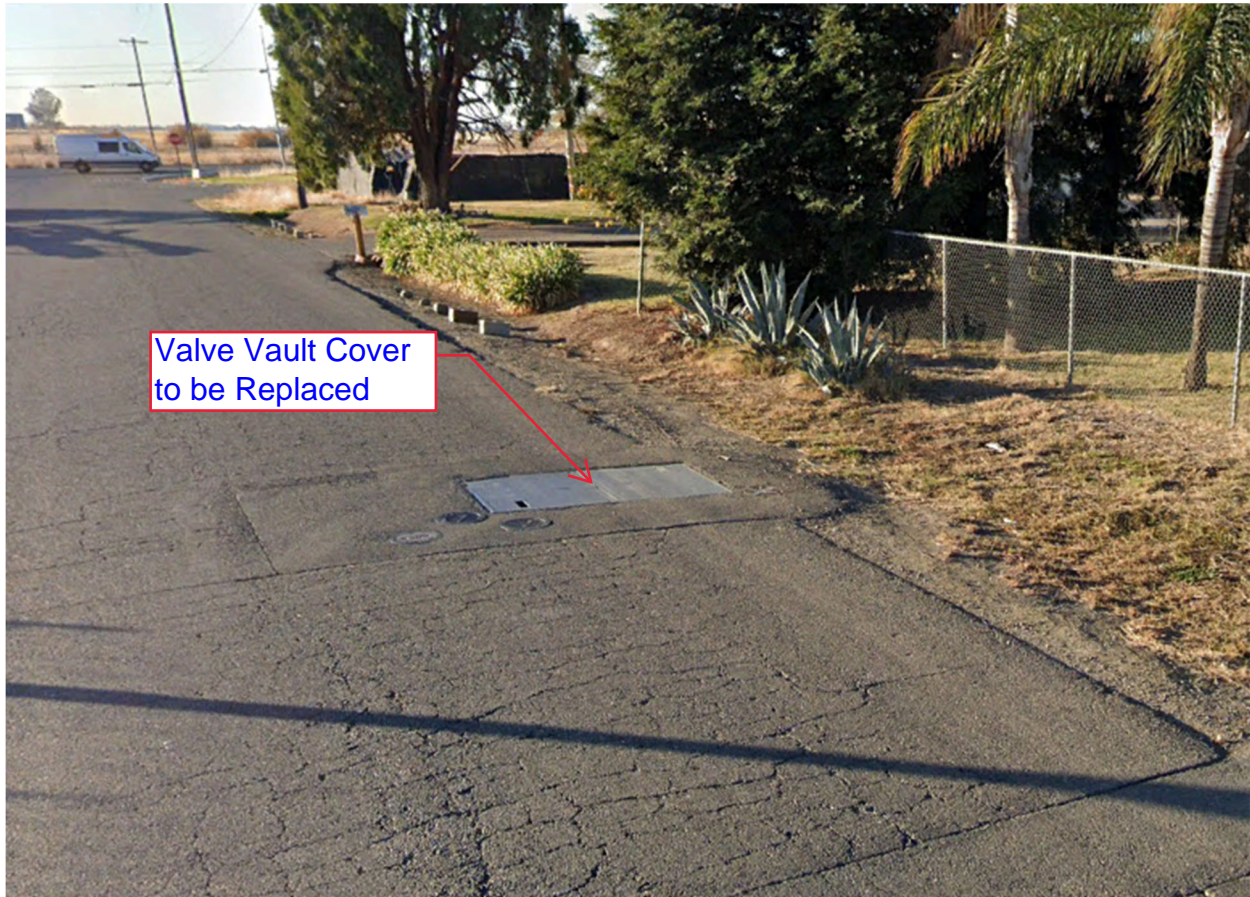
Sincerely,

Ryan Rawles
 Rawles Engineering Inc.

Exhibit 1B – Project Location Map



Exhibit 1C – Project Site Plan





Executive Committee Agenda Item: 3

Date: May 10, 2023

Subject: Format of Board Meeting Minutes

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the documents associated with this item, engage staff in discussion, then provided direction to staff as deemed necessary and appropriate.

Current Background and Justification:

At the April 24th Board meeting, under the consent agenda item for consideration of approving the March 27th minutes, the Chair pulled the minutes from the consent agenda and requested substantial changes to those minutes. The volume of changes the Chair was requesting was so extensive that it became difficult to envision and consider.

Accordingly, the Board directed staff to review the video of the March 27th meeting and prepare a draft of the verbatim style of minutes.

There is considerable published guidance of the pitfalls of verbatim minutes from subject matter experts. District Legal Counsel has recommended such.

Conclusion:

I recommend the Executive Committee review and discuss, then forward the item onto the May 22nd Board agenda.

CITY CLERKS ASSOCIATION OF CALIFORNIA
GUIDELINES FOR
PREPARING MINUTES FOR GOVERNMENTAL AGENCIES

PURPOSE

The City Clerks Association of California issues these guidelines as a tool for government agencies to transition to minutes styles that are efficient, succinct, cost-effective for staff to prepare, and more appropriately aligned with the intent of the Government Code.

FINDINGS

- Legislative bodies must act, and must be *seen* to act, within the laws of the State of California and local charters, if applicable. Being *seen* to act within the law is important, because the legislative body's decisions may be subject to external scrutiny by the public, auditors, or judicial inquiry. Minutes *testify* that the correct procedures for decision-making were followed.
- Legislative body minutes shall be prepared in a manner consistent with the intent of the Government Code. Relevant Government Codes are as follows:
 - Government Code 40801. The city clerk shall keep an accurate record of the proceeding of the legislative body and the board of equalization in books bearing appropriate titles and devoted exclusively to such purposes, respectively. The books shall have a comprehensive general index.
 - Government Code 36814. The council shall cause the clerk to keep a correct record of its proceedings. At the request of a member, the city clerk shall enter the ayes and noes in the journal.
 - Government Code 54953(c)(2). The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
 - Government Code 53232.3(d). Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.
- All components of minutes shall be for the primary purpose of memorializing decisions made by the *legislative body*. Any minute component that does not serve this primary purpose should be minimized or eliminated; this includes comments made by *individual* body members and members of the *public*.

GUIDELINES

- Minutes should provide a record of a) when and where a meeting took place, and who was present (including member absences, late arrivals, departures, adjournment time); b) type of meeting (Regular/Special/Adjourned Regular); c) what was considered; d) what was decided; and e) agreed upon follow-up action. Pursuant to Government Code 54953(c)(2), minutes shall report any action taken and the vote or abstention on that action of each member present for the action.
- Appropriate styles are *action* minutes or *brief summary* minutes. Verbatim style minutes should not be used, because verbatim or lengthy summary minutes do not serve the intent of the Government Code, which is to record the proceedings of the *legislative body*.
- *Action* minutes merely record final decisions made.

- *Brief summary* minutes, at a minimum, record the final decisions made; and, at a maximum, may record what advice the body was given to enable it to make its decisions, the body’s thought process in making the decision, and the final decisions made. Emphasis is given on the body’s thought process, not individual members’ thought processes. The minutes should summarize only the main points which arose in discussion if and only if they are relevant to the decision.
- Comments made by members such as “for the record” or “for the minutes” have no bearing on the content of minutes and are given no greater and no lesser consideration than other comments made at the public meeting. Members seeking to memorialize comments should incorporate such verbiage into the language of the motion. As an alternative, members may submit written statements to be retained with the agenda item.
- Since the main purpose of minutes is to record the legislative body’s decision, summary minutes should be brief. By concentrating on the legislative body’s decision, brief summary minutes will provide only a select recording of what was discussed at the meeting. Brief summary minutes should not attempt to reproduce, however summarily, what every speaker said. It should only record the essence of the discussion and include the main threads that lead to the body’s conclusion.
- **To the fullest extent possible, brief summary minutes should be impersonal and should not attribute views to individual persons. Only the positions and decisions taken by the whole legislative body are relevant, not those of individual members. The passive voice is favored i.e. “It was suggested that...,” “It was generally felt that...,” “It was questioned whether...,” “During discussion, it was clarified...”**
- There are reasons for not attributing comments to specific speakers. First, it makes for brevity--a point can be recorded more concisely in impersonal form. Second, a point raised by one speaker will often be further developed by others—in impersonal brief summary minutes, only the fully-developed point is recorded in its final form. Third, points by several speakers can be consolidated into a single paragraph. **Fourth, the impersonal style averts future corrections to minutes.**
- While the primary purpose of minutes is to memorialize decisions made by the legislative body as a whole, under limited circumstances it is necessary and/or appropriate to attribute comments to individual members including:
 - Individual member’s reports pursuant to Government Code 53232.3(d) (enacted by AB 1234, 2005). The minute record shall include the type of meeting attended at the expense of the local agency and the subject matter.
 - Individual member’s reports on intergovernmental agencies. Brief summary minutes should include the type of meeting at a minimum, and, at the maximum, include the subject matter.
 - Individuals speaking under public comment. Brief summary minutes shall, at a minimum, list the public member’s name (if provided); and, at a maximum, include the overall topic and stance/position. Such as Mr. Jones spoke in opposition to the Project X. Being mindful that the minutes are recordings of the legislative body’s proceedings, it is not appropriate to include detail of individual comments. There is an exception for public testimony provided during public hearings, for which the minutes shall include the speaker’s name (if provided) and a summary position of the speaker (i.e., supported or opposed).
- For purposes of meeting Government Code 36814 and/or 54953(c)(2), the city clerk should enter the ayes and noes in the minutes. For informal consensus (i.e. providing staff direction), it is appropriate to note the dissention of one or more members by, at a minimum, stating the dissenting member’s name and dissention, such as “Mr. Jones dissented,” and at a maximum to also include a brief reason, such as “Mr. Jones dissented citing budget concerns.”
- While the primary purpose of legislative body meetings is for the legislative body to take legislative action and make decisions to advance agency business, it is acknowledged that agency meetings also

serve as platforms for ceremonial presentations and reports on social and community events. At a minimum, brief summary minutes should identify that presentations were made and event reports were given; and, at a maximum, report only the subject matter of the presentation or event.

- For community workshops and town hall meetings subject to the Brown Act, brief summary minutes, at a maximum, record the overall topic, provided that no legislative actions were taken. It is advisable to note in the minutes that no legislative action was taken.
- The guidelines contained herein are applicable to committees and commissions subject to the Brown Act. It is acknowledged that many boards and commissions take few legislative actions, and the tendency is to include more detail in the minutes on event reports and planning. At a maximum, brief summary minutes may include key points of the final reports or determinations, and all comments shall be attributable to the entire body and not attributable to individual members.
- Brief summary minutes shall serve to clarify decisions taken and who is expected to execute the decisions. It is not necessary to write down all action points or all tasks identified. Minutes shall not serve as a substitute for task lists, and the focus shall remain on the final decisions made by the *legislative body*.
- The language of brief summary minutes should be relatively restrained and neutral, however impassioned the discussion. Brief summary minutes will record the substance of the point in an intemperate way.
- To the fullest extent possible, minutes should be self-contained to be intelligible without reference to other documents.
- As a general rule, individual member comments are not identified in the brief summary minutes of discussions, and minutes should concentrate on the collective body's thought process and the collective decisions made by the majority, not individuals.
- Brief summary minutes should concentrate on central issues germane to the final decision. The record of the discussion should be presented in a logical sequence, rather than reproduced in the actual order they were made in discussion.
- The legislative body may wish to choose more, substantive (summary) minutes if there's no archival audio/video backup recording available of its proceedings. If audio/video recording is available for future reference, minute notations can be more limited (action).

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

CALL TO ORDER AND ROLL CALL

The Regular, August 18, 2003 meeting of the Board of Directors of the Rio Linda/Elverta Community Water District, was called to order by Director Cater at 7:00 pm at the District Office located at 730 L Street, Rio Linda. The General Manager, David Andres, took the roll and Board Members Wickham, Blanchard, Harris, Griffin and Cater were present.

1. CONSENT CALENDAR

It was moved by Director Griffin and seconded by Director Wickham to approve the following consent calendar items:

- B. Expenditures for the Period of July 2003
- C. Budgetary Statements for July 2003
- D. Operations Report for July 2003
- F. Authorize the General Manager to send a letter indicating that the District has no objection to the abandonment of a public easement in front of APN's 202-0124-005 and 202-0124-006 (Portion of former Electric Avenue)

The motion carried by a vote of 4-1 with Directors Wickham, Griffin, Blanchard and Cater voting aye and Director Harris voting no.

Director Griffin requested staff add his comments on the possible use of the proposed Depot Park building for Board meetings in lieu of the payment for water. The General Manager stated that these were summary minutes and staff is attempting to capsulize the dialogue of the meeting in a couple of sentences. Director Harris requested her comments be reflected in the minutes also. She requested that certain actual accusations made and responses be added in the July 21st minutes. She also questioned the discussion under item 5 as to whether Mr. Andres clarified why two Board Members might be paid while attending the same meeting. She then added that she had requested to attend two Board training meetings and that be reflected in the minutes, as well as the Boards' denial to send her to the Board training in Rancho Cordova. Under the General Manager report, she requested that the minutes reflect that the Board denied sending her as the representative to the CSDA's local chapter meeting. It was then pointed out to her that it was in the minutes as a motion. Director Harris stated that that was why she need more time to go over her packet.

The Board again discussed what should be reflected in the minutes. Director Harris stated that they are legal binding minutes and if they can't reflect what happened then why are they sitting there. Director Harris then requested the Board put her actual minutes on the agenda. Director Blanchard added that more should have been added to Director Harris' comments. Mr. Andres reminded the Board that the only thing legally binding are the motions in the minutes. He added that the dialogue has no bearing. He added that the minutes could be done with just the actions reflected. Mr. Andres stated that the Board had rehashed this three or four times now. He then offered the suggestion that should someone have a problem with the minutes, they submit a written correction which could be presented to the Board at which time the Board could decide whether they want to add the correction. He then added that his main concern is that the motion and the vote on the motions are correct. Director Griffin agreed with the suggestion that a written comment be submitted. Director Harris agreed to supply her comments in writing. Public member, Belinda Paine stated that when she was on the Board, the minutes were long in order

have accurate information should someone not remember what took place. Public Member Faye Wilder asked the Board if they were favoring one person over another.

It was moved by Director Griffin and seconded by Director Blanchard to defer the approval of the July 21st minutes until the next Board Meeting and Directors submit in writing any changes to those minutes seven days prior to the next board meeting. The motion carried by unanimous vote of 5-0.

1. E. Out-of-Classification Compensation

The General Manager reported that it was necessary to have Pat Goyet serve as the Acting Field Supervisor due to the fact that Bob Ames had taken a new position. He recommended that the Board approve a 5% increase on top of his current pay until the position is filled.

Director Harris asked about his qualifications. Mr. Andres stated that he fills all the requirements with 7 years experience in the water industry and appropriate certifications.

It was moved by Director Griffin and seconded by Director Wickham to approve the out-of-class compensation for Pat Goyet effective July 28, 2003 in the amount of 5% to be paid until the position is filled. The motion carried by unanimous vote of 5-0.

SCHEDULED ITEMS

2. 7:00 pm Public Hearing – Water Master Plan – 2003 Revision and Negative Declaration

President Cater opened the public hearing at 7:20pm.

The General Manager, Dave Andres reviewed the revisions to the Master Water Plan and the fiscal impacts with the Board. He added that Ross Hooper, of Psomas, was present to help answer specific questions regarding the revisions. Based on the Boards discussion at the June 18th, 2003 workshop and the July 21st Regular meeting, the environmental document was also prepared.

Mr. Andres reported that the Master Plan has been broken out in three phases or time periods and projects were designated, based on whether District funds or Elverta Specific Plan/Developer funds were being used. The first phase, which is now to the year 2005, is based on the direction he was given by the Board. A plan for the \$1.5 million from the 2003 Revenue Bond would be spent on this phase. At this point, Mr. Andres reviewed the near-term projects using a table outlining District intended improvements for first \$1,355,000. Once the initial improvements are made, the District will look at a hydraulic model and determine the best location within the District for a new well.

Phase 2 projects would be completed by 2010 at an estimated cost of \$3.95 million. Mr. Andres outlined those projects. Water rates and water capacity fees would need to be increased each January 1 through 2007 in order for the District to finance the projects outlined.

Phase 3 projects in the amount of \$9 million would require increases in water rates, water capacity fees, grants, assessments, loans and bonds. These would need to be funded by 2008-2009 to complete these projects by 2015. Mr. Andres stated that those projects could change based on the then current situation. He added that the Master Plan should be updated every five years for it to be current.

Mr. Andres also provided a financial chart to give the Board some idea about what could be looked at as far as rate increases go. As outlined in the chart, an average rate increase of \$1.65 per month each January for four years would be sufficient to raise the funds needed for Phase 2. Mr.

Andres stated that in respect to the environmental determination there was no environmental impact so no mitigation is needed and a negative declaration was provided as Exhibit B.

Director Griffin had questions on whether there was another plan in place in case there was no river water available. Ross Hooper stated that the District needs to continue to make District improvements, which included building wells. Director Harris asked if the Board was voting on a rate increase tonight. Mr. Andres stated that the Board was not being asked to raise rates tonight, but being asked to adopt the Master Plan revision and negative declaration. The Board needs to consider formulating a plan to fund the revised Master Plan. Director Harris asked how much of the last 50% rate increase went to Capital Improvements. Mr. Andres stated that Capital Improvement expenses have been reduced because the debt was refinanced. He added that the District really hasn't done any improvements since 1991 or 1992. He then stated that the rate increases in the past were not sufficient to cover the operating, non-operating or debt service expenses of the District. If the Board approves the revision, some of the Capital Improvement work outlined in the Revised Master Plan can begin. Director Cater stated that the last rate increase was not for Capital Improvements. Director Harris asked whether the bond required a 2/3 vote of the registered voters, which Mr. Andres stated that it did not. Director Blanchard stated the Board should move forward on the Capital Improvement Plan.

Public Member, Doug Nelson stated that what the Board was voting on had nothing to do with the funding of the projects. He further had comments and suggested the District look at adding the Rio Linda High School well to the Districts' system and had concerns about where the District was considering building a new well. His other concern was the 1/2 acre proposed for a well site, believing it was too much land to purchase and maintain.

President Cater closed the public hearing portion of the meeting at 7:50pm. He then asked for Directors comments. Director Harris stated that she had the consumer confidence report and it doesn't reflect high arsenic levels at all. Mr. Andres stated that the report reflects the current standard; however the District will be affected by the new Federal standard. Should the new State standard drop to 5ppb, all eleven District wells will not meet the standard. Director Harris asked where the District was planning on putting a new well. Mr. Andres responded that once the first two projects were complete, a hydraulic model would be run to determine an area for the Board to consider. President Cater stated that it was premature to consider adding the High School's well, seeing that they have bacteria problems. Mr. Andres added that he only reported that School staff had met with District staff to look at adding the high school as a customer. President Cater also added that the well site size can become a problem if less than 1/2 acre should the District need facilities to treat the water.

It was moved by Director Griffin and seconded by Director Wickham to approve the Master Plan 2003 Revision and negative declaration and adopt Resolution 2003-07. The motion carried by a vote of 4-1 with Directors Griffin, Wickham, Blanchard and Cater voting aye and Director Harris voting no.

Director Harris stated that she doesn't know enough about it to vote.

Public Member Don Flesch stated that the notice on the failure by the High School to pass the coliform test was published in The News and he didn't feel that you could get much closer to McClellan than the High School.

3. Grand Jury Report & Response

The General Manager stated that he was returning with a letter for the Board's review in reference to the Sacramento County Grand Jury report. Director Griffin stated that he appreciated Mr. Andres' responses. Director Harris asked Mr. Andres if it was his intention to look to change auditors this year. Director Griffin stated that the Board would look into changing auditors.

Director Harris asked whether the water District was cited and Mr. Andres stated that this District was not. Mr. Andres stated that there were specific issues related to certain agencies.

Public Member, Belinda Paine stated that she would recommend auditors be changed every 3 to 5 years. She also stated that the audit report be added to the web-site. Public Member Jay O'Brien pointed out that under recommendation #4, it will be implemented by March 1, 2004. He also suggested a couple of typos be corrected.

It was moved by Director Griffin and seconded by Director Wickham to approve and authorize the President to sign the attached letter of response with the minor corrections suggested, to the 2003 Grand Jury Report entitled "Recommendations for Improving Public Water Districts' Accountability." The motion carried by unanimous vote of 5-0.

4. CSDA Region Two Election

The General Manager announced that the California Special Districts Association has a vacancy for a Director Seat in Region Two that runs until 2006. He presented the candidates' statements. Director Griffin stated that he believed Michael Seaman had very active experience. Director Blanchard also stated that he felt Mr. Seaman's resume was the best.

It was moved by Director Griffin and seconded by Director Blanchard to nominate and vote for Michael Seaman as the Districts' representative for the CSDA Region Two Director. The motion carried by unanimous vote of 5-0.

5. Discussion/Action Regarding Director Compensation for Prior Meetings

President Cater asked Director Harris to present her information. Director Harris stated that she didn't receive anything in her Board packet on this item. The General Manager stated that he didn't provide a Staff report. Director Harris stated that she had been reviewing the packets and two members had been attending the same meetings. She then referred to the California Public Utilities Code, article 6 under Section 3101 Section 3110 and 3105. Director Harris then read the code. She also referred to Roberts' rules of order and that the Board must vote on it. Director Harris then stated that after reviewing the tape, ex-Director O'Brien stated that he would like another Board Member to attend the RWA meeting, but no vote was taken.

It was moved by Director Harris and seconded by Director Blanchard that the Board Members in question who received compensation pay back to the District or put this item on hold until the General Manager has more time to put these puzzle pieces together. The motion failed by a vote of 2 to 3 with Directors Harris and Blanchard voting aye and Directors Cater, Griffin and Wickham voting no.

Public Member, Belinda Paine stated that while she was on the Board, there was a policy passed to not allow two Board Members to attend the same meeting and Director Wickham had led the movement. She then added that it is rate-payers money and that if it was coming out of their own pockets, the Board wouldn't be doing it. She asked the Board why they didn't want to look at the issue.

Public Member, Doug Nelson stated that the Board was not going by the law and if the Grand Jury wants to see documents, he had more. He added that President Cater needed to stand behind Director Harris, because the Board wants to raise his rates. He then added that he didn't believe it was right that the Board President and Director Wickham were not supporting Director Harris. He then added that they were able to "fill the house" to get it straighten out. Public Member, Belinda Paine then added that the Board was a watch dog for the community. She recommended that the Board look at the issue and not necessarily the person bringing it to the Board. Public Member Jay O'Brien provided the Board with documents for 2002 where there were a total of 12 meetings,

not 7 as reported by Director Harris, that two Board Members were paid. He added that there was good reason to have two Board Members present and it was consistent with Board policy. Public Member, Faye Wilder asked if the Board had voted on it.

Director Cater stated that he didn't want to waste the time reviewing it and that is was the consensus of the Board to send two members. Public Member Belinda Paine stated that the Board had a policy against that unless there was a vote, because it was abused. Director Harris questioned why a report was not made by the alternate. Director Harris asked Legal Counsel whether Roberts' rules of order mean anything in reference to the Board having two representatives at a meeting. Legal Counsel, Stacey Sheston stated that Roberts' rules of order is not binding to the District. Director Harris asked Ms. Sheston who to go to. Ms. Sheston stated that it is a Board decision. Director Blanchard suggested that Directors be able to address anything controversial and given the time to do so. He also stated that he didn't want to see the General Manager invest a lot of his time when there are other bigger issues needing to be taken care of. Director Wickham stated that he stood by his vote. Director Griffin stated that if a Director has an issue for the Board, they needed to supply documents to all Board Members and not just make statements. Director Harris stated that she had supplied documents at the last Board meeting which Director Griffin promptly handed to Public Member Jay O'Brien. She added that she didn't understand the statement that she was on a witch hunt. Director Harris stated that 275 meetings is an awful lot of money and she wanted to see the minutes on those.

MANAGER/BOARD/COMMITTEE ACTIVITIES

General Manager's Report

Mr. Andres reported that the District received a thank you letter from the Rio Linda Union School District for the donation of the inserter.

He also shared with the Board a newsletter received on the Elkhorn widening project.

Regional Water Authority, Sacramento Groundwater Authority and other Board and Committee Meeting Reports

Mr. Andres provided the minutes and agenda for the SGA meeting. Director Blanchard reported on the SGA meeting of August 14th. He added that Vanessa Nishikawa did a presentation on the Data Management Phase II Project which was completed. Director Blanchard stated that information was offered on the Perchlorate Conference at the meeting.

Director Harris reported she attended the July 31st meeting of the Region 2 CSDA. She stated that she had spoken with a Bill Shelton who has served on four reclamation Boards and he reported on the Freeport Sewer Repair in Clarksburg. She stated that he had a lot of concerns about sewage contamination.

PUBLIC COMMENT

Public Member Doug Nelson requested the Board provide to the public the information on the District providing retirees health insurance. He further stated that some of the Board Members claim they didn't know that health insurance was being provided to retirees and their spouses. He added that it was a costly major expense and then the Board is talking about raising his water rates. He questioned why after five years from retirement this benefit was then provided. He added that it is costing the District thousands of dollars every month. Public Member Erwin Hayer and Public Member Belinda Paine also requested the same information. Ms. Paine further requested it be an agenda item at the next meeting. Public Member Faye Wilder stated that the votes are always 3 to 2 against Director Harris and she was tired of it. She added that the Board

refuses to send Director Harris for training. She further added that she wanted to know all the historical votes and she would walk the District informing the public.

DIRECTORS' COMMENT

President Cater stated that Director Harris was just approved for additional training and the Director Harris was offered some training and refused to go. He concurred with the public on researching the information on retirees receiving health benefits and requested that it be brought back. He further stated that the Board needs to know how it was done and whether anything can be done now. Staff was then given direction. President Cater stated that the policy has been changed subsequently to pay a portion based on the number of years worked at the District.

Director Harris stated that some of the public requested verification that certain employees had received substantial pay increases and benefit increases when President Cater reported differently. She added that one employee was given a \$10,000 pay raise and the following year it would be another \$10,000 with cost of living. She further added that these increases had taken place in the last six years and wanted President Cater to respond, because he reported differently. She also questioned why it hadn't been placed on the agenda for discussion.

Director Griffin reported that the new replica of the train station was going to be starting very soon and the ground breaking will be most likely in the next 3 weeks.

Director Blanchard stated that he had voted against the pay increases. He also added that he had received a letter from the County that stated that he had been discharging his grey water. The next offense would cost \$500.

Director Wickham stated that the employees need more money and that that was the reason the District lost Bob Ames. He added that the District is going to continue to lose employees because the Board doesn't want to pay them.

Director Harris stated that she wanted Director Wickham to present a report on the RWA meeting.

Director Griffin stated that costs have gone up. He added that the price of Levis have increased. He further added that costs have gone up at the District too. There have been cost increases to produce the water and deliver the water.

CLOSED SESSION – Conference with Legal Counsel-Anticipated Litigation-Section 54956.9

The Board went into closed session at 9:00pm.

ANNOUNCEMENTS FROM CLOSED SESSION

The Board came out of closed session at 9:32pm with no reportable action.

ADJOURNMENT

It was moved by Director Griffin seconded by Director Blanchard and carried by a vote of 5-0 to adjourn the meeting at 9:34pm.

Respectfully Submitted,

David J. Andres/Secretary

Robert Blanchard

Douglas Cater

Melvin Griffin

Mary Harris

Gerald Wickham



Executive Committee Agenda Item: 4

Date: May 10, 2023

Subject: Discuss Claims from Residents for Damages

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the documents associated with this item, then forward the claim(s) onto the May 22nd Board agenda.

Current Background and Justification:

Recently staff received outreach from a property owner who feels staff inappropriately responded to his report of a leak. Further, the property owner claims he engaged a plumber to locate a leak, which turned out to be on the District side of the service valve, i.e., District responsibility. The property owner feels the District should pay the \$1,400 invoice from the plumber.

Conclusion:

I recommend the Executive Committee review and discuss, then forward the item onto the May 22nd Board agenda.

TO: Mr. Tim Shaw
Rio Linda Elverta Community Water District
730 L Street, Rio Linda, Ca. 95673
GM@RLECWD.com

FROM: Truman Rishard
9520 Crystal Bay Lane
Elk Grove, Ca 95758
Truman_Rishard@yahoo.com

DATE: 19 April 2023

SUBJECT: 6109 Dry Creek Road, Rio Linda, Ca. 95673
Claim for Refund of Cost Incurred of \$1400.00

Mr. Shaw, thank you for the telephone conversation on 19 April 2023.

I would like to convey the information we talked about on the telephone as follows:

At the beginning of March 2023, I telephoned the RLECWD and spoke with Renata to report a problem at the water meter box at the above identified address on Dry Creek Road. She indicated that the problem would be reported and someone would go out and take a look at the situation. I waited several weeks for a response and assumed that because of the rain there was a delay in making necessary repairs. Finally, on Friday 31 March 2023 I called the RLECWD to get an updated status of the repairs. I was told a Work Order had been generated, but it did not indicate what exactly was done. The lady that answered the phone said she would follow up and call me back that day (Friday) or the following Monday, at the latest. I received no call back. On Friday 7 April 2023 I called to get another update. I was informed that someone had looked at the area in question and that the leak was on "my side" and therefore, my responsibility. I contacted a plumber who went out on 18 April 2023 to investigate and repair the leak. While the plumber was there, he called to inform me of the work and that the leak was on the "district's side" and not my side. I immediately called the RLECWD to inform your office of the situation and asked that someone be sent out as soon as possible to make the necessary repairs. About 30 minutes later I received a text from the plumber informing me that six men in three trucks from the district arrived to begin the work. Later I received an invoice for \$1400.00 from the plumber. I believe that if the district had properly followed up and the repaired the leak in early March when it was first reported, then all of these phone calls and the cost of a plumber would not have been necessary. I am therefore requesting the cost of the plumber incurred by me in the amount of \$1400.00 be reimbursed by district. A copy of the plumber's invoice is attached.

Please confirm receipt of this letter. Thank you.



Executive Committee Agenda Item: 5

Date: May 10, 2023

Subject: Annual Declaration of Doubtful Recovery Debt

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should forward this item onto the May 22nd Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

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

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

The District regular performs methods 1 and 2. The District, performed method 3 for the first time last year. compelled to include Direct Assessments in its "reasonable efforts" to recover costs, i.e., the District should execute the direct assessment method.

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

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

Conclusion:

I recommend the Executive Committee review and discuss, then forward the item onto the May 22nd Board agenda.

Location No.	Account No.	Customer Name	Status	Current	1-30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	>120 Days	Balance
573102NDOST	6130100	BRIAN CAMPBELL	Final	\$0.00	\$0.00	\$0.00	\$60.65	\$0.00	\$0.00	\$60.65
1120RINETTIOWAY	1140203	***NEW OWNER	Final	\$0.00	\$0.00	\$48.19	\$0.00	\$25.00	\$0.00	\$73.19
63410ELKHORNOMA	2103001	HAZEL YAMAUCHI	Final	\$0.00	\$12.93	\$0.00	\$0.00	\$82.77	\$0.00	\$95.70
		CONNECTED HOME								
77060MILLDALE	20070001	BUYERS LLC	Final	\$0.00	\$0.00	\$107.87	\$0.00	\$25.93	\$0.00	\$133.80
84450MIGUEL	13123007	NATHANIEL TRACY	Final	\$0.00	\$65.51	\$75.77	\$0.00	\$0.00	\$0.00	\$141.28
18640IOST	25073001	JUANA BURTON	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.32	\$27.32
805000STREET	17134000	VICKIE McCARTNEY	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.22	\$36.22
65200BEAMEROWAY	4446104	IGNACIO CASTRO	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.05	\$38.05
683507THOAVE	11165100	***ELEDINA HERNANDEZ	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.02	\$50.02
11130U0STREET	20024301	ROBERT RITTER	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.21	\$59.21
10360OOST	18118105	NATALIE VANG	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93.24	\$93.24
7400Q0STREET	15031004	RYAN ROBERTSON	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
61350RIOOLINDA	2049001	DONNA JONES	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.14	\$102.14
6135-BORIOOLIND	2049501	DONNA JONES	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105.22	\$105.22
16460C0STREET	24310200	MORENE RHINEHART	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.74	\$114.74
73120LITTLE0ACO	15405004	NICOLE LAFRANCE	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$133.85	\$133.85
3280WITHINGTON	16129002	ELIZABETH DOUGLAS	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147.32	\$147.32
4200PENNOCENTRA	16007002	RON ELLIS	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.72	\$177.72
71480RIOOLINDA	15000000	CLORENE JONES	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.02	\$208.02
9500G0STREET	23062000	SANDRA HAYER	Final	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$281.58	\$281.58

DRAFT

\$2,179.27



Executive Committee Agenda Item: 6

Date: May 10, 2023

Subject: Update on Efforts to Identify the Western Capital Partners (Purchaser of Cell Phone Revenue Rights) Successor

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should engage staff in discussion, then provide direction to staff as deemed necessary.

Current Background and Justification:

As discussed at District public meetings in April, the absence of documents associated with the 2014 District action to sell rights to collect rent from cell phone services providers (e.g., Verizon) located on the District's elevated water storage tank has caused concerns.

The absence of documents has indirectly impeded performance of necessary preventative maintenance on the elevated water storage tank.

The original agreement was between the District and Wireless Capital Partners in April / May 2014. There have been at least two mergers / acquisitions since then and the current successor entity is Diamond Communications.

Conclusion:

I recommend the Executive Committee review and discuss, then provide direction to staff.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WCP III, LLC", CHANGING ITS NAME FROM "WCP III, LLC" TO "MELTEL II W3 LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JANUARY, A.D. 2016, AT 4:59 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5199779 8100
SR# 20160340059

Authentication: 201728607
Date: 01-26-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:59 PM 01/21/2016
FILED 04:59 PM 01/21/2016
SR 20160340059 - File Number 5199779

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
WCP III, LLC**

WCP III, LLC, a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY:

1. The name of the limited liability company is WCP III, LLC.
2. The Certificate of Formation of this limited liability company is hereby amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the limited liability company formed is MelTel II W3 LLC."

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 21st day of January, 2016.

WCP III, LLC

By: 

Name: Andres Scaminaci

Title: Managing Director and Secretary

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MELTEL II W3 LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "T10 MELTEL LLC" UNDER THE NAME OF "T10 MELTEL LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF APRIL, A.D. 2019, AT 11:37 O`CLOCK A.M.

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

5038286 8100M
SR# 20192824060

Authentication: 202641953
Date: 04-15-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF MERGER
OF
MELTEL II W3 LLC
(a Delaware limited liability company)
WITH AND INTO
T10 MELTEL LLC
(a Delaware limited liability company)

T10 MelTel LLC (the “*Company*”), a limited liability company formed under the laws of the State of Delaware, hereby certifies as follows:

FIRST: The name and state of formation of each of the constituent companies of the merger (collectively, the “*Constituent Companies*” and such merger, the “*Merger*”) are as follows:

<u>Name</u>	<u>State of Formation</u>
MelTel II W3 LLC	Delaware
T10 MelTel LLC	Delaware

SECOND: The Agreement and Plan of Merger, by and between T10 MelTel LLC, a Delaware limited liability company, and MelTel II W3 LLC, a Delaware limited liability company, dated as of April 15, 2019 (the “*Merger Agreement*”), has been approved, adopted, executed and acknowledged by each of the Constituent Companies in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Act (the “*Act*”).

THIRD: The Company shall be the surviving company of the Merger (the “*Surviving Company*”) and the name of the Surviving Company shall be “T10 MelTel LLC”.

FOURTH: The certificate of formation of the Company, as amended through the date hereof, shall be the certificate of formation of the Surviving Company.

FIFTH: The Merger and this Certificate of Merger shall be effective at the date and time of filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: The executed Merger Agreement is on file at the Surviving Entity, c/o Melody Wireless Infrastructure Inc., which is located at 4 Greenwich Office Park, 1st Floor, Greenwich, Connecticut 06831.

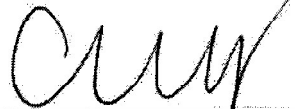
SEVENTH: A copy of the Merger Agreement shall be furnished by the Surviving Company on request, without cost, to any member of any domestic LLC or any person holding an interest in any other business entity which is to merge.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be signed this 15th day of April, 2019.

T10 MELTEL LLC

By: MelTel Land Funding LLC, as its sole member

By:  _____

Name: Celine Hannett

Title: Chief Financial Officer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "T10 MELTEL LLC", CHANGING ITS NAME FROM "T10 MELTEL LLC" TO "B MELTEL LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF APRIL, A.D. 2019, AT 11:47 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

5038286 8100
SR# 20192825370

Authentication: 202642205
Date: 04-15-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
T10 MELTEL LLC**

T10 MelTel LLC, a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY:

1. The name of the limited liability company is T10 MelTel LLC.
2. The Certificate of Formation of this limited liability company, as heretofore amended, is hereby amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follow:

"FIRST: The name of the limited liability company formed is B MelTel LLC."

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate on the 15th day of April, 2019.

T10 MELTEL LLC

By: _____

Name: Celine Hannett

Title: Chief Financial Officer and Treasurer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "B MELTEL LLC", CHANGING ITS NAME FROM "B MELTEL LLC" TO "B DIAMOND INFRA LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JUNE, A.D. 2021, AT 8:58 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

5038286 8100
SR# 20212447393

Authentication: 203446131
Date: 06-15-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:53 AM 06/15/2021
FILED 08:58 AM 06/15/2021
SR 20212447393 - File Number 5038286

**STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT
TO THE CERTIFICATE OF FORMATION
OF
B MELTEL LLC**

The undersigned, being duly authorized to execute and file this Certificate of Amendment and desiring to amend the Certificate of Formation of B MelTel LLC, pursuant to the provisions of Section 18-202 of the Delaware Limited Liability Company Act, does hereby certify as follows:

1. The name of the limited liability company is B MelTel LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST. The name of the limited liability company is B Diamond Infra LLC.

SECOND. The address of the registered office of the limited liability company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent for service of process on the limited liability company in the State of Delaware at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed as of the 15th day of June, 2021.

By: 
Authorized Person

Name: Steven Orbuch

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20140905 PAGE 0160
Acct 1003-SIMPLIFILE
Friday, SEP 05, 2014 8:51:43 AM
Ttl Pd \$54.00 Nbr-0008338598
MCY/82/2-5

PREPARED BY ~~AND~~
~~WHEN RECORDED MAIL TO:~~

Valentine Capital, LLC
c/o Wireless Capital Partners, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, California 90064 AFTER RECORDING, PLEASE RETURN TO:
Attention: Title Department Fidelity National Title Group
Asset# 428892 7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: *Mcate*

APN: 206-0253-030

MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE AGREEMENT

Lease term less than 35 years

This Memorandum of Purchase and Sale of Lease and Successor Lease Agreement (this "Memorandum") is made as of the later of the dates set forth below the signatures to this Memorandum (such date, the "Effective Date"), between Rio Linda/Elverta Water District, a special district of the State of California which acquired title as Rio Linda Water District, a county water district ("Landlord"), and Valentine Capital, LLC, a Delaware limited liability company ("Buyer").

A. Landlord, as lessor, and Clear Wireless LLC, a Nevada limited liability company ("Tenant"), as lessee, are parties to the lease described on Schedule A, attached hereto and incorporated herein by reference (as amended or supplemented, the "Lease"), with respect to the premises therein described (the "Premises"). The Premises form a part of the real property described on Schedule B, attached hereto.

** lease unrecorded*

B. Landlord and Buyer are parties to a Purchase and Sale of Lease and Successor Lease Agreement (the "Agreement"), dated as of the Effective Date, pursuant to which Landlord has, among other things, sold and assigned to Buyer, all of Landlord's right, title and interest in, under, and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of Buyer's rights under the Agreement (all capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Agreement).

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has leased the Premises to Tenant and the expiration date of the Lease (taking into account all options in favor of the Tenant to extend the term of the Lease) occurs on or about May 5, 2040. As of the Effective Date, Landlord has sold and assigned, and hereby does sell and assign, all of its right, title and interest in and to the Lease to Buyer, on the terms and subject to the conditions set forth in the Agreement. Additionally, pursuant to the Agreement, Landlord has, and hereby does, lease the Premises to Buyer on the terms and subject to the conditions set forth in the Agreement pertaining to the Successor Lease. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on the Reversion Date.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by Buyer at the address of Buyer above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the Effective Date.

DOCUMENTARY TRANSFER TAX [Signatures Appear on the Following Page]

\$0.00 CO.
\$0.00 CY.

N/A COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

COMPUTED ON FULL VALUE LESS LIENS REMAINING AT TIME OF SALE *N/A*

Signature of Declarant
CITY OF _____ UNINCORPORATED

Landlord:

Rio Linda/Elverta Water District,
a special district of the State of California

By: *Matt Longo*
Name: Matt Longo
Title: President

By: *Mary Henrici*
Name: Mary Henrici
Title: General Manager

Date: 8/21/2014

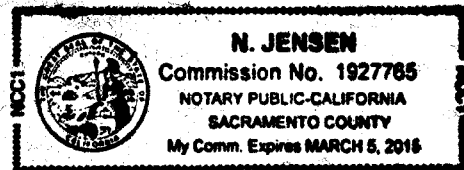
STATE OF Calif.)
COUNTY OF Sacramento

On Aug. 21, 2014, before me, N. JENSEN, a Notary Public, personally appeared Matt Longo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Calif. that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *N. Jensen* (Seal)



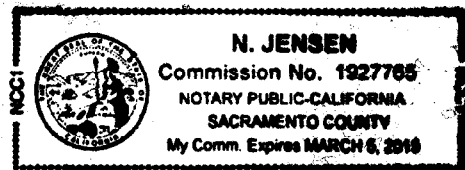
STATE OF Calif.)
COUNTY OF Sacramento

On Aug. 21, 2014, before me, N. JENSEN, a Notary Public, personally appeared Mary Henrici who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Calif. that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *N. Jensen* (Seal)



[Signatures Continue on the Following Page]

Schedule ALease Description

That certain Communication Site Lease Agreement (Water Tank), dated October 2, 2009, by and between Landlord and Clear Wireless LLC, a Nevada limited liability company.

Schedule BLegal Description

An interest in land, said interest being over a portion of the following described parent parcel:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the northerly 330 feet of Lot 68, Rio Linda Subdivision No. 2, recording in Book 14 of Maps, Map No. 47, Records of said County, described as follows:

Beginning at a point in the center of a County road on the northerly boundary line of said Lot 68 running North $89^{\circ} 1 \frac{1}{2}'$ East 150 feet from the northwest corner of said Lot 68; thence South $146 \frac{1}{2}'$ East 200 feet; thence Easterly North $89^{\circ} 1 \frac{1}{2}'$ East on a line to the point of intersection with the west line of the right of way of the Sacramento Northern Railroad as shown on the plat of Rio Linda Subdivision No. 2; thence Northerly on a curve to the left along the easterly boundary line of said Lot 68 to the northeast corner of said Lot 68; thence Westerly along the north line of said Lot 68 to the northeast corner of said Lot 68; thence Westerly along the north line of said Lot 68, 223.58 feet to the point of beginning.

APN: 206-0253-030



SITE DETAILS

Site ID:	W0571w
Site Name:	W0571w
Site Address:	724 L Street
City:	Rio Linda
State:	CA
Latitude:	38.689308
Longitude:	-121.448921
Structure Type:	Other



Population Analysis

Radius	Pop 2000	Pop 1990	Density 2000 (sq mi)	Density 1990 (sq mi)
1 mi	-	-	-	-
2 mi	-	-	-	-
5 mi	-	-	-	-

Traffic Analysis

Distance to Count (mi)	Count/Day	Hwy Name
-	-	-
-	-	-
-	-	-

LOCATION



COMPOUND VIEW



CONTACT INFO

Diamond Communications
820 Morris Turnpike, Suite 104
Short Hills, NJ 07078

Toll Free: (877) 928-3558
Phone: (973) 544-6818
Fax: (973) 258-0098
Email: info@diamondcomm.com

Sales Person: Randy Gayer
Email: rgayer@diamondcomm.com
Phone: (949) 400-5372

Melody Wireless Infrastructure acquires 908 locations from Wireless Capital Partners

Melody Wireless Infrastructure announces industry veteran David Bacino has joined the team from American Tower to lead this business

NEWS PROVIDED BY

Melody Wireless Infrastructure →

Jan 26, 2015, 06:20 ET

GREENWICH, Conn., Jan. 26, 2015 /PRNewswire/ -- Melody Wireless Infrastructure, an affiliate of Melody Capital Partners, LP, announced today that it has acquired 908 wireless infrastructure locations from Wireless Capital Partners. The acquisition increases the size of Melody's portfolio to over 2,000 locations.

Omar Jaffrey, Managing Partner at Melody Capital Partners, stated: "We are excited by this new acquisition as Melody is now one of the largest independent owners of wireless infrastructure locations in the United States. This acquisition will allow us to offer combined locations and better meet our customers' needs for wireless networks and communication services."

"With this acquisition of additional assets, we have significantly enhanced our offering of locations to carriers and other customers. We will now be providing multiple options to our carrier customers," David Bacino, the newly appointed President, stated.

Bacino joins Melody after 22 years of leadership roles in the Telecom and Wireless Sector. Bacino comes directly from American Tower where he most recently had responsibility for their Western region. Prior to this he held senior leadership roles with Powerwave Technologies, TerreStar Networks and Nextel Communications.



About Melody Capital Partners

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Melody Capital Partners is a New York based private investment firm with a unique strategy of creating financing solutions in partnership with borrowers. Melody has over \$1.3 billion in capital and focuses on senior secured loan origination and direct lending in North America. Melody's platform includes investments in telecommunications and wireless infrastructure, telecommunications service providers and related businesses.

For more information on Melody Capital Partners, please visit www.melodypartners.com.

About Melody Wireless Infrastructure

Melody Wireless Infrastructure is one of the largest independent owners of wireless cellular sites in the United States. With a portfolio of over 2,000 tower locations, structures and rooftops, we provide multiple options and combined solutions to wireless providers for network deployment.

For more information, please visit www.melodywireless.com.

SOURCE Melody Wireless Infrastructure

Related Links

<http://www.melodypartners.com>



Final Draft 05/15/02

SITE AGREEMENT

Site Name Rio Linda

This Site Agreement ("Lease" or "Agreement") dated as of August 2, 2002, is made by and between Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant"), and the RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT, a special district of the State of California, ("Owner"), who agree as follows:

1. Premises and Use.

(a) Premises. Owner owns the real property legally described on **Exhibit A**, commonly known as the Rio Linda Water District Water Tank, 724 L Street, Rio Linda, Sacramento County, California 95673 (Assessors Parcel Number 206-0253-030) ("**Owner's Property**"). Subject to the terms and conditions of this Agreement, Owner leases to Tenant that portion of Owner's Property consisting of an area on the ground of approximately 20' by 40' or approximately 800 square feet and space anticipated to be between the 70' foot and 90' foot level on the water tower (the "**Tower**") located on Owner's Property, with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the demised premises, said demised premises and right-of-way for access being substantially as depicted on **Exhibit B** (collectively, the "**Site**") attached hereto and made a part hereof.

(b) Use. The Site will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications facility including, without limitation, antennas, equipment, cable wiring and related fixtures. Owner agrees to cooperate with Tenant, at no expense to Owner, with respect to obtaining any required zoning approvals for the Site and such improvements and shall take no action which would adversely affect the status of Owner's Property with respect to the proposed use by Tenant.

2. Term. The term of this Agreement (the "**Initial Term**") is 10 years, commencing on August 15, 2002 ("**Commencement Date**") ~~both Tenant and Owner have executed this Agreement.~~ This Agreement will be automatically renewed for three additional terms (each, a "**Renewal Term**") of five years each, unless Tenant provides Owner with notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or the Renewal Term.

3. Rent.

(a) Initial Rent. Commencing on the Commencement Date, rent shall be paid in equal monthly installments of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) (until increased as set forth herein), partial months to be prorated, in advance. Rent shall be paid to Owner at Owner's address specified in Section 16 below, without demand, notice, deduction or setoff in lawful United States funds. Upon full execution of this Agreement, Tenant shall also pay to Owner as additional



consideration a one-time only fee in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) on, or before July 15, 2002.

(b) Adjustments to Rent. Rent shall be increased annually, including any Renewal Term, as of each anniversary of the Commencement Date by 4% of the rent paid during the previous year.

4. Title and Quiet Possession. Owner warrants that it has full right, power and authority to execute this Lease and is seized of good and sufficient title and interest to Owner's Property. Owner further warrants that, upon Tenant's paying the rent and observing and performing its obligations hereunder, Tenant shall have quiet enjoyment of the Site during the Term of this Lease or any Renewal Term, without disturbance by Owner or anyone claiming by, through or under Owner.

5. Assignment/Subletting. Tenant will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Tenant shall have the right to sublease or assign its rights under this Agreement without the prior consent of Owner to any of its principals, subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all of the assets of Tenant in the market defined by the FCC in which Owner's Property is located or to any entity which acquires or receives an interest in the majority of communications towers of Tenant in the market defined by the FCC in which Owner's Property is located.

6. Improvements; Access.

(a) Tenant, at Tenant's sole cost, shall have the right (but not the obligation) at any time following the full execution of this Agreement and prior to the Full Rent Commencement Date, subject to the provisions of this Agreement, to enter the Site for the purpose of making such inspections and engineering surveys (and soil tests where applicable) and other similar tests (collectively, "Tests") as Tenant shall deem appropriate to determine the suitability of the Site for Tenant's Facilities (as defined herein) and for the purpose of preparing for the construction of Tenant's Facilities. During any Tests or pre-construction work, Tenant shall have insurance as set forth in Section 12 (Insurance). Tenant shall notify Owner of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Owner. If Tenant determines, in Tenant's sole discretion, that the Site is unsuitable for Tenant's contemplated use, then Tenant shall notify Owner prior to the Commencement Date and this Agreement shall terminate.

(b) Tenant has the right, subject to the provisions of this Agreement, to construct, maintain and operate on the Site radio communications facilities, including, but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines and radio frequency transmitting and receiving antennae and improvements ("Tenant's Facilities"), provided that Owner has previously approved drawings depicting the nature and location of such facilities. Tenant's Facilities on the Tower shall be located attached or adjacent to the catwalk railing with appropriate cabling from the antennae to the remainder of the Site, all pursuant to drawings approved in advance by Owner. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Site for Tenant's communications operations and to install utility lines and transmission lines connecting antennae to transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to Tenant's Facilities and any equipment placed on the Site by Tenant shall be held by Tenant. All of Tenant's Facilities shall remain the property of Tenant and shall not be fixtures. Tenant has the right to remove all Tenant's Facilities at its sole expense on or before the expiration or termination of this Agreement, provided that Tenant repairs any damage to Owner's Property or the Site caused by a removal in order to surrender the Site to Owner pursuant to Section 6(f). For the purpose of this subsection, Owner hereby approves Tenant's plans to the extent shown on Exhibit B. Tenant shall have the right to

otherwise use such property if such equipment or use would measurably interfere with Tenant's use of the Site as described in Section 8(a) above. Owner expressly reserves the right to enter into leases, licenses and other agreements for the occupancy or use by third parties of Owner's Property or any part of Owner's Property other than the Site, including for activities related to the provision of mobile/wireless communications services, so long as Tenant reasonably determines that the activities contemplated by any such lease, license or other agreement will not measurably interfere with Tenant's use of the Site in accordance with this Agreement. Tenant's determination will be made promptly following Owner's written request. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the non-interference provisions of this Agreement and therefore, Tenant shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

9. **Utilities.** Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Site (including, but not limited to, the installation of emergency back-up power). Notwithstanding the foregoing, Tenant shall consider the possibility of obtaining back-up power through Owner's generator on Owner's Property on terms satisfactory to Tenant and Owner rather than installing another emergency back-up power source. Subject to Owner's approval of the location of said utilities, which approval shall not be unreasonably withheld or delayed, Tenant shall have the right to place utilities on (or to bring utilities across) Owner's Property in order to service the Site and Tenant's Facilities. Upon Tenant's request, Owner shall execute recordable easement(s) in form and substance reasonably satisfactory to Owner evidencing such rights. Tenant shall pay for all utilities used by it at the Site.

10. **Termination.** This Agreement may be terminated without further liability on as follows: (a) by either party upon a default of any covenant, condition or term hereof by the other party, which default is not cured within 30 days of receipt of written notice of default, provided that the cure period for a monetary default is 15 days after receipt of written notice of default; (b) by Tenant for any reason or for no reason, provided Tenant delivers written notice of termination to Owner prior to the Commencement Date; (c) by either party if Tenant does not maintain licenses, permits or other approvals necessary to the construction or operation of Tenant's Facilities; (d) by Tenant if Tenant is unable to occupy or utilize the Site due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; and (e) by Tenant if Tenant determines, in Tenant's sole discretion, that the Site is not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference; or (f) by Owner if for any reason Owner intends to remove the Tower from Owner's Property. Nothing in this agreement requires Owner to maintain the Tower if it is no longer useful for Owner's water district purposes. In the event that Owner determines that the Tower is no longer useful for such purposes, the parties shall meet and negotiate in good faith regarding Tenant's ability to maintain the Tower itself, or to construct replacement facilities on Owner's Property. Notwithstanding anything to the contrary contained herein, and provided Tenant is not in default hereunder and shall have paid all rents and sums due and payable to Owner by Tenant, Tenant shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given to Owner.

11. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the nondefaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the nondefaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the nondefaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the nonmonetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

replace, repair, add or otherwise modify Tenant's Facilities or any portion thereof, whether Tenant's Facilities are specified or not on any exhibit attached hereto, during the term of this Agreement. It is understood and agreed that Tenant's ability to use the Site is contingent upon its obtaining after the Commencement Date all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Tenant's use of the Site as set forth above.

(c) Owner shall provide access to Tenant, Tenant's employees, agents, contractors and subcontractors to the Site 24 hours a day, seven days a week, at no additional charge to Tenant, except as set forth below. Tenant shall give Owner telephonic notice of each access to the Site that Tenant intends to make, using Owner's emergency phone number after normal business hours. Owner represents and warrants that it has full rights of ingress to and egress from the Site, and hereby grants such rights to Tenant to the extent required to construct, maintain, install and operate Tenant's Facilities on the Site. Tenant's exercise of such rights shall not cause undue inconvenience to Owner or Owner's other lessees or licensees. If Owner's personnel are required to be present on Owner's Property at the request of Tenant at any time during the term of this Agreement, Tenant shall pay the labor costs for such personnel.

(d) Owner shall maintain all access roadways from the nearest public roadway to the Site in a manner sufficient to allow access. Owner shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways and use by Tenant's agents, assigns, contractors and subcontractors. If Tenant or any of Tenant's agents, assigns, contractors or subcontractors cause any such damage, Tenant shall promptly repair same at Tenant's cost.

(e) Tenant shall remove all Tenant's Facilities, at its sole expense, within ninety (90) days after the expiration or earlier termination of the Term or any Renewal Term. Tenant shall repair any damage to the Site or Owner's Property caused by such removal and shall return the Site to its original condition, including removal of any foundation installed by Tenant unless Owner approves leaving such foundation, reasonable wear and tear excepted.

(f) Tenant shall operate Tenant's Facilities in a manner that will not unreasonably interfere with access to or the security of Owner's Property. Tenant shall reasonably cooperate with Owner and any other lessee or licensee of all or any portion of Owner's Property, including, without limitation, Sprint Spectrum L.P. and AT&T Broadband, with regard to any security and/or access concerns identified by Owner.

7. **Compliance with Laws.** Tenant shall substantially comply with all applicable laws relating to its possession and use of the Site. Owner agrees to keep Owner's Property in conformance with all applicable laws and agrees to reasonably cooperate with Tenant regarding any compliance required by Tenant in respect to Tenant's use of the Site.

8. **Interference with Communications.**

(a) Tenant shall operate Tenant's Facilities in a manner that will not cause interference to communications operations or installations existing prior to commencement of Tenant's operations at the Site pursuant to that certain Ground and Tower Lease Agreement dated August 15, 1991, by and between Owner and Tenant. All Tenant's Facilities and operations by Tenant shall be in compliance with all Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") requirements. Owner shall reasonably cooperate with Tenant in order to avoid any interference described herein.

(b) After the installation of Tenant's Facilities, Owner shall not permit its employees, agents, lessees or licensees to install new equipment on Owner's Property or the Site or

12. **Indemnity and Insurance.**

(a) Tenant shall maintain the following insurance: (i) Commercial General Liability with limits of \$2 million per occurrence insuring, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Site and Owner's Property; (ii) Automobile Liability with a combined single limit of \$1 million per accident; (iii) Workers' Compensation as required by law; and (iv) standard form property insurance (all-risk coverage) equal to 90% of replacement cost covering Tenant's Facilities. Each policy maintained by Tenant will provide that cancellation will not occur without at least 15 days' prior written notice to Owner.

(b) Tenant and Owner waive any rights of recovery against the other for injury or loss due to hazards covered by their respective insurance policies and shall require their insurance policies to reflect the foregoing waiver of claims. Tenant shall name Owner as an additional insured with respect to the above Commercial General Liability insurance and provide to Owner, upon request, a copy of the certificate of insurance as satisfactory evidence of the coverages required by this Section 12.

(c) Tenant shall defend, indemnify, hold and save Owner harmless from and against any and all loss, costs, liability or damage (including reasonable attorneys' fees and court costs) to the extent arising by reason of the willful misconduct or negligence of Tenant, or its agents or employees in connection with its use of the Site, except to the extent of any willful misconduct or negligence of Owner, its agents or employees.

(d) Owner shall defend, indemnify, hold and save Tenant harmless from and against any and all loss, costs, liability or damage (including reasonable attorneys' fees or court costs) to the extent arising by reason of the willful misconduct or negligence of Owner, or Owner's agents or employees, except for any negligence or willful misconduct or omission of Tenant, its agents or employees.

(e) The foregoing indemnities in (c) and (d) will survive the termination, cancellation or expiration of this Agreement.

13. **Environmental.**

(a) **Owner's Property.** Owner routinely maintains certain Hazardous Materials, as defined below, on Owner's Property. However, Owner represents to Tenant that it has no knowledge of any such Hazardous Materials present on Owner's Property in violation of an applicable federal, state or local law, rule, regulations or governmental directive. Owner shall hold Tenant harmless and indemnify Tenant from and assume all duties, responsibility and liability at Owner's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to (a) failure to comply with environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Tenant; and (b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of Owner's Property or activities conducted thereon, unless such environmental conditions are caused by Tenant.

(b) **Definition of "Hazardous Materials".** For purposes of this Agreement, the term "Hazardous Materials" shall include, but not be limited to, any flammable, corrosive or ignitable material, any explosives, or petroleum by-products, any radioactive materials, waste or substances or any toxic substances and other substances defined as "hazardous substances," "hazardous wastes," "extremely

hazardous wastes," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Sections 9601, et seq., the Toxic Substances Control Act, 15 USC Sections 2601, et seq.; Hazardous Materials Transportation Act, 49 USC Sections 1801, et seq., the Resource Conservation and Recovery Act, 42 USC Sections 6901, et seq., and/or in the regulations, compliance and guidance documents promulgated pursuant to such laws and any similar federal, state or local law.

(c) Tenant's Warranty. Tenant shall not bring any Hazardous Materials onto the Site except for reasonable quantities of common materials used in telecommunications operations, e.g., cleaning solvents. Tenant will use, handle, store, dispose of and treat all Hazardous Materials brought onto the Site by it in accordance with all federal, state and local laws and regulations.

14. Taxes. Tenant shall pay personal property taxes assessed against Tenant's Facilities. Tenant acknowledges and agrees that (a) Owner, as a public agency, is generally exempt from real and personal property taxation, (b) Tenant's leasehold interest under this Agreement may be subject to property taxation, (c) Tenant may be subject to the payment of property taxes on such possessory leasehold interest, and (d) Tenant shall pay all such possessory interest taxes prior to delinquency.

15. Maintenance.

(a) By Tenant. Tenant will be responsible for repairing and maintaining Tenant's Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition.

(b) By Owner. Owner will maintain and repair all other portions of Owner's Property of which the Site is a part in a proper operating and reasonably safe condition, including, but not limited to, the Tower.

(c) Cooperation by Tenant. Notwithstanding any other provision of this Agreement, Owner reserves the right to maintain the Tower for its primary purpose as a water tower. Owner will attempt to immediately notify Tenant and take reasonable care not to damage Tenant's Facilities in case of emergency maintenance by Owner.

16. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth below:

Owner: Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, CA 95673
Attn: General Manager

Phone for Access Notice: (916) 991-1000

Tenant: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

17. Casualty. In the event of damage by fire or other casualty to the Site that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if Owner's Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's

operations at the Site for more than forty-five (45) days, then Tenant may at any time following such fire or other casualty, provided Owner has not completed the restoration required to permit Tenant to resume its operation at the Site, terminate this Agreement upon fifteen (15) days written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rent shall abate during the period of repair following such fire or other casualty.

18. **Condemnation.** In the event of any condemnation of Owner's Property, Tenant may terminate this Agreement upon fifteen (15) days written notice to Owner if such condemnation may reasonably be expected to disrupt Tenant's operations at the Site for more than forty-five (45) days. Tenant may on its own behalf make a claim in any condemnation proceeding involving the Site for losses related to antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

19. **Subordination & Non-Disturbance.** At Owner's option, this Agreement shall be subordinate to any mortgage or other security interest by Owner which from time to time may encumber all or part of Owner's Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Owner's interest and also Tenant's right to remain in occupancy of and have access to the Site as long as Tenant is not in default of this Agreement. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event Owner's Property is encumbered by a mortgage or other security interest, Owner immediately after this Agreement is executed, will obtain and furnish to Tenant, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event Owner defaults in the payment and/or other performance of any mortgage or other security interest encumbering Owner's Property, Tenant, may, at its sole option and without obligation, cure or correct Owner's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Tenant to cure or correct such defaults.

20. **Miscellaneous.**

(a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement.

(b) This Agreement is governed by the laws of the State of California.

(c) Upon request either party may require that a Memorandum of Agreement be recorded in the Official Records of Sacramento County in the form of **Exhibit C**. The cost of recording shall be paid by the party requesting that the Memorandum of Agreement be recorded.

(d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, including without limitation, that certain Ground and Tower Lease Agreement dated August 15, 1991, between Owner and Tenant. Any amendments to this Agreement must be in writing and executed by both parties.

(e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.

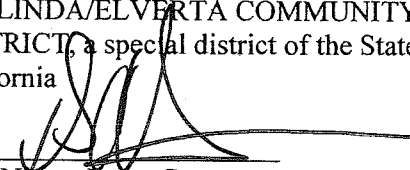
(g) Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation or expiration of this Agreement will so survive.

(h) All exhibits attached to this Agreement are incorporated herein by this reference.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and C.

OWNER

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT, a special district of the State of California

By 
 Print Name: Doug Cater
 President, Board of Directors
 S.S./Tax No. 68-0107697
 Address: 730 L Street

Rio Linda, CA 95673

Date August 2, 2002

TENANT

SACRAMENTO-VALLEY LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS

By AirTouch Cellular, Its General Partner

By: 

Name: Robert F. Swaine

Its: Area Vice President - Network West

Date 7-15-02

EXHIBIT A
to
SITE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY

Site Name Rio Linda

The real property situated in the Community of Rio Linda, County of Sacramento, State of California, commonly described as 724 L Street and more particularly described as follows:

That portion of the Northerly 330 feet of Lot 68, Rio Linda Subdivision No. 2, recording in Book 14 of Maps, Map No. 47, records of said County, described as follows:

BEGINNING at a point in the center of a County road on the Northerly boundary line of said Lot 68 running North $89^{\circ} 1 \frac{1}{2}'$ East 150 feet from the Northwest corner of said Lot 68; thence South $1^{\circ} 46 \frac{1}{2}'$ East 200 feet; thence Easterly North $89^{\circ} 1 \frac{1}{2}'$ East on a line to the point of intersection with the West line of the right of way of the Sacramento Northern Railroad as shown on the plat of Rio Linda Subdivision No. 2; thence Northerly on a curve to the left along the Easterly boundary line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68, 223.58 feet to the point of beginning.

Owner Initials



Tenant Initials



MEMORANDUM OF SITE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Re: Rio Linda Cell Site)

(Space above this line for Recorder's use.)

MEMORANDUM OF SITE AGREEMENT

THIS MEMORANDUM OF SITE AGREEMENT evidences that a Site Agreement ("Lease") was entered into as of August 15, 2002, by and between Rio Linda/Elverta Community Water District, a special district of the State of California ("Owner"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant") concerning certain real property located in the County of Sacramento, State of California, Assessors Parcel Number 206-0253-030 ("Owner's Property"), as more particularly described in Exhibit "A1" attached hereto, together with a grant of rights of access thereto and to electric and telephone facilities for an initial term of ten (10) years, which term is subject to certain rights to extend by Tenant.

IN WITNESS WHEREOF, Owner and Tenant have duly executed this Memorandum of Site Agreement as of the day and year first above written.

OWNER:

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

By: [Signature]
Name: DOUG CATER
Title: BOARD PRESIDENT

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless

By AirTouch Cellular, Its General Partner
By: [Signature]
Name: Robert F. Swaine
Title: Area Vice President - Network West

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On 7-15-02
Date

before me, Carolyn J. Wilson, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert F. Swaine
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

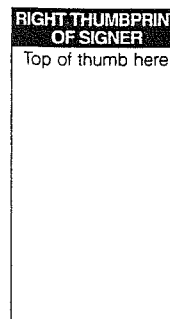


EXHIBIT "A1"DESCRIPTION OF OWNER'S PROPERTY**Site Name Rio Linda**

The real property situated in the Community of Rio Linda, County of Sacramento, State of California, commonly described as 724 L Street and more particularly described as follows:

That portion of the Northerly 330 feet of Lot 68, Rio Linda Subdivision No. 2, recording in Book 14 of Maps, Map No. 47, records of said County, described as follows:

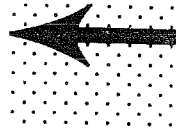
BEGINNING at a point in the center of a County road on the Northerly boundary line of said Lot 68 running North $89^{\circ} 1 \frac{1}{2}'$ East 150 feet from the Northwest corner of said Lot 68; thence South $1^{\circ} 46 \frac{1}{2}'$ East 200 feet; thence Easterly North $89^{\circ} 1 \frac{1}{2}'$ East on a line to the point of intersection with the West line of the right of way of the Sacramento Northern Railroad as shown on the plat of Rio Linda Subdivision No. 2; thence Northerly on a curve to the left along the Easterly boundary line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68, 223.58 feet to the point of beginning.

State of California)
County of Sacramento) ss.

On August, 2002, before me, Michael Costa, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michael Costa (Seal)



State of _____)
County of _____) ss.

On _____, 20____, before me, _____, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of _____)
County of _____) ss.

On _____, 20____, before me, _____, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT C
to
SITE AGREEMENT

MEMORANDUM OF SITE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Re: Rio Linda Cell Site)

(Space above this line for Recorder's use.)

MEMORANDUM OF SITE AGREEMENT

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IN WITNESS WHEREOF, Owner and Tenant have duly executed this Memorandum of Site Agreement as of the day and year first above written.

OWNER:

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

By: 

Name: Doug Cater

Title: President, Board of Directors

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless

By: AirTouch Cellular, Its General Partner

By: _____

Name: Robert F. Swaine

Title: Area Vice President - Network West

EXHIBIT "A1"DESCRIPTION OF OWNER'S PROPERTY**Site Name Rio Linda**

The real property situated in the Community of Rio Linda, County of Sacramento, State of California, commonly described as 724 L Street and more particularly described as follows:

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BEGINNING at a point in the center of a County road on the Northerly boundary line of said Lot 68 running North $89^{\circ} 1 \frac{1}{2}'$ East 150 feet from the Northwest corner of said Lot 68; thence South $1^{\circ} 46 \frac{1}{2}'$ East 200 feet; thence Easterly North $89^{\circ} 1 \frac{1}{2}'$ East on a line to the point of intersection with the West line of the right of way of the Sacramento Northern Railroad as shown on the plat of Rio Linda Subdivision No. 2; thence Northerly on a curve to the left along the Easterly boundary line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68 to the North East corner of said Lot 68; thence Westerly along the North line of said Lot 68, 223.58 feet to the point of beginning.



Executive Committee Agenda Item: 7

Date: May 10, 2023

Subject: Expenditure Report

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the Expenditures of the District for the month of March 2023, then forward the report onto the May 22, 2023 Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The Expenditures report summarizes all payments made by the District for the reporting period.

Conclusion:

Consistent with District policies, Expenditures are to be reviewed by this committee and presented to the Board of Directors to inform Board Members and the public of all expenditures of public funds.

Accrual Basis

**Rio Linda Elverta Community Water District
Expenditure Report
March 2023**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/08/2023	EFT	QuickBooks Payroll Service	For PP Ending 03/04/23 Pay date 03/09/23	17,840.80
Liability Check	03/09/2023	EFT	CalPERS	For PP Ending 03/04/23 Pay date 03/09/23	2,796.83
Liability Check	03/09/2023	EFT	CalPERS	For PP Ending 03/04/23 Pay date 03/09/23	1,182.24
Liability Check	03/09/2023	EFT	Internal Revenue Service	Employment Taxes	6,645.32
Liability Check	03/09/2023	EFT	Employment Development	Employment Taxes	1,255.76
Liability Check	03/09/2023	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,844.74
Bill Pmt -Check	03/09/2023	EFT	Adept Solutions	Computer Maintenance	1,333.00
Bill Pmt -Check	03/09/2023	EFT	Comcast	Phone	108.48
Bill Pmt -Check	03/09/2023	EFT	Republic Services	Utilities	131.16
Bill Pmt -Check	03/09/2023	EFT	Verizon	Field Communication, Field IT	421.82
Bill Pmt -Check	03/09/2023	EFT	Voyager Fleet Commander	Fuel	174.25
Check	03/09/2023	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	03/09/2023	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	49,500.00
Check	03/09/2023	2477	Sacramento County Clerk Recorder	Lien Fees	140.00
Check	03/09/2023	2478	VOID	VOID	0.00
Check	03/09/2023	2479	Customer	Capacity Fee Overpayment	307.66
Bill Pmt -Check	03/09/2023	2480	ABS Direct	Printing, Postage	249.52
Bill Pmt -Check	03/09/2023	2481	ACWA/JPIA Powers Insurance Authority	EAP	23.80
Bill Pmt -Check	03/09/2023	2482	Buckmaster Office Solutions	Office Equipment	60.07
Bill Pmt -Check	03/09/2023	2483	Chacon, Socorro	Notary	175.00
Bill Pmt -Check	03/09/2023	2484	Corelogic Solutions	Subscription	100.00
Bill Pmt -Check	03/09/2023	2485	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	03/09/2023	2486	ICONIX Waterworks	Distribution Supplies	1,498.82
Bill Pmt -Check	03/09/2023	2487	Intermedia.net	Telephone	80.19
Bill Pmt -Check	03/09/2023	2488	Maze & Associates	Auditor Fees	6,060.00
Bill Pmt -Check	03/09/2023	2489	RDO Equipment Co.	Construction Equipment Maintenance	709.15
Bill Pmt -Check	03/09/2023	2490	Rio Linda Hardware & Building Supply	Shop Supplies	174.53
Bill Pmt -Check	03/09/2023	2491	Sacramento Business Journal	Subscription	130.00
Bill Pmt -Check	03/09/2023	2492	Sierra Chemical Company	Treatment	1,732.50
Bill Pmt -Check	03/09/2023	2493	SMUD	Utilities	13,526.67
Bill Pmt -Check	03/09/2023	2494	Staples	Office Expense	51.30
Bill Pmt -Check	03/09/2023	2495	USA BlueBook	Treatment	475.83
Bill Pmt -Check	03/09/2023	2496	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	03/09/2023	2497	Verizon Wireless	Internet	45.02
Bill Pmt -Check	03/09/2023	2498	WellTec, Inc.	Pumping Maintenance	1,679.99
Bill Pmt -Check	03/09/2023	2499	Ferguson Enterprises	Capital Improvement: Small Meter Replacement	28,342.56
Bill Pmt -Check	03/17/2023	EFT	ARCO	Fuel	719.99
Check	03/27/2023	EFT	Wageworks	FSA Administration Fee	76.25
Liability Check	03/22/2023	EFT	QuickBooks Payroll Service	For PP Ending 03/18/23 Pay date 03/23/23	17,498.98
Liability Check	03/23/2023	EFT	CalPERS	For PP Ending 03/18/23 Pay date 03/23/23	2,817.54
Liability Check	03/23/2023	EFT	CalPERS	For PP Ending 03/18/23 Pay date 03/23/23	1,182.24
Liability Check	03/23/2023	EFT	Internal Revenue Service	Employment Taxes	6,585.36

Accrual Basis

**Rio Linda Elverta Community Water District
Expenditure Report
March 2023**

Type	Date	Num	Name	Memo	Amount
Liability Check	03/23/2023	EFT	Employment Development	Employment Taxes	1,259.81
Liability Check	03/23/2023	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	1,826.14
Liability Check	03/23/2023	EFT	Kaiser Permanente	Health Insurance	2,186.97
Bill Pmt -Check	03/23/2023	EFT	PGE	Utilities - 2 months billing	1,101.72
Liability Check	03/23/2023	EFT	Principal	Dental & Vision Insurance	1,765.52
Liability Check	03/23/2023	EFT	Western Health Advantage	Health Insurance	12,092.92
Bill Pmt -Check	03/23/2023	EFT	Umpqua Bank Credit Card	Backflow testing, Computer, Office, Postage, Pump Maint	2,337.05
Check	03/23/2023	2500	Customer	Final Bill Refund	93.22
Bill Pmt -Check	03/23/2023	2501	Affordable Heating & Air	Pumping Maintenance	1,209.00
Bill Pmt -Check	03/23/2023	2502	BSK Associates	Lab Fees	560.00
Bill Pmt -Check	03/23/2023	2503	ICONIX Waterworks, Inc.	Distribution Supplies	121.77
Bill Pmt -Check	03/23/2023	2504	Oreilly Automotive	Construction Equipment Maintenance	51.46
Bill Pmt -Check	03/23/2023	2505	Quill	Office Expense	173.45
Bill Pmt -Check	03/23/2023	2506	Rio Linda Elverta Recreation & Park	Meeting Expense	100.00
Bill Pmt -Check	03/23/2023	2507	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	03/23/2023	2508	Spok, Inc.	Field Communication	15.42
Bill Pmt -Check	03/23/2023	2509	Staples	Office Expense	51.30
Bill Pmt -Check	03/23/2023	2510	Tak Communications	Contract Repairs	2,730.00
Bill Pmt -Check	03/23/2023	2511	Two Brothers Cathodic Services	Pumping Maintenance	1,538.75
Bill Pmt -Check	03/23/2023	2512	Unifirst Corporation	Uniforms	334.68
Bill Pmt -Check	03/23/2023	2513	White Brenner, LLP	Legal	1,520.00
Total 10020 - Operating Account Budgeted Expenditures					<u>221,055.25</u>
Bill Pmt -Check	03/09/2023	2476	Teamsters	Union Dues	679.00
Liability Check	03/09/2023	EFT	California State Disbursement Unit	Employee Garnishment	227.53
Liability Check	03/15/2023	EFT	AFLAC	Employee Funded Premiums	745.84
Liability Check	03/23/2023	EFT	California State Disbursement Unit	Employee Garnishment	227.53
EFT	03/31/2023	EFT	WageWorks	FSA Expenditures - Employee Funded	888.54
Total 10020 - Operating Account Non-Budgeted Expenditures: Employee Paid Pass-throughs					<u>2,768.44</u>

Accrual Basis

**Rio Linda Elverta Community Water District
Expenditure Report
March 2023**

Type	Date	Num	Payee	Memo	Amount
Transfer	03/09/2023	EFT	RLEPWD	Capital Improvement Transfer for Funds paid with Operating: Refer to check 1499	28,342.56
10475 · Capital Improvement-Umpqua Bank					<u>28,342.56</u>



Executive Committee Agenda Item: 8

Date: May 10, 2023

Subject: Financial Statements

Staff Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review the Finance Reports of the District for the month of March 2023, then forward the report onto the May 22, 2023 Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

The financial reports are the District's balance sheet, profit and loss, budget performance, and capital improvements year to date. This report provides a snapshot of the District's fiscal health for the period covered.

Once each quarter (including this report) staff provides an expanded version of the Finance Reports to provide additional finance details to the Board and public.

Conclusion:

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform the Board Members and the public on the District's financial condition.

Rio Linda Elverta Community Water District

Balance Sheet
As of March 31, 2023

ASSETS	
Current Assets	
Checking/Savings	
100 - Cash & Cash Equivalents	
10000 - Operating Account	
10020 - Operating Fund-Umpqua	1,422,473.46
Total 10000 - Operating Account	<u>1,422,473.46</u>
10475 - Capital Improvement	
10480 - General	597,588.96
10481 - Cr6 Mitigation	454,500.00
10485 - Vehicle Replacement Reserve	17,948.49
Total 10450 - Capital Improvement	<u>1,070,037.45</u>
Total 100 - Cash & Cash Equivalents	<u>2,492,510.91</u>
102 - Restricted Assets	
102.2 - Restricted for Debt Service	
10700 - ZIONS Inv/Surcharge 1 Reserve	504,094.10
10300 - Surcharge 1 Account	915,618.21
10350 - Umpqua Bank - Revenue Bond	99,263.82
10380 - Surcharge 2 Account	263,184.09
Total 102.2 - Restricted for Debt Service	<u>1,782,160.22</u>
102.4 - Restricted Other Purposes	
10385 - Available Funding Cr6 Projects	557,893.53
10490 - Future Capital Imp Projects	1,630,842.64
10600 - LAIF Account - Capacity Fees	807,737.64
10650 - Operating Reserve Fund	337,448.15
Total 102.4 - Restricted Other Purposes	<u>3,333,921.96</u>
Total 102 - Restricted Assets	<u>5,116,082.18</u>
Total Checking/Savings	7,608,593.09
Accounts Receivable	219,336.06
Other Current Assets	
12000 - Water Utility Receivable	471,956.72
12200 - Accrued Revenue	0.00
12250 - Accrued Interest Receivable	1,614.60
15000 - Inventory Asset	52,310.62
16000 - Prepaid Expense	55,335.92
Total Other Current Assets	<u>581,217.86</u>
Total Current Assets	<u>8,409,147.01</u>
Fixed Assets	
17000 - General Plant Assets	685,384.68
17100 - Water System Facilites	25,039,859.58
17300 - Intangible Assets	373,043.42
17500 - Accum Depreciation & Amort	-11,137,668.41
18000 - Construction in Progress	424,288.05
18100 - Land	576,672.45
Total Fixed Assets	<u>15,961,579.77</u>
Other Assets	
18500 - ADP CalPERS Receivable	470,000.00
19000 - Deferred Outflows	478,923.00
19900 - Suspense Account	0.00
Total Other Assets	<u>948,923.00</u>
TOTAL ASSETS	<u><u>25,319,649.78</u></u>

Balance Sheet
As of March 31, 2023

LIABILITIES & EQUITY**Liabilities****Current Liabilities**

Accounts Payable	21,827.82
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Credit Cards	66.00
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Other Current Liabilities	938,143.51
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Total Current Liabilities	960,037.33
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Long Term Liabilities

23000 · OPEB Liability	66,836.00
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23500 · Lease Buy-Back	558,032.27
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25000 · Surcharge 1 Loan	3,094,197.71
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25050 · Surcharge 2 Loan	2,325,040.16
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26000 · Water Rev Refunding	1,506,424.00
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26500 · ADP CalPERS Loan	440,000.00
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27000 · Community Business Bank	140,123.22
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29000 · Net Pension Liability	4,903.00
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29500 · Deferred Inflows-Pension	4,280.00
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29600 · Deferred Inflows-OPEB	56,611.00
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Total Long Term Liabilities	8,196,447.36
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Total Liabilities	9,156,484.69
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Equity

31500 · Invested in Capital Assets, Net	8,829,942.46
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32000 · Restricted for Debt Service	705,225.24
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38000 · Unrestricted Equity	5,588,376.42
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Net Income	1,039,620.97
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Total Equity	16,163,165.09
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TOTAL LIABILITIES & EQUITY	25,319,649.78
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Rio Linda Elverta Community Water District
Quarterly Detailed Operating Profit & Loss Budget Performance
March 2023

	<u>Annual Budget</u>	<u>Mar 23</u>	<u>Jul 22-Mar 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
40000 · Operating Revenue					
40100 · Water Sales					
40101 · Basic Service Charge	1,110,746.00	194,108.62	843,936.06	75.98%	266,809.94
40102 · Usage Charge	1,753,654.00	126,876.70	1,196,946.09	68.25%	556,707.91
40105 · Backflow Charge	29,600.00	4,977.37	21,430.80	72.40%	8,169.20
40106 · Fire Prevention	23,300.00	4,084.50	19,356.48	83.08%	3,943.52
40110 · Bi-Monthly Accrual	0.00	-150,000.00	0.00	0.00%	0.00
Total 40100 · Water Sales	<u>2,917,300.00</u>	<u>180,047.19</u>	<u>2,081,669.43</u>	<u>71.36%</u>	<u>835,630.57</u>
40200 · Water Services					
40201 · Application Fees	6,500.00	200.00	4,300.00	66.15%	2,200.00
40202 · Delinquency	90,000.00	1,393.00	44,285.40	49.21%	45,714.60
40209 · Misc. Charges	7,000.00	360.00	5,710.53	81.58%	1,289.47
Total 40200 · Water Services	<u>103,500.00</u>	<u>1,953.00</u>	<u>54,295.93</u>	<u>52.46%</u>	<u>49,204.07</u>
40300 · Other Water Service Fees					
40301 · New Construction QC	4,000.00	600.00	2,200.00	55.00%	1,800.00
40302 · Service Connection Fees	10,000.00	0.00	16,656.66	166.57%	-6,656.66
40304 · Other Operating Revenue	6,000.00	0.00	5,954.92	99.25%	45.08
Total 40300 · Other Water Service Fees	<u>20,000.00</u>	<u>600.00</u>	<u>24,811.58</u>	<u>124.06%</u>	<u>-4,811.58</u>
Total 40000 · Operating Revenue	<u>3,040,800.00</u>	<u>182,600.19</u>	<u>2,160,776.94</u>	<u>71.06%</u>	<u>880,023.06</u>
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.66	29.69	84.83%	5.31
Total 41110 · Investment Revenue	<u>35.00</u>	<u>3.66</u>	<u>29.69</u>	<u>84.83%</u>	<u>5.31</u>
41120 · Property Tax	109,100.00	0.00	80,998.16	74.24%	28,101.84
Total 41000 · Nonoperating Revenue	<u>109,135.00</u>	<u>3.66</u>	<u>81,027.85</u>	<u>74.25%</u>	<u>28,107.15</u>
Total Income	<u>3,149,935.00</u>	<u>182,603.85</u>	<u>2,241,804.79</u>	<u>71.17%</u>	<u>908,130.21</u>
Gross Income	3,149,935.00	182,603.85	2,241,804.79	71.17%	908,130.21
Expense					
60000 · Operating Expenses					
60010 · Professional Fees					
60011 · General Counsel-Legal	22,800.00	1,520.00	17,090.67	74.96%	5,709.33
60012 · Auditor Fees	23,700.00	0.00	23,700.00	100.00%	0.00
60013 · Engineering Services	70,000.00	5,000.00	40,000.00	57.14%	30,000.00
60015 · Other Professional Fees	0.00	0.00	0.00	0.00%	0.00
Total 60010 · Professional Fees	<u>116,500.00</u>	<u>6,520.00</u>	<u>80,790.67</u>	<u>69.35%</u>	<u>35,709.33</u>
60100 · Personnel Services					
60110 · Salaries & Wages					
60111 · Salary - General Manager	120,759.00	9,471.02	89,146.81	73.82%	31,612.19
60112 · Staff Regular Wages	660,234.00	43,631.82	426,742.42	64.64%	233,491.58
60113 · Contract Extra Help	0.00	0.00	0.00	0.00%	0.00
60114 · Staff Standby Pay	18,250.00	1,400.00	13,300.00	72.88%	4,950.00
60115 · Staff Overtime Pay	11,000.00	76.76	7,505.37	68.23%	3,494.63
Total 60110 · Salaries & Wages	<u>810,243.00</u>	<u>54,579.60</u>	<u>536,694.60</u>	<u>66.24%</u>	<u>273,548.40</u>
60150 · Employee Benefits & Expense					
60151 · PERS Retirement	127,292.00	9,687.33	89,950.75	70.67%	37,341.25
60152 · Workers Compensation	13,029.00	1,214.45	11,151.38	85.59%	1,877.62
60153 · Group Insurance	219,560.00	15,733.95	134,403.52	61.22%	85,156.48
60154 · Retirees Insurance	36,200.00	3,150.00	11,879.80	32.82%	24,320.20
60155 · Staff Training	5,000.00	0.00	0.00	0.00%	5,000.00
60157 · Uniforms	6,750.00	420.29	3,996.63	59.21%	2,753.37
60158 · Payroll Taxes	63,854.00	4,206.85	43,347.61	67.89%	20,506.39
60159 · Payroll Service	1,400.00	94.55	922.45	65.89%	477.55
60160 · 457 Employer Contribution	18,055.00	1,228.03	12,634.63	69.98%	5,420.37
Total 60150 · Employee Benefits & Expense	<u>491,140.00</u>	<u>35,735.45</u>	<u>308,286.77</u>	<u>62.77%</u>	<u>182,853.23</u>

Rio Linda Elverta Community Water District
Quarterly Detailed Operating Profit & Loss Budget Performance
March 2023

	<u>Annual Budget</u>	<u>Mar 23</u>	<u>Jul 22-Mar 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Total 60100 · Personnel Services	1,301,383.00	90,315.05	844,981.37	64.93%	456,401.63
60200 · Administration					
60205 · Bank & Merchant Fees	3,500.00	142.00	1,090.63	31.16%	2,409.37
60207 · Board of Director/Meeting Fee	15,700.00	800.00	7,575.00	48.25%	8,125.00
60210 · Building Expenses					
60211 · Office Utilities	6,750.00	1,300.14	5,559.18	82.36%	1,190.82
60212 · Janitorial	2,340.00	195.00	1,755.00	75.00%	585.00
60213 · Maintenance	3,200.00	414.13	1,983.56	61.99%	1,216.44
60214 · Security	775.00	0.00	168.00	21.68%	607.00
Total 60210 · Building Expenses	<u>13,065.00</u>	<u>1,909.27</u>	<u>9,465.74</u>	<u>72.45%</u>	<u>3,599.26</u>
60220 · Computer & Equipment Maint.					
60221 · Computer Systems	29,700.00	2,026.99	23,707.74	79.82%	5,992.26
60222 · Office Equipment	875.00	0.00	432.71	49.45%	442.29
Total 60220 · Computer & Equipment Maint.	<u>30,575.00</u>	<u>2,026.99</u>	<u>24,140.45</u>	<u>78.96%</u>	<u>6,434.55</u>
60230 · Office Expense	5,225.00	62.05	3,901.44	74.67%	1,323.56
60240 · Postage and Delivery	20,000.00	145.21	13,501.32	67.51%	6,498.68
60250 · Printing	7,500.00	112.33	5,406.44	72.09%	2,093.56
60255 · Meetings & Conferences	461.00	0.00	40.00	8.68%	421.00
60260 · Publishing	1,206.00	0.00	1,206.00	100.00%	0.00
60270 · Telephone & Internet	4,750.00	233.73	3,526.56	74.24%	1,223.44
60430 · Insurance					
60431 · General Liability	31,176.00	2,791.25	23,563.16	75.58%	7,612.84
60432 · Property	11,800.00	1,106.26	9,956.34	84.38%	1,843.66
Total 60430 · Insurance	<u>42,976.00</u>	<u>3,897.51</u>	<u>33,519.50</u>	<u>78.00%</u>	<u>9,456.50</u>
60500 · Water Memberships					
60503 · SGA	30,777.00	0.00	30,777.00	100.00%	0.00
60504 · ACWA	11,140.00	0.00	11,140.00	100.00%	0.00
60505 · CSDA	8,186.00	0.00	8,186.00	100.00%	0.00
60507 · CRWA	1,435.00	0.00	1,435.00	100.00%	0.00
Total 60500 · Water Memberships	<u>51,538.00</u>	<u>0.00</u>	<u>51,538.00</u>	<u>100.00%</u>	<u>0.00</u>
60550 · Permits & Fees	46,600.00	315.00	45,108.88	96.80%	1,491.12
60555 · Subscriptions & Licensing	2,120.00	100.00	799.50	37.71%	1,320.50
60560 · Elections	1,887.00	0.00	1,887.00	100.00%	0.00
60565 · Uncollectible Accounts	2,835.00	0.00	0.00	0.00%	2,835.00
60570 · Other Operating Expenses	500.00	0.00	0.00	0.00%	500.00
Total 60200 · Administration	<u>250,438.00</u>	<u>9,744.09</u>	<u>202,706.46</u>	<u>80.94%</u>	<u>47,731.54</u>

Rio Linda Elverta Community Water District
Quarterly Detailed Operating Profit & Loss Budget Performance
March 2023

	<u>Annual Budget</u>	<u>Mar 23</u>	<u>Jul 22-Mar 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
64000 · Conservation					
64001 · Community Outreach	300.00	0.00	0.00	0.00%	300.00
Total 64000 · Conservation	<u>300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300.00</u>
65000 · Field Operations					
65100 · Other Field Operations					
65110 · Back Flow Testing	3,000.00	0.00	2,516.59	83.89%	483.41
65120 · Construction Equip Maintenance	9,000.00	78.38	3,585.71	39.84%	5,414.29
65130 · Field Communication	3,400.00	209.24	2,453.13	72.15%	946.87
65140 · Field IT	35,000.00	2,078.23	19,111.85	54.61%	15,888.15
65150 · Laboratory Services	24,000.00	1,882.00	9,010.50	37.54%	14,989.50
65160 · Safety Equipment	6,000.00	0.00	317.80	5.30%	5,682.20
65170 · Shop Supplies	7,000.00	1,069.00	2,206.61	31.52%	4,793.39
Total 65100 · Other Field Operations	<u>87,400.00</u>	<u>5,316.85</u>	<u>39,202.19</u>	<u>44.85%</u>	<u>48,197.81</u>
65200 · Treatment	25,000.00	2,753.01	18,437.88	73.75%	6,562.12
65300 · Pumping					
65310 · Maintenance	25,000.00	-108.31	22,250.23	89.00%	2,749.77
65320 · Electricity & Fuel	260,000.00	13,327.19	155,995.32	60.00%	104,004.68
Total 65300 · Pumping	<u>285,000.00</u>	<u>13,218.88</u>	<u>178,245.55</u>	<u>62.54%</u>	<u>106,754.45</u>
65400 · Transmission & Distribution					
65410 · Distribution Supplies	59,950.00	575.60	23,351.13	38.95%	36,598.87
65430 · Tank Maintenance	6,280.00	1,538.75	4,948.75	78.80%	1,331.25
65440 · Contract Repairs	79,000.00	2,730.00	43,665.32	55.27%	35,334.68
65450 · Valve Replacements	15,000.00	0.00	0.00	0.00%	15,000.00
65460 · Paving Repairs	25,000.00	0.00	0.00	0.00%	25,000.00
Total 65400 · Transmission & Distribution	<u>185,230.00</u>	<u>4,844.35</u>	<u>71,965.20</u>	<u>38.85%</u>	<u>113,264.80</u>
65500 · Transportation					
65510 · Fuel	16,000.00	849.14	12,174.63	76.09%	3,825.37
65520 · Maintenance	5,000.00	50.32	3,028.56	60.57%	1,971.44
Total 65500 · Transportation	<u>21,000.00</u>	<u>899.46</u>	<u>15,203.19</u>	<u>72.40%</u>	<u>5,796.81</u>
Total 65000 · Field Operations	<u>603,630.00</u>	<u>27,032.55</u>	<u>323,054.01</u>	<u>53.52%</u>	<u>280,575.99</u>
Total 60000 · Operating Expenses	<u>2,272,251.00</u>	<u>133,611.69</u>	<u>1,451,532.51</u>	<u>63.88%</u>	<u>820,718.49</u>
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	152,273.00	0.00	63,273.00	41.55%	89,000.00
69110 · Interest	48,650.00	0.00	24,797.52	50.97%	23,852.48
Total 69100 · Revenue Bond	<u>200,923.00</u>	<u>0.00</u>	<u>88,070.52</u>	<u>43.83%</u>	<u>112,852.48</u>
69125 · AMI Meter Loan					
69130 · Principle	52,948.00	0.00	53,307.14	100.68%	-359.14
69135 · Interest	5,566.00	0.00	5,206.78	93.55%	359.22
Total 69125 · AMI Meter Loan	<u>58,514.00</u>	<u>0.00</u>	<u>58,513.92</u>	<u>100.00%</u>	<u>0.08</u>
69200 · PERS ADP Loan					
69205 · Principle	30,000.00	0.00	0.00	0.00%	30,000.00
69210 · Interest	1,739.00	0.00	0.00	0.00%	1,739.00
Total 69200 · PERS ADP Loan	<u>31,739.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>31,739.00</u>
Total 69010 · Debt Service	<u>291,176.00</u>	<u>0.00</u>	<u>146,584.44</u>	<u>50.34%</u>	<u>144,591.56</u>
69400 · Other Non-Operating Expense	3,000.00	0.00	0.00	0.00%	3,000.00
Total 69000 · Non-Operating Expenses	<u>294,176.00</u>	<u>0.00</u>	<u>146,584.44</u>	<u>49.83%</u>	<u>147,591.56</u>
Total Expense	<u>2,566,427.00</u>	<u>133,611.69</u>	<u>1,598,116.95</u>	<u>62.27%</u>	<u>968,310.05</u>
Net Ordinary Income	<u>583,508.00</u>	<u>48,992.16</u>	<u>643,687.84</u>		
Net Income	<u>583,508.00</u>	<u>48,992.16</u>	<u>643,687.84</u>		

Accrual Basis

Rio Linda Elverta Community Water District
CAPITAL BUDGET VS ACTUAL FISCAL YEAR 2022-23
As of March 31, 2023

	GENERAL		FUTURE CAPITAL IMPROVEMENT PROJECTS		VEHICLE & LARGE EQUIPMENT REPLACEMENT	
	Annual Budget	YTD Actual	Annual Budget	YTD Actual	Annual Budget	YTD Actual
FUNDING SOURCES						
Fund Transfers						
Operating Fund Transfers In	594,000.00	445,500.00	-	-	-	-
Operating Fund Transfers Out	(59,000.00)	(59,000.00)				
CIP Fund Intrafund Transfers	(312,737.00)	-	302,737.00	-	10,000.00	-
PERS ADP Loan Payment						
Principle			30,000.00	-		
Interest			1,739.00	-		
Investment Revenue	85.00	70.41	110.00	123.27	-	-
PROJECTS						
A · WATER SUPPLY	-					
A-1 · Miscellaneous Pump Replacements	40,000.00	1,329.99				
Total A · WATER SUPPLY	40,000.00	1,329.99	-	-	-	-
B · WATER DISTRIBUTION						
B-1 · Service Replacements	30,000.00	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	46,153.59	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	478,844.00	79,650.00	-	-
Total B · WATER DISTRIBUTION	155,000.00	46,153.59	478,844.00	79,650.00	-	-
M · GENERAL PLANT ASSETS						
M-1 · Urban Water Management Plan	50,000.00	50,000.00	-	-	-	-
Total M · GENERAL PLANT ASSETS	50,000.00	50,000.00	-	-	-	-
TOTAL BUDGETED PROJECT EXPENDITURES	245,000.00	97,483.58	478,844.00	79,650.00	-	-

Accrual Basis

Rio Linda Elverta Community Water District
Capacity Revenue Profit & Loss Budget Performance
January - March 2023

	<u>Annual Budget</u>	<u>Jan-Mar 23 Current QTR</u>	<u>Jul 22-Mar 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Income					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	1,000.00	3,778.80	5,924.86	592.49%	-4,924.86
	<u>1,000.00</u>	<u>3,778.80</u>	<u>5,924.86</u>	<u>592.49%</u>	<u>-4,924.86</u>
44100 · Capacity Fee Revenue	500,000.00	23,519.85	409,919.85	81.98%	90,080.15
Total Income	<u>501,000.00</u>	<u>27,298.65</u>	<u>415,844.71</u>	<u>83.0%</u>	<u>85,155.29</u>
Gross Income	<u>501,000.00</u>	<u>27,298.65</u>	<u>415,844.71</u>	83.0%	85,155.29
Net Income	<u><u>501,000.00</u></u>	<u><u>27,298.65</u></u>	<u><u>415,844.71</u></u>		

Accrual Basis

Rio Linda Elverta Community Water District
Surcharge 1 Profit & Loss Budget Performance
January - March 2023

	<u>Annual Budget</u>	<u>Jan-Mar 23 Current QTR</u>	<u>Jul 22-Mar 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Income					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41111 · Dividend Revenue	0.00	709.13	1,549.79	100.0%	-1,549.79
41112 · Interest Revenue	1,000.00	2,138.31	5,919.32	591.93%	-4,919.32
41113 · Market Value Adjustment	0.00	2,996.30	-3,492.10	100.0%	3,492.10
	<u>1,000.00</u>	<u>5,843.74</u>	<u>3,977.01</u>	<u>397.7%</u>	<u>-2,977.01</u>
43010 · Surcharge 1 Revenue	<u>523,374.00</u>	<u>176,283.28</u>	<u>380,689.42</u>	<u>72.74%</u>	<u>142,684.58</u>
Total Income	<u>524,374.00</u>	<u>182,127.02</u>	<u>384,666.43</u>	<u>73.36%</u>	<u>139,707.57</u>
Gross Income	524,374.00	182,127.02	384,666.43	73.36%	139,707.57
Expense					
69150 · Surcharge 1 Loan					
69155 · Principle	379,389.00	0.00	188,483.22	49.68%	190,905.78
69160 · Interest	81,966.00	0.00	42,194.10	51.48%	39,771.90
69170 · Admin Fees	2,300.00	500.21	1,589.99	69.13%	710.01
Total 69150 · Surcharge 1 Loan	<u>463,655.00</u>	<u>500.21</u>	<u>232,267.31</u>	<u>50.1%</u>	<u>231,387.69</u>
Total Expense	<u>463,655.00</u>	<u>500.21</u>	<u>232,267.31</u>		
Net Income	<u><u>60,719.00</u></u>	<u><u>181,626.81</u></u>	<u><u>152,399.12</u></u>		

Accrual Basis

Rio Linda Elverta Community Water District
Surcharge 2 Profit & Loss Budget Performance
January - March 2023

	<u>Annual Budget</u>	<u>Jan-Mar 23 Current QTR</u>	<u>Jul 22-Mar 23 YTD</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Income					
41000 · Non-Operating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	500.00	22.67	63.98	12.8%	436.02
	<u>500.00</u>	<u>22.67</u>	<u>63.98</u>	<u>12.8%</u>	<u>436.02</u>
43050 · Surcharge 2 Revenue	439,019.00	146,495.45	316,484.55	72.09%	122,534.45
Total Income	<u>439,519.00</u>	<u>146,518.12</u>	<u>316,548.53</u>	<u>72.02%</u>	<u>122,970.47</u>
Gross Income	439,519.00	146,518.12	316,548.53	72.02%	122,970.47
Expense					
69175 · Surcharge 2 Loan					
69180 · Principle	230,000.00	115,000.00	230,000.00	100.0%	0.00
69185 · Interest	81,920.00	40,016.66	81,919.33	100.0%	0.67
Total 69175 · Surcharge 2 Loan	<u>311,920.00</u>	<u>155,016.66</u>	<u>311,919.33</u>	<u>100.0%</u>	<u>0.67</u>
Total Expense	<u>311,920.00</u>	<u>155,016.66</u>	<u>311,919.33</u>		
Net Income	<u><u>127,599.00</u></u>	<u><u>-8,498.54</u></u>	<u><u>4,629.20</u></u>		

	Monthly 2022 Revenue	Percent of Total
Jan	\$222,096.00	8%
Feb	\$160,156.00	6%
Mar	\$230,964.00	8%
Apr	\$166,726.00	6%
May	\$323,976.00	11%
Jun	\$159,082.00	6%
Jul	\$228,522.00	8%
Aug	\$159,615.00	6%
Sep	\$535,340.00	19%
Oct	\$151,919.00	5%
Nov	\$335,071.00	12%
Dec	\$150,133.00	5%

\$2,823,600.00

2021		
	Monthly 2021 Revenue	Percent of Total
Jan	\$241,695.00	9%
Feb	\$172,412.00	6%
Mar	\$234,729.00	9%
Apr	\$158,697.00	6%
May	\$313,221.00	12%
Jun	\$159,301.00	6%
Jul	\$181,423.00	7%
Aug	\$166,920.00	6%
Sep	\$386,403.00	14%
Oct	\$159,808.00	6%
Nov	\$342,064.00	13%
Dec	\$157,684.00	6%

\$2,674,357.00

