

Agenda
Rio Linda / Elverta Community Water District
Executive Committee

September 6, 2022 @ 6:00 P.M.

New Beginnings Fellowship Church
7008 10th Street
Rio Linda, CA 95673

THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC WITH SOME REASONABLE LIMITATIONS PURSUANT
TO CURRENT STATE AND COUNTY GUIDELINES.

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. Engineers Update
2. Fiscal Year 2022-2023 Budget Revision
3. Professional Services Agreement with Independent Auditor
4. Discuss the Past Several Years of Regulatory / Enforcement New Mandates
5. Discuss the process for annual performance review of the General Manager.
6. Discuss the Appropriateness for Establishing MOU Re-opener Negotiations Ad Hoc Committee.
7. Discuss Expenditures for July 2022.
8. Discuss Financial Reports for July 2022.

Directors' and General Manager Comments:

Items Requested for Next Month's Committee Agenda

Adjournment

Next Executive Committee meeting: October 4, 2022 Visitors/Depot 6730 Front St., Rio Linda, CA 95673

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: September 6, 2022

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. Annual Pipe Replacement Project – Dry Creek Road
2. Active Developments
 - a. Fox Hollow Residential Development (28 lots, 6th Street between Q Street and S Street)
3. Elkhorn/Rio Linda Blvd Water Valve Adjustment
4. 18th Street Customer Buried Meter
5. 2020 UWMP

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 September 19, 2022 Board of Directors Meeting agenda with recommendations as necessary.



Executive Committee Agenda Item: 2

Date: September 6, 2022

Subject: **FY 2022-2023 Budget Revision**

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review documents and engage staff in dialog regarding the need for a budget revision, then forward an item onto the September 19th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

District policy stipulates the Board may revise the budget when costs are higher than anticipated and/or revenues are lower than anticipated. The ongoing inflation crisis is impacting the District at least as much as it is impacting the rest of the world. Simultaneously, the mandated declaration of a water shortfall with associated contingency implantation has resulted in approximately 15-20% conservation during the time of year which historically features the highest water volume sells.

Several annual expense increases are beyond the record level of inflation. The District's property and liability insurance increased more than 70% due to new facilities (Well 16) and spiraling cyber security insurance. Other expenses were unanticipated (e.g., raising iron for road work at Elkhorn and Rio Linda Blvd).

In summary, the proposed budget revision moves funding from the annual pipe replacement project in fiscal year 2022/2023 back into the operating budget for the cost overruns (inflation and insurance) and simultaneous revenue shortfalls consequent to inflation.

Conclusion:

I recommend the Executive Committee review and discuss, then forward this item onto the September 19th Board agenda with the Committee's recommendation for Board approval.

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
REVENUE						
	40000 OPERATING REVENUE					
	40100 Water Service Rates					
	40101	Basic Service Charge	1,110,746.00	1,110,746.00	0.00	
	40102	Usage Charge	1,753,654.00	1,753,654.00	0.00	
	40105	Backflow Charge	29,600.00	29,600.00	0.00	
	40106	Fire Prevention	23,300.00	23,300.00	0.00	
		Total Water Service Rates	2,917,300.00	2,917,300.00	0.00	
	40200 Water Service Fees					
	40201	Application Fees	6,500.00	6,500.00	0.00	
	40202	Delinquency	90,000.00	90,000.00	0.00	
	40209	Misc. Charges	7,000.00	7,000.00	0.00	
		Total Water Services	103,500.00	103,500.00	0.00	
	40300 Other Water Service Fees					
	40301	New Construction QC	4,000.00	4,000.00	0.00	
	40302	Service Connection Fees	10,000.00	10,000.00	0.00	
	40304	Other Operating Revenue	6,000.00	6,000.00	0.00	Decreased for Surplus items sold in previous FY
	40305	Grant Revenue-Operating	0.00	0.00	0.00	
		Total Other Water Service Fees	20,000.00	20,000.00	0.00	
	TOTAL OPERATING REVENUE		3,040,800.00	3,040,800.00	0.00	
	41000 NON-OPERATING REVENUES					
	41110	Investment Revenue	35.00	35.00	0.00	Decreased based on prior FY actual
	41120	Property Taxes & Assessments	109,100.00	109,100.00	0.00	Increased based on prior year actual
	TOTAL NON-OPERATING REVENUE		109,135.00	109,135.00	0.00	
TOTAL REVENUE			\$3,149,935.00	\$3,149,935.00	0.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
OPERATING EXPENSE						
	60010 PROFESSIONAL FEES					
	60011	General Counsel fees-Legal	\$15,000.00	\$15,000.00	\$0.00	
	60012	Auditor Fees	23,200.00	23,200.00	0.00	
	60013	Engineering Services	70,000.00	70,000.00	0.00	
	60015	Other Professional Fees	0.00	0.00	0.00	
		TOTAL PROFESSIONAL FEES	108,200.00	108,200.00	0.00	
	60100 PERSONNEL SERVICES					
	60110	Salaries & Wages				
	60111	Salary - General Manager	120,759.00	120,759.00	0.00	
	60112	Staff Regular Wages	660,234.00	660,234.00	0.00	
	60113	Contract Extra Help	0.00	0.00	0.00	
	60114	Staff Standby Pay	18,250.00	18,250.00	0.00	
	60115	Staff Overtime Pay	11,000.00	11,000.00	0.00	
		Total Salaries & Wages	810,243.00	810,243.00	0.00	
	60150	Employee Benefits and Expenses				
	60151	PERS Retirement	127,292.00	127,292.00	0.00	
	60152	Workers Compensation	13,029.00	13,029.00	0.00	
	60153	Medical & Benefit Insurance	224,760.00	224,760.00	0.00	
	60154	Retirees Insurance	36,200.00	36,200.00	0.00	
	60155	Staff Training	5,000.00	5,000.00	0.00	
	60157	Uniforms	6,750.00	6,750.00	0.00	
	60158	Payroll Taxes	63,854.00	63,854.00	0.00	
	60159	Payroll Services	1,400.00	1,400.00	0.00	
	60160	457 Employer Contribution	18,055.00	18,055.00	0.00	
		Total Employee Benefits and Expenses	496,340.00	496,340.00	0.00	
		TOTAL PERSONNEL SERVICES	\$1,306,583.00	\$1,306,583.00	\$0.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
	60200	ADMINISTRATION				
	60205	Bank and Merchant Fees	\$3,500.00	\$3,500.00	\$0.00	
	60207	Board Member/Meeting Expense	14,200.00	14,200.00	0.00	
	60210	Building Expenses				
	60211	Office Utilities	6,750.00	6,750.00	0.00	
	60212	Janitorial	2,340.00	2,340.00	0.00	
	60213	Maintenance	3,200.00	3,200.00	0.00	
	60214	Security	775.00	775.00	0.00	
		Total Building Expenses	13,065.00	13,065.00	0.00	
	60220	Computer & Equipment Maint.				
	60221	Computer Systems	25,000.00	25,000.00	0.00	
	60222	Office Equipment	875.00	875.00	0.00	
		Total Computer & Equipment Maint.	25,875.00	25,875.00	0.00	
	60230	Office Expense	5,225.00	5,225.00	0.00	
	60240	Postage and Delivery	20,000.00	20,000.00	0.00	
	60250	Printing	7,500.00	7,500.00	0.00	
	60255	Meetings & Conferences	500.00	500.00	0.00	
	60260	Publishing	735.00	800.00	65.00	Increased for actual expenditures
	60270	Telephone & Internet	4,750.00	4,750.00	0.00	
	60430	Insurance				
	60431	General Liability	31,176.00	31,176.00	0.00	
	60432	Property	11,800.00	11,800.00	0.00	
		Total Insurance	42,976.00	42,976.00	0.00	
	60500	Water Memberships				
	60503	SGA	30,777.00	30,777.00	0.00	
	60504	ACWA	11,697.00	11,697.00	0.00	
	60505	CSDA	7,996.00	7,996.00	0.00	
	60507	CRWA	1,435.00	1,435.00	0.00	
		Total Water Memberships	51,905.00	51,905.00	0.00	
	60550	Permits & Fees	37,500.00	37,500.00	0.00	
	60555	Subscriptions & Licensing	2,120.00	2,120.00	0.00	
	60560	Elections	3,000.00	3,000.00	0.00	
	60565	Uncollectable Accounts	2,835.00	2,835.00	0.00	
	60570	Other Operating Expenditures	500.00	500.00	0.00	
	TOTAL ADMINISTRATION		\$236,186.00	\$236,251.00	\$65.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
	64000 CONSERVATION					
	64001	Community Outreach	300.00	300.00	0.00	
	64005	Other Conservation Programs	0.00	0.00	0.00	
	TOTAL CONSERVATION		300.00	300.00	0.00	
	65000 FIELD OPERATIONS					
	65100	Other Field Operations				
	65110	Backflow Testing	\$3,000.00	\$3,000.00	\$0.00	
	65120	Construction Equipment Maintenance	9,000.00	9,000.00	0.00	
	65130	Field Communication	3,400.00	3,400.00	0.00	
	65140	Field IT	35,000.00	35,000.00	0.00	
	65150	Laboratory Services	24,000.00	24,000.00	0.00	
	65160	Safety Equipment	6,000.00	6,000.00	0.00	
	65170	Shop Supplies	7,000.00	7,000.00	0.00	
		Total Other Field Operations	87,400.00	87,400.00	0.00	
	65200	Treatment	25,000.00	25,000.00	0.00	
	65300	Pumping				
	65310	Maintenance	25,000.00	25,000.00	0.00	
	65320	Electricity and Fuel	260,000.00	260,000.00	0.00	
		Total Pumping	285,000.00	285,000.00	0.00	
	65400	Transmission & Distribution				
	65410	Distribution Supplies	59,950.00	59,950.00	0.00	
	65430	Tank Maintenance	6,280.00	6,280.00	0.00	
	65440	Contract Repairs	20,000.00	79,000.00	59,000.00	Increased for additional expenditures. Funded from CIP Project Funding Schedule
	65450	Valve Replacements	15,000.00	15,000.00	0.00	
	65460	Paving Repairs	25,000.00	25,000.00	0.00	
		Total Transmission & Distribution	126,230.00	185,230.00	59,000.00	
	65500	Transportation				
	65510	Fuel	16,000.00	16,000.00	0.00	
	65520	Maintenance	5,000.00	5,000.00	0.00	
		Total Transportation	21,000.00	21,000.00	0.00	
	TOTAL FIELD OPERATIONS		\$544,630.00	\$603,630.00	\$59,000.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
TOTAL OPERATING EXPENSES			\$2,195,899.00	\$2,254,964.00	\$59,065.00	
NON OPERATING EXPENSES						
	69010 Debt Service					
	69100	Revenue Bond 2015: Term 11/1/2031				
	69105	Revenue Bond 2015-Principle	152,273.00	152,273.00	0.00	
	69120	Interest	48,650.00	48,650.00	0.00	
		Total Revenue Bond 2015	200,923.00	200,923.00	0.00	
	69125	AMI Meter Loan: Term 7/23/2025				
	69130	Principle	52,948.00	52,948.00	0.00	
	69135	Interest	5,566.00	5,566.00	0.00	
		Total AMI Meter Loan	58,514.00	58,514.00	0.00	
	69200	PERS ADP Loan: Term 6/1/2036				
	69205	Principle	30,000.00	30,000.00	0.00	
	69210	Interest	1,739.00	1,739.00	0.00	
		Total PERS ADP Loan	31,739.00	31,739.00	0.00	
		69400 Other Non Operating Expense	3,000.00	3,000.00	0.00	
TOTAL NON OPERATING EXPENSES			\$294,176.00	\$294,176.00	0.00	
TOTAL EXPENSE			\$2,490,075.00	\$2,549,140.00	\$59,065.00	

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
NET INCOME (Income-Expense)			\$659,860.00	\$600,795.00	(\$59,065.00)	
OPERATING FUND BALANCE						
	Operating Account Balance June 30		\$1,034,664.00	\$1,056,874.00		
	Net Revenue		\$659,860.00	\$600,795.00		
	Transfer to GL 10010 Operating Reserve		(\$7,300.00)	(\$28,273.00)	20,973.00	Increased to adjust per policy
	Transfer to Future Imp Projects		(\$28,000.00)	\$0.00	(28,000.00)	Decreased no additional funds needed for Annual Pipeline Replacement
	Transfer Surplus Sales to Capital Improvement: Large Equipment Replacement		(\$25,650.00)	\$0.00	(25,650.00)	Decreased to adjust for prior year surplus revenue.
	Transfer to Capital Improvement Funds		(576,700.00)	(594,000.00)	17,300.00	Increased to adjust per rate study
	Transfer from Capital Improvement Funds		0.00	59,000.00	(59,000.00)	Adjustment for budget shortfall from CIP Project Funding Schedule
	Estimated Operating Fund Balance June 30		\$1,056,874.00	\$1,094,396.00		
SURCHARGE 1 FUND BALANCE/Term: 06/30/2030						
	Surcharge 1 Fund Balance June 30		\$727,777.00	\$790,196.00		
	43010	Surcharge Revenue	523,374.00	523,374.00	0.00	
	41110	Investment Revenue	2,500.00	1,000.00	(1,500.00)	Decreased to adjust for projected revenue
	69155	SRF Principle	(369,821.00)	(379,389.00)	9,568.00	Per Loan Payment Schedule
	69160	SRF Interest	(91,534.00)	(81,966.00)	(9,568.00)	Per Loan Payment Schedule
	69220	SRF Administration	(2,100.00)	(2,300.00)	200.00	Increased to adjust for projected costs
	Estimated Surcharge 1 Fund Balance June 30		\$790,196.00	\$850,915.00		
SURCHARGE 2 FUND BALANCE/Term: 04/01/2033						
	Surcharge 2 Fund Balance June 30		\$238,110.00	\$283,801.00		
	43050	Surcharge 2 Revenue	439,019.00	439,019.00	0.00	
	41110	Investment Revenue	800.00	5,000.00	4,200.00	Increased to adjust for projected revenue
		Surcharge 2 Surplus Repayment	(79,747.00)	0.00	(79,747.00)	Last repayment in prior fiscal year
	69180	Principle	(225,000.00)	(230,000.00)	5,000.00	Per Loan Payment Schedule
	69185	Interest	(89,381.00)	(81,920.00)	(7,461.00)	Per Loan Payment Schedule
	Estimated Surcharge 2 Fund Balance June 30		\$283,801.00	\$415,900.00		
LAIF FUND (CAPACITY FEES) BALANCE						
	LAIF Fund Balance June 30		\$335,797.00	\$837,197.00		
	44100	Capacity Fee Revenue	500,000.00	500,000.00	0.00	
	41110	Investment Revenue	1,400.00	1,000.00	(400.00)	Decreased to adjust for projected revenue

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
OPERATING BUDGET
2022-2023**

			2022-2023 BUDGET	2022-2023 BUDGET REVISION	DIFFERENCE	EXPLANATION
		Estimated LAIF Fund Balance June 30	\$837,197.00	\$1,338,197.00		

**RIO LINDA ELVERTA COMMUNITY WATER DISTRICT
CAPITAL BUDGET
2022-2023**

	GENERAL	FUTURE CAPITAL IMPROVEMENT PROJECTS	VEHICLE & LARGE EQUIPMENT REPLACEMENT	TOTAL	
FUNDING SOURCES					
	Fund Transfers				
	Operating Fund Transfers In	594,000.00	0.00	0.00	594,000.00
	Operating Fund Transfers Out	(59,000.00)	0.00		
	CIP Fund Intrafund Transfers	(312,737.00)	302,737.00	10,000.00	0.00
	PERS ADP Loan Payment				
	Principle	0.00	30,000.00	0.00	30,000.00
	Interest	0.00	1,739.00	0.00	1,739.00
	Investment Revenue	85.00	110.00	0.00	195.00
TOTAL FUNDS AVAILABLE FOR CIP PROJECTS					
	557,242.00	2,044,955.00	27,948.00	2,630,145.00	
PROJECTS					
A · WATER SUPPLY					
	A-1 · Miscellaneous Pump Replacements	40,000.00	0.00	0.00	40,000.00
Total A · WATER SUPPLY					
	40,000.00	0.00	0.00	40,000.00	
B · WATER DISTRIBUTION					
	B-1 · Service Replacements	30,000.00	0.00	0.00	30,000.00
	B-2 · Small Meter Replacements	120,000.00	0.00	0.00	120,000.00
	B-3 · Large Meter Replacements	5,000.00	0.00	0.00	5,000.00
	B-4 · Pipeline Replacement	0.00	478,844.00	0.00	478,844.00
Total B · WATER DISTRIBUTION					
	155,000.00	478,844.00	0.00	633,844.00	
M · GENERAL PLANT ASSETS					
	M-1 · Urban Water Management Plan	50,000.00	0.00	0.00	50,000.00
Total M · GENERAL PLANT ASSETS					
	50,000.00	0.00	0.00	50,000.00	
TOTAL BUDGETED PROJECT EXPENDITURES					
	245,000.00	478,844.00	0.00	723,844.00	
NOTE:					
	Operating Fund Transfers Out of \$59,000 covers operating shortfall for Contract Repairs GL 65440. Funding comes from CIP Project Funding Schedule: Annual Pipeline Replacement for current year only from \$211,000 to \$152,000				



Executive Committee Agenda Item: 3

Date: September 6, 2022

Subject: **Professional Services Agreement with Independent Auditor**

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should review and discuss the documents associated with this item, then forward this item onto the September 19th Board agenda with the Committee's recommendation for Board approval.

Current Background and Justification:

As previously communicated to the Board, the previous auditor is deceased. As such, a Request For Proposals (RFP) process was initiated with Board approval. Staff has evaluated the qualification and experience of the two respondents to the RFP and determined the most qualified and experienced services provider relative to the District's need.

Staff has prepared a Professional Service Agreement (small scope, standard form) for Board consideration

Conclusion:

I recommend the Executive Committee forward the professional services agreement onto the September 19th Board agenda with the Committee's recommendation for Board approval.

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT

AGREEMENT FOR CONSULTING SERVICES

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into this 19 day of September 2022, by and between the Rio Linda Elverta Community Water District, a county water district of the State of California (“District”) and Maze & Associates (“Consultant”), (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. Consultant represents to District that it is a duly qualified and licensed firm experienced in providing consulting services as a financial auditor.

B. In the judgment of the Board of Directors of District, it is necessary and desirable to employ the services of Consultant to perform consulting services on the above referenced water supply project (the “Project”).

C. Consultant has been selected as the most qualified to perform the services as a financial auditor.

D. All compensation shall be based on a time and materials not to exceed bases using billing rates provided in the Scope of Services attached as **Exhibit A**.

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

AGREEMENT

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

Section 2. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after Consultant completes performance of the Services (“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”). Consultant, 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, Consultant shall perform the Services as described in **Exhibit A**. Consultant shall not receive additional compensation for the performance of any services unless approved by the District in writing.

(b) *Modification of Services.* Only the District’s General Manager may authorize, in writing, extra or changed work. Failure of Consultant to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further waives any and all

right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Consultant warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed. 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 Consultant for all Services described in the approved Scope of Services and which are to be performed by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Professional Liability:* Professional liability insurance for damages incurred by reason of any actual or alleged negligent act, error or omission by sub-consultant in the amount of One Million Dollars (\$1,000,000.00) combined single limit each occurrence and annual aggregate. If the

Consultants prime agreement requires the sub-consultant to carry additional Professional Liability insurance the sub-consultant shall increase their Professional Liability insurance to meet the prime agreement's requirements for the duration of the Project.

(b) *General Liability.* Consultant shall carry commercial general liability insurance in an amount no less than 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.* Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code.

(d) *Automobile Liability Insurance.* Consultant shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

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

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

Section 16. Notices. Any notice or communication required hereunder between District and Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly

addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

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

If to Consultant: Maze & Associates
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523
Tel: (925) 930-0902

Section 17. Exhibits. Exhibit A referred to below and attached to herein is by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Scope of Services

Section 18. General Provisions.

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE.]

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

DISTRICT:

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

By: _____
Timothy R. Shaw, General Manager

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, District Counsel

CONSULTANT:

By: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform and complete the following Scope of Services in accordance with the details and specifications described below, which shall include a Completion Schedule and description of the Compensation:

Price includes all the basic audit work and reports, statements and other deliverables specified in your request for proposal. Our price also includes the items below at **no additional cost**:

- 1) Year-round support and telephone consultation on pertinent issues affecting the District,
- 2) Copies of our journal entries and our leadsheets used to support the amounts in your financial statements,
- 3) **Free full day of training** at our annual MazeLive event,
- 4) Active Partner involvement in your work **every year**,
- 5) Our typed interim Accounting Issues Memorandum,
- 6) Overviews and summaries of upcoming pronouncements and regulation affecting the audited financial statements.
- 7) Direct dump of general ledger data into our ProSystems trial balance software which is fully linked to financial statement formats.

Fees and Billings

Progress billings will be made on the pro-rated audit work completed during the course of the engagement. Fees are firm fixed prices. Fees are based on the District's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the District and District personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

Any consulting work you request will be performed at the same rates as audit work.

If the District would like additional services, those can be evaluated, and our standard billing rates would apply as follows:

Partner - \$ 300
Manager - \$150
Supervisor - \$120
Associates - \$95

See attached original Cost Proposal

AUDIT SERVICES COST PROPOSAL

PREPARED FOR



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

David Alvey, CPA, Partner
3478 Buskirk Ave, Suite 215
Pleasant Hill, CA 94523
(925) 930-0902 (Phone) - (925) 930-0135 (Fax)
david@mazeassociates.com

M **MAZE**
& ASSOCIATES

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TOTAL ALL-INCLUSIVE MAXIMUM PRICE

Maze & Associates Certification

David Alvey and Vikki Rodriguez are authorized to submit this proposal and negotiate and sign a contract with the Rio Linda/Elverta Community Water District (District). Our offer is firm and irrevocable for a period of 90 days from the date of this proposal.

What Our Price Includes

Our price includes all the basic audit work and reports, statements and other deliverables specified in your request for proposal. Our price also includes the items below at **no additional cost**:

- 1) Year-round support and telephone consultation on pertinent issues affecting the District,
- 2) Copies of our journal entries and our leadsheets used to support the amounts in your financial statements,
- 3) **Free full day of training** at our annual MazeLive event,
- 4) Active Partner involvement in your work **every year**,
- 5) Our typed interim Accounting Issues Memorandum,
- 6) Overviews and summaries of upcoming pronouncements and regulation affecting the audited financial statements.
- 7) Direct dump of general ledger data into our ProSystems trial balance software which is fully linked to financial statement formats.

Fees and Billings

Progress billings will be made on the pro-rated audit work completed during the course of the engagement. Our fees are firm fixed prices. In determining our fees, we understand that the District's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the District and District personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

If the District would like additional services, those can be evaluated and our standard billing rates would apply as follows:

<u>Position</u>	<u>Rate</u>
Partner	\$ 300
Manager	150
Supervisor	120
Associates	95

PROPOSED FEES (Continued)

Total All-Inclusive Maximum Price

	Hours (2)	Hourly Rates (3)	Totals 2022	Optional Extensions				
				2023	2024	2025	2026	
Annual Comprehensive Financial Report (ACFR) & Management Letter:								
Partner	15	\$300	\$4,500	\$4,600	\$4,700	\$4,900	\$5,100	
Supervisor	39	120	4,600	4,700	4,900	5,100	5,300	
Associates	120	90	10,800	11,200	11,600	12,000	12,400	
Office	<u>4</u>	70	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	<u>300</u>	
ACFR & Management Letter:	178		<u>20,200</u>	<u>20,800</u>	<u>21,500</u>	<u>22,300</u>	<u>23,100</u>	
Out-of-pocket expenses (1)			<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total all-inclusive maximum price:	<u>178</u>		<u>\$20,200</u>	<u>\$20,800</u>	<u>\$21,500</u>	<u>\$22,300</u>	<u>\$23,100</u>	

NOTES:

- (1) Out-of-pocket expenses are included in our standard hourly rate.
- (2) Estimated hours are expected to remain constant.
- (3) The hourly rates can be used for any additional work the District may request that would be outside the scope of the audit engagement.



Executive Committee

Agenda Item: 4

Date: September 6, 2022

Subject: Long-Term Trend of Water Purveyor New Mandates

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

There is no anticipated Board action related to this item, i.e., informational item

Current Background and Justification:

The Board has received unwarranted criticism regarding the current cost of service, e.g. “the District was managed better 20-years ago because look at the rates back then”. Such criticism is, in staff’s opinion, irrational.

The following is a non-inclusive list of the last 10-years of regulatory/enforcement mandates and new requirements. All of which have added to the cost of providing service.

- SB-555 (2015) annual water loss audit and data validation. This report is uploaded each fall to the Dept. of Water Resources. At RLECWD, one staff member performs the audit and another staff member, which required certification, validates the audit. The audit, validations, and submittal expend at least 40-person hours of staff time. Outsourcing of the validation service would cost the District ratepayers \$3,000 each year.
- US EPA (2003) mandated Emergency Response Plan and associated Risk and Resiliency Assessment. This mandate commenced around 2003 (after 9-11) and was revised with a new requirement to include natural disasters within the past two years. These requirements expend approximately 80-hours of staff time. Outsourcing of this requirement would cost the District ratepayers approximately \$10,000 every time EPA requires re-submittal.
- SB-998 (2018) Discontinuation of Residential Water Service for Non-Payment. This law created substantive additional requirements which must be completed prior to discontinuing of water service. There were already considerable requirements, but this law at least doubled the workload of documentation. Further, this law created fines for

the water agencies at \$100 per day for every day a water customer's service is off if the water agency is not fully compliant with the requirements of SB 998. This new requirement would have resulted in hiring a new position unless the District outsourced other tasks (printing, folding, stuffing, and mailing water bills), the outsourcing costs are directly attributable to SB-998 requirements.

- SB 606 and AB 1668 (2018) Water Use Efficiency Mandates. The District has already expended resources for compliance. The District has been reporting the monthly gallons per day per capita to the DRINQ portal for the last few years. This November, the District will need to draft and submit a plan to the Department of Water Resources to address how the District intends to meet the indoor standard, the outdoor standard, the water loss standard and the Commercial Industrial Institutional standards.
- Urban Water Management Plan new requirements – (2021) Water Supply and Demand Assessments. The District complied with the new requirement in June and July of 2022. The report expended about 40-person hours of staff time.
- Electronic Annual Report (2018) – This comprehensive online report expends approximately 80-hours of staff time. Although this report requirement was codified in 2018, a similar report was mandated via emergency rule making (executive order) during the multi-year drought emergency 2013-2016.
- Mandatory Residential Fire Sprinklers (2011) this building code adopted by California in 2010 has substantial carryover into water distribution. If the sprinkler system is NOT passive purge, the water system must require a backflow prevention device. Additionally, 5/8 and 3/4 inch services are infeasible for creating the minimum flowrate for the fire sprinkler systems, i.e. required a change to the District's specifications. Staff is regularly consulting with the fire protection service, developers and home-builders regarding compliance issues.
- New MCLs - (continuous) the hexavalent chromium MCL re-adoption is nearly complete. The state has already commenced new MCL adoption processes for PFOAs and micro-plastics. The state and federal governments have updated the Lead and Copper monitoring requirements (more monitoring and reporting) and updated the Total Coliform Rule. All of these new and updated limits have both direct and indirect impacts on staff time.
- Underground Services Assessments (USAs), even though this requirement has existed for decades, the number of person hours expended has at least tripled over the past 5-years. There is a new digital submittal requirement, and the amount of infrastructure (pipes, internet cable, road work etc. has intensified, which results in scores of USAs every week.

Conclusion:

There is no anticipated Board action consequent to this item, however, the Committee may wish to share this report with the full board with or without modifications. Members of the public have tended to assume everything associated with water service has stayed the same, which means increased rates are unwarranted.



Executive Committee Agenda Item: 5

Date: September 6, 2022

Subject: **Process for Annual Performance Evaluation of GM**

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should engage in dialog regarding this item, then direct staff as appropriate.

Current Background and Justification:

Although the Board conducted a performance evaluation of the General Manager at last month's Board meeting, The scope of the evaluation at the 8-15-2022 meeting was not sufficient to constitute the annual performance evaluation.

The GM's employment agreement stipulates an annual performance evaluation and further stipulates additional actions contingent upon whether or not the Board finds the GM's performance "satisfactory".

In some of the past years, the Board has appointed an ad hoc committee to recommend Board actions regarding the performance review.

Conclusion:

The Executive Committee should engage staff and provide directions and recommendations for the next steps on conducting the annual performance review.



Executive Committee Agenda Item: 6

Date: September 6, 2022

Subject: **MOU Re-Opener for COLA**

Contact: Timothy R. Shaw, General Manager

Recommended Committee Action:

The Executive Committee should engage staff in discussion on the potential requirement to re-open MOU negotiations for the purpose of negotiating the Cost of Living Adjustment due for implementation at the end of November 2022.

Current Background and Justification:

The MOU renewal negotiations that were completed last February included a stipulation that negotiations could be re-opened if the October 2022 (reported in November) consumer price index was too high to enable use of the 2.5% credit the employees banked from the November 2021 Cost of Living Adjustment.

Past practice has been for the Board to appoint an ad hoc committee for MOU negotiations. Such negotiations for this circumstance would be limited to negotiating the appropriate Cost of Living adjustment for November 2022.

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Conclusion:

The Committee should seek any clarifications, then if deemed necessary and appropriate, forward an item onto the September 19th agenda to enable Board consideration of an ad hoc committee appointment for Cost of Living Adjustment in November 2022.



Executive Committee Agenda Item: 7

Date: September 6, 2022

Subject: Expenditure Report

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 July 2022, then forward the report onto the September 19, 2022 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, and capital improvements year to date. This report provides the snapshot of the District's fiscal health for the period covered.

Conclusion:

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform them of the District's current financial situation.

**Rio Linda Elverta Community Water District
Expenditure Report
July 2022**

Type	Date	Num	Name	Memo	Amount
Liability Check	07/13/2022	EFT	QuickBooks Payroll Service	For PP Ending 06/26/22 Pay date 07/09/22	18,775.40
Liability Check	07/14/2022	EFT	CalPERS	For PP Ending 06/26/22 Pay date 07/09/22	3,022.29
Liability Check	07/14/2022	EFT	CalPERS	For PP Ending 06/26/22 Pay date 07/09/22	1,147.92
Liability Check	07/14/2022	EFT	Internal Revenue Service	Employment Taxes	7,380.80
Liability Check	07/14/2022	EFT	Employment Development	Employment Taxes	1,510.26
Liability Check	07/14/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,317.14
Bill Pmt -Check	07/14/2022	EFT	Adept Solutions	Computer Maintenance	1,208.00
Check	07/14/2022	EFT	CalPERS	Annual CalPERS Unfunded Accrued Liability Contribution	58,216.00
Bill Pmt -Check	07/14/2022	EFT	Comcast	Phone/Internet	366.76
Bill Pmt -Check	07/14/2022	EFT	PG&E	Utilities	52.90
Bill Pmt -Check	07/14/2022	EFT	Umpqua Bank Credit Card	Computer, Distribution, Office, Postage, Safety, Uniforms	3,328.46
Bill Pmt -Check	07/14/2022	EFT	Voyager Fleet	Transportation Fuel	353.79
Check	07/14/2022	EFT	RLECWD	Umpqua Bank Monthly Debt Service Transfer	17,000.00
Transfer	07/14/2022	EFT	RLECWD - Capital Improvement	Current Monthly Transfer	49,500.00
Check	07/14/2022	2164	Sacramento County Clerk	Permits & Fees	100.00
Check	07/14/2022	2165	Teamsters	Union Dues	720.00
Check	07/14/2022	2166	Customer	Final Bill Refund	55.79
Check	07/14/2022	2167	Customer	Final Bill Refund	57.51
Check	07/14/2022	2168	Customer	Final Bill Refund	100.00
Check	07/14/2022	2169	Customer	Final Bill Refund	100.00
Check	07/14/2022	2170	Customer	Hydrant Meter Deposit Refund	1,000.00
Check	07/14/2022	2171	Customer	Final Bill Refund	122.59
Check	07/14/2022	2172	Customer	Final Bill Refund	53.99
Check	07/14/2022	2173	Customer	Final Bill Refund	46.68
Check	07/14/2022	2174	Customer	Final Bill Refund	69.61
Bill Pmt -Check	07/14/2022	2175	ABS Direct	Printing	1,191.93
Bill Pmt -Check	07/14/2022	2176	ACWA/JPIA Powers Insurance Authority	EAP	23.80
Bill Pmt -Check	07/14/2022	2177	Affordable Heating & Air	Pumping Maintenance	225.00
Bill Pmt -Check	07/14/2022	2176	BSK Associates	Lab Fees	635.00
Bill Pmt -Check	07/14/2022	2177	Buckmaster Office Solutions	Office Equipment	41.33
Bill Pmt -Check	07/14/2022	2178	California Rural Water Association	Membership Dues	1,435.00
Bill Pmt -Check	07/14/2022	2181	Chacon, Socorro	Notary	160.00
Bill Pmt -Check	07/14/2022	2182	Corelogic Solutions	Metro Scan	134.75
Bill Pmt -Check	07/14/2022	2183	DirectHit Pest Control	Building Maintenance	80.00
Bill Pmt -Check	07/14/2022	2184	EKI Environment & Water	Engineering	5,000.00
Bill Pmt -Check	07/14/2022	2185	Elk Grove Security Systems	Security	84.00
Bill Pmt -Check	07/14/2022	2186	Ferguson Enterprises	AMI 360 Annual Support Maintenance	13,230.00
Bill Pmt -Check	07/14/2022	2187	GM Construction & Developers	Contract Repairs	2,775.83
Bill Pmt -Check	07/14/2022	2188	ICONIX Waterworks	Distribution Supplies	758.56
Bill Pmt -Check	07/14/2022	2189	Inductive Automation	Basic Care Annual Support Maintenance	2,472.00
Bill Pmt -Check	07/14/2022	2190	Intermedia.net	Telephone	81.73
Bill Pmt -Check	07/14/2022	2191	Johnson Controls Fire Protection	Safety	479.49

**Rio Linda Elverta Community Water District
Expenditure Report
July 2022**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/14/2022	2192	Messenger Publishing Group	Publishing	460.00
Bill Pmt -Check	07/14/2022	2193	Phelan, Michael	Retiree Insurance	3,150.00
Bill Pmt -Check	07/14/2022	2194	Rio Linda Elvertas Recreation & Park	Meeting Expense	50.00
Bill Pmt -Check	07/14/2022	2195	Rio Linda Hardware & Building Supply	Shop Supplies	376.02
Bill Pmt -Check	07/14/2022	2196	Special District Risk Management Authority	Workers Compensation Insurance 2022-23	13,029.10
Bill Pmt -Check	07/14/2022	2197	Sierra Chemical Company	Chemical Supplies	3,310.56
Bill Pmt -Check	07/14/2022	2198	SMUD	Utilities	23,249.85
Bill Pmt -Check	07/14/2022	2199	Spok, Inc.	Field Communication	15.42
Bill Pmt -Check	07/14/2022	2200	UniFirst Corporation	Uniforms	349.24
Bill Pmt -Check	07/14/2022	2201	USA BlueBook	Chemical Supplies; Safety	2,246.66
Bill Pmt -Check	07/14/2022	2202	Vanguard Cleaning Systems	Janitorial	195.00
Bill Pmt -Check	07/14/2022	2203	White Brenner LLP	Legal: May & June 2022	1,926.80
Liability Check	07/27/2022	EFT	QuickBooks Payroll Service	For PP Ending 07/23/22 Pay date 07/28/22	18,337.14
Liability Check	07/28/2022	EFT	CalPERS	For PP Ending 07/23/22 Pay date 07/28/22	2,992.68
Liability Check	07/28/2022	EFT	CalPERS	For PP Ending 07/23/22 Pay date 07/28/22	1,147.92
Liability Check	07/28/2022	EFT	Internal Revenue Service	Employment Taxes	6,980.22
Liability Check	07/28/2022	EFT	Employment Development	Employment Taxes	1,365.18
Liability Check	07/28/2022	EFT	Empower	Deferred Compensation Plan: Employer & Employee Share	2,336.26
Bill Pmt -Check	07/17/2022	EFT	ARCO	Transportation Fuel	1,017.32
Liability Check	07/21/2022	EFT	Kaiser Permanente	Health Insurance	1,777.00
Liability Check	07/21/2022	EFT	Principal	Dental & Vision Insurance	1,724.51
Liability Check	07/21/2022	EFT	Western Health Advantage	Health Insurance	10,909.42
Check	07/24/2022	EFT	Wageworks	FSA Administration Fee	76.25
Bill Pmt -Check	07/28/2022	EFT	Verizon	Field Communication, Field IT	528.71
Check	07/28/2022	EFT	RLECWD - SURCHARGE ACCOUNT 1	Bi-monthly Transfer	87,851.48
Check	07/28/2022	EFT	RLECWD - SURCHARGE ACCOUNT 2	Bi-monthly Transfer	73,055.50
Check	07/28/2022	2204	Citizens Business Bank	Meter Loan Payment	29,256.96
Check	07/28/2022	2205	Customer	Final Bill Refund	341.91
Check	07/28/2022	2206	Customer	Final Bill Refund	110.93
Check	07/28/2022	2207	Customer	Final Bill Refund	45.32
Check	07/28/2022	2208	Customer	Final Bill Refund	18.26
Check	07/28/2022	2209	Customer	Plan Check Fee Refund	100.00
Check	07/28/2022	2210	Customer	Final Bill Refund	104.52
Bill Pmt -Check	07/28/2022	2211	ACWA/JPIA Powers Insurance Authority	Workers Compensation Premium 2022/2023	11,799.34
Bill Pmt -Check	07/28/2022	2212	Affordale Heating& Air	Pumping Maintenance	350.00
Bill Pmt -Check	07/28/2022	2213	Buckmaster Office Solutions	Office Equipment	75.60
Bill Pmt -Check	07/28/2022	2214	County of Sacramento-Environmental	Permit	1,068.00
Bill Pmt -Check	07/28/2022	2215	LEC Corporation	L Street Reservoir Maintenance	3,410.00
Bill Pmt -Check	07/28/2022	2216	Quill	Office Expense	10.23
Bill Pmt -Check	07/28/2022	2217	RW Trucking	Distribution Supplies	735.75
Bill Pmt -Check	07/28/2022	2218	Sacramento County Utilities	Utilities	113.70
Bill Pmt -Check	07/28/2022	2219	Sacramento Groundwater Authority	Annual Membership Dues	30,777.00

**Rio Linda Elverta Community Water District
Expenditure Report
July 2022**

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	07/28/2022	2220	Staples	Office Expense	215.49
Bill Pmt -Check	07/28/2022	2221	Underground Service Alert of No CA & NV	Annual Membership Dues	1,480.13
Bill Pmt -Check	07/28/2022	2222	Unifirst Corpotation	Uniforms	307.15
Total 10000 - Bank - Operating Account					<u>534,192.84</u>



Executive Committee Agenda Item:8

Date: September 6, 2022

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 July 2022, then forward the report onto the September 19, 2022 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, and capital improvements year to date. This report provides the snapshot of the District's fiscal health for the period covered.

Conclusion:

Consistent with District policies, these financials are to be reviewed by this committee and presented to the Board of Directors to inform them of the District's current financial situation.

Rio Linda Elverta Community Water District

Balance Sheet

As of July 31, 2022

ASSETS

Current Assets

Checking/Savings

100 · Cash & Cash Equivalents

10000 · Operating Account

10020 · Operating Fund-Umpqua 1,242,061.56

Total 10000 · Operating Account 1,242,061.56

10475 · Capital Improvement

10480 · General 384,401.16

10481 · Cr6 Mitigation 454,500.00

10485 · Vehicle Replacement Reserve 17,948.49

Total 10450 · Capital Improvement 856,849.65

10490 · Future Capital Imp Projects 1,710,383.90

Total 100 · Cash & Cash Equivalents 3,809,295.11

102 · Restricted Assets

102.2 · Restricted for Debt Service

10700 · ZIONS Inv/Surcharge Reserve 503,496.22

10300 · Surcharge 1 Account 793,186.06

10350 · Umpqua Bank Debt Service 51,329.72

10380 · Surcharge 2 Account 282,072.49

10385 · OpusBank Checking 557,856.37

Total 102.2 · Restricted for Debt Service 2,187,940.86

102.4 · Restricted Other Purposes

10600 · LAIF Account 411,558.45

10650 · Operating Reserve Fund 309,153.09

Total 102.4 · Restricted Other Purposes 720,711.54

Total 102 · Restricted Assets 2,908,652.40

Total Checking/Savings 6,717,947.51

Accounts Receivable 219,616.66

Other Current Assets

12000 · Water Utility Receivable 810,793.24

12200 · Accrued Revenue 0.00

12250 · Accrued Interest Receivable 699.29

15000 · Inventory Asset 50,044.54

16000 · Prepaid Expense 101,649.73

Total Other Current Assets 963,186.80

Total Current Assets 7,900,750.97

Fixed Assets

17000 · General Plant Assets 660,808.50

17100 · Water System Facilites 24,938,800.63

17300 · Intangible Assets 373,043.42

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

18000 · Construction in Progress 424,288.05

18100 · Land 576,673.45

Total Fixed Assets 16,500,938.51

Other Assets

18500 · ADP CalPERS Receivable 470,000.00

19000 · Deferred Outflows 729,108.00

19900 · Suspense Account 20.29

Total Other Assets 1,199,128.29

TOTAL ASSETS 25,600,817.77

Rio Linda Elverta Community Water District

Balance Sheet

As of July 31, 2022

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 192,256.12

Credit Cards 72.00

Other Current Liabilities 939,270.70

Total Current Liabilities 1,131,598.82

Long Term Liabilities

23000 · OPEB Liability 81,433.00

23500 · Lease Buy-Back 558,032.27

25000 · Surcharge 1 Loan 3,094,197.71

25050 · Surcharge 2 Loan 2,325,040.16

26000 · Water Rev Refunding 1,506,424.00

26500 · ADP CalPERS Loan 440,000.00

27000 · Community Business Bank 140,123.22

29000 · Net Pension Liability 1,117,944.00

29500 · Deferred Inflows-Pension 39,277.00

29600 · Deferred Inflows-OPEB 74,020.00

Total Long Term Liabilities 9,376,491.36Total Liabilities 10,508,090.18

Equity

31500 · Invested in Capital Assets, Net 8,593,770.46

32000 · Restricted for Debt Service 705,225.24

38000 · Unrestricted Equity 5,431,782.08

Net Income 361,949.81

Total Equity 15,092,727.59

TOTAL LIABILITIES & EQUITY

25,600,817.77

Rio Linda Elverta Community Water District
Operating Profit & Loss Budget Performance
As of July 31, 2022

	<u>Annual Budget</u>	<u>Ju1 22</u>	<u>Jul 22-Jun 23</u>	<u>% of Annual Budget</u>	<u>YTD Annual Budget Balance</u>
Ordinary Income/Expense					
Income					
Total 40000 · Operating Revenue	3,040,800.00	228,522.67	228,522.67	7.52%	2,812,277.33
41000 · Nonoperating Revenue					
41110 · Investment Revenue					
41112 · Interest Revenue	35.00	3.01	3.01	8.60%	31.99
Surcharg Total 41110 · Investment Revenue	35.00	3.01	3.01	8.60%	31.99
41120 · Property Tax	109,100.00	0.00	0.00	0.00%	109,100.00
Total 41000 · Nonoperating Revenue	109,135.00	3.01	3.01	0.00%	109,131.99
Total Income	<u>3,149,935.00</u>	<u>228,525.68</u>	<u>228,525.68</u>	<u>7.26%</u>	<u>2,921,409.32</u>
Gross Income	3,149,935.00	228,525.68	228,525.68	7.26%	2,921,409.32
Expense					
60000 · Operating Expenses					
60010 · Professional Fees	108,200.00	0.00	0.00	0.00%	108,200.00
60100 · Personnel Services					
60110 · Salaries & Wages	810,243.00	48,581.46	48,581.46	6.00%	761,661.54
60150 · Employee Benefits & Expense	496,340.00	27,335.36	27,335.36	5.51%	469,004.64
Total 60100 · Personnel Services	<u>1,306,583.00</u>	<u>75,916.82</u>	<u>75,916.82</u>	<u>5.81%</u>	<u>1,230,666.18</u>
60200 · Administration	236,186.00	47,472.26	47,472.26	20.10%	188,713.74
64000 · Conservation	300.00	0.00	0.00	0.00%	300.00
65000 · Field Operations	544,630.00	22,790.30	22,790.30	4.19%	521,839.70
Total 60000 · Operating Expenses	2,195,899.00	146,179.38	146,179.38	6.66%	2,049,719.62
69000 · Non-Operating Expenses					
69010 · Debt Service					
69100 · Revenue Bond					
69105 · Principle	152,273.00	0.00	0.00	0.00%	152,273.00
69110 · Interest	48,650.00	0.00	0.00	0.00%	48,650.00
Total 69100 · Revenue Bond	<u>200,923.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>200,923.00</u>
69125 · AMI Meter Loan					
69130 · Principle	52,948.00	26,652.61	26,652.61	50.34%	26,295.39
69135 · Interest	5,566.00	2,604.35	2,604.35	46.79%	2,961.65
Total 69125 · AMI Meter Loan	<u>58,514.00</u>	<u>29,256.96</u>	<u>29,256.96</u>	<u>50.00%</u>	<u>29,257.04</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 69100 · 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>29,256.96</u>	<u>29,256.96</u>	<u>10.05%</u>	<u>261,919.04</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>29,256.96</u>	<u>29,256.96</u>	<u>9.95%</u>	<u>264,919.04</u>
Total Expense	<u>2,490,075.00</u>	<u>175,436.34</u>	<u>175,436.34</u>	<u>7.05%</u>	<u>2,314,638.66</u>
Net Ordinary Income	<u>659,860.00</u>	<u>53,089.34</u>	<u>53,089.34</u>		
Net Income	<u><u>659,860.00</u></u>	<u><u>53,089.34</u></u>	<u><u>53,089.34</u></u>		

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

	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	49,500.00	-	-	-	-
CIP Fund Intrafund Transfers	(371,737.00)	-	361,737.00	-	10,000.00	-
PERS ADP Loan Payment						
Principle			30,000.00	-		
Interest			1,739.00	-		
Investment Revenue	85.00	7.10	110.00	-	-	-
PROJECTS						
A · WATER SUPPLY						
A-1 · Miscellaneous Pump Replacements	40,000.00	-				
Total A · WATER SUPPLY	40,000.00	-	-	-	-	-
B · WATER DISTRIBUTION						
B-1 · Service Replacements	30,000.00	-	-	-	-	-
B-2 · Small Meter Replacements	120,000.00	-	-	-	-	-
B-3 · Large Meter Replacements	5,000.00	-	-	-	-	-
B-4 · Pipeline Replacement	-	-	478,844.00	-	-	-
Total B · WATER DISTRIBUTION	155,000.00	-	478,844.00	-	-	-
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	50,000.00	478,844.00	-	-	-

COVER SHEET

Rio Linda Elverta Community Water District
Attn: Tim Shaw
P.O. Box 400
730 L Street
Rio Linda, CA 95673

August 18, 2022
Client: 000260
Page: 1

For Professional Services Rendered Through July 31, 2022

ACCOUNT SUMMARY

Matter	Description	Invoice #	Previous Balance	Total Current Charges	Less Payments	Total Due	
000001	General Counsel	45952	\$1,926.80	\$5,286.72	\$1,926.80	\$5,286.72	
000009	HR.	45953	\$0.00	\$114.00	\$0.00	\$114.00	
						Total Current Charges	\$5,400.72
						Previous Balance	\$1,926.80
						Less Payments	(\$1,926.80)
						PLEASE PAY THIS AMOUNT	\$5,400.72

Remittance Advice

Prompt payment of your total balance is appreciated.

Please send remittance to:

White Brenner LLP
Attn.: Accounts Receivable
1414 K Street, 3rd Floor
Sacramento, CA 95814

Wells Fargo Bank
400 Capitol Mall
Sacramento, CA 95814

ACH/EFT
ABA Routing Number: 121042882
Account Number: 5579340943

Wire Transfer
ABA Routing Number: 121000248
Account Number: 5579340943

Federal Tax ID: 46-1799572

Please return this remittance page with your payment.

Rio Linda Elverta Community Water District
Attn: Tim Shaw
P.O. Box 400
730 L Street
Rio Linda, CA 95673

August 18, 2022
Client: 000260
Matter: 000001
Invoice #: 45952
Resp. Atty: BAB
Page: 1

RE: General Counsel

For Professional Services Rendered Through July 31, 2022

Total Services	\$5,255.40
Total Disbursements	\$31.32
Total Current Charges	\$5,286.72
Previous Balance	\$1,926.80
<i>Less Payments</i>	<i>(\$1,926.80)</i>
PLEASE PAY THIS AMOUNT	\$5,286.72

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Sacramento, CA 95814

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Rio Linda Elverta Community Water District
Attn: Tim Shaw
P.O. Box 400
730 L Street
Rio Linda, CA 95673August 18, 2022
Client: 000260
Matter: 000001
Invoice #: 45952
Resp Atty: BAB
Page: 1

RE: General Counsel

For Professional Services Rendered Through July 31, 2022

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
07/05/2022	BAB	Telephone call with T Shaw regarding reimbursement policy.	0.5	\$228.00	\$114.00
07/06/2022	BAB	Review research regarding process for adding delinquent liens to tax roll and emails regarding same.	0.2	\$228.00	\$45.60
07/06/2022	JV	Confer with attorney B. Brenner regarding placing delinquent accounts on property tax bill and attendance at meetings; call with client.	0.5	\$228.00	\$114.00
07/06/2022	KAF	Research regarding the District's ability to apply unpaid water charges to the County tax roll.	0.5	\$228.00	\$114.00
07/08/2022	BAB	Telephone call with T Shaw regarding Director record request, FPPC Form 806 and reimbursement for special meetings, closed session question.	1.0	\$228.00	\$228.00
07/11/2022	BAB	Emails regarding Director Harris PRA request and response, FPPC Form 806 and information regarding same, disqualification rules and closed session question.	0.7	\$228.00	\$159.60
07/11/2022	JV	Research direct assessment procedures for delinquent water bill payments.	1.5	\$228.00	\$342.00
07/11/2022	KAF	Research regarding District's restrictions on stipends for attendance at meetings for outside organizations.	1.8	\$228.00	\$410.40
07/12/2022	BAB	Emails regarding agenda questions.	0.2	\$228.00	\$45.60
07/12/2022	BAB	Email regarding special meeting compensation.	0.1	\$228.00	\$22.80

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
07/12/2022	JV	Research direct levies for delinquent water charges; review and revise resolution provided by client; call with client; review Sacramento County submission requirements.	2.5	\$228.00	\$570.00
07/12/2022	KAF	Research regarding enrollment of delinquent account charges on the County tax rolls.	0.8	\$228.00	\$182.40
07/13/2022	BAB	Review staff report regarding special meeting reimbursement policy and request.	0.2	\$228.00	\$45.60
07/13/2022	JV	Revise and finalize resolution for collection of delinquent water charges by property tax roll; review staff report; call with client.	2.2	\$228.00	\$501.60
07/13/2022	KAF	Draft memorandum regarding District's requirements for meeting attendance stipends and potential conflict of interest.	2.5	\$228.00	\$570.00
07/14/2022	BAB	Review and revise memorandum regarding Director compensation and conflicts.	0.5	\$228.00	\$114.00
07/14/2022	KAF	Draft memorandum regarding potential conflict of interest and gift of public funds related to Board member stipends for meeting attendance.	2.4	\$228.00	\$547.20
07/15/2022	BAB	Review Board packet.	0.5	\$228.00	\$114.00
07/15/2022	BAB	Email correspondence regarding Director questions and meeting attendance issues.	0.2	\$228.00	\$45.60
07/18/2022	BAB	Attend regular meeting.	2.5	\$228.00	\$570.00
07/18/2022	AEP	Review and revise memorandum regarding board meeting compensation and conflicts of interest.	0.5	\$114.00	\$57.00
07/19/2022	BAB	Emails regarding PRA request from Director.	0.1	\$228.00	\$22.80
07/20/2022	BAB	Evaluate research regarding FPPC. Form 806 and emails regarding same.	0.5	\$228.00	\$114.00
07/20/2022	KAF	Research regarding requirements for posting Form 806 on District website.	0.4	\$228.00	\$91.20
07/21/2022	BAB	Telephone call with J Green regarding employee evaluation questions; prepare email regarding same.	0.5	\$228.00	\$114.00
Total Professional Services			23.3		\$5,255.40

PERSON RECAP

Person	Hours	Rate	Amount
BAB Barbara A. Brenner	7.7	\$228.00	\$1,755.60
KAF Kerry A. Fuller	8.4	\$228.00	\$1,915.20

PERSON RECAP

Person		Hours	Rate	Amount
JV	Josh Varinsky	6.7	\$228.00	\$1,527.60
AEP	Amanda E. Price	0.5	\$114.00	\$57.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
06/28/2022	Erin M. Dervin- Mileage- Mileage Office-RLECWD-Office for RFP Interview (27 @ \$0.58)	\$15.66
06/29/2022	Erin M. Dervin- Mileage- Mileage (27 @ \$0.58)	\$15.66
	Total Disbursements	\$31.32
	Total Services	\$5,255.40
	Total Disbursements	\$31.32
	Total Current Charges	\$5,286.72
	Previous Balance	\$1,926.80
	<i>Less Payments</i>	<i>(\$1,926.80)</i>
	PLEASE PAY THIS AMOUNT	\$5,286.72

1414 K Street, 3rd Floor
Sacramento, CA 95814
www.whitebrennerllp.com

Accounts Receivable
Emily Helton
emily@whitebrennerllp.com
(916) 468-0578

Rio Linda Elverta Community Water District
Attn: Tim Shaw
P.O. Box 400
730 L Street
Rio Linda, CA 95673

August 18, 2022
Client: 000260
Matter: 000009
Invoice #: 45953
Resp. Atty: BAB
Page: 1

RE: HR.

For Professional Services Rendered Through July 31, 2022

Total Services	\$114.00
Total Current Charges	\$114.00
PLEASE PAY THIS AMOUNT	\$114.00

Remittance Advice

Prompt payment of your total balance is appreciated.

Please send remittance to:

White Brenner LLP
Attn.: Accounts Receivable
1414 K Street, 3rd Floor
Sacramento, CA 95814

ACH/EFT
ABA Routing Number: 121042882
Account Number: 5579340943

Wells Fargo Bank
400 Capitol Mall
Sacramento, CA 95814

Wire Transfer
ABA Routing Number: 121000248
Account Number: 5579340943

Federal Tax ID: 46-1799572

Please return this remittance page with your payment.

Rio Linda Elverta Community Water District
Attn: Tim Shaw
P.O. Box 400
730 L Street
Rio Linda, CA 95673

August 18, 2022
Client: 000260
Matter: 000009
Invoice #: 45953
Resp Atty: BAB
Page: 1

RE: HR.

For Professional Services Rendered Through July 31, 2022

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
07/22/2022	DHV	Confer with attorney B. Brenner regarding personnel issues.	0.5	\$228.00	\$114.00
Total Professional Services			0.5		\$114.00

PERSON RECAP

Person	Hours	Rate	Amount
DHV Debra Hinshaw Vierra	0.5	\$228.00	\$114.00
Total Services		\$114.00	
Total Current Charges			\$114.00
PLEASE PAY THIS AMOUNT			\$114.00

OPUD Inoperable Meter Rate

Water Service Charges			
	Water Service Charges Effective on or After		
	September 1 2018	January 1 2020	January 1 2021
METERED RATE ACCOUNTS			
<u>3/4-Inch Meter Accounts</u>			
Fixed Monthly Charge	\$16.50	\$18.00	\$19.50
<i>Water use included (not billed)</i>	<i>6 ccf</i>	<i>6 ccf</i>	<i>6 ccf</i>
Consumption Charge (\$/ccf)	\$1.65	\$1.80	\$1.95
<u>1-Inch to 4-Inch Meter Accounts</u>			
Fixed Monthly Charge	\$27.50	\$30.00	\$32.50
<i>Water use included (not billed)</i>	<i>10 ccf</i>	<i>10 ccf</i>	<i>10 ccf</i>
Consumption Charge (\$/ccf)	\$1.65	\$1.80	\$1.95
FLAT RATE ACCOUNTS			
<u>Fixed Monthly Charge</u>			
3/4" Service	\$44.55	\$45.90	\$46.80
1" Service	68.75	71.40	75.40

Note: 1 ccf equals 100 cubic feet, or approximately 748 gallons.

- When meters are out of service, or otherwise not suitable for obtaining readings, the monthly service charges will be billed on the same basis as un-metered (flat rate)

Sacramento Suburban Inoperable Meter Rate



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Billing Questions

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1. What charges on my bill mean?

- Flat Service Charge or Meter Service Charge - These charges pay the District's fixed operations and maintenance costs, such as water main repairs, consulting services and wages. The charge is based on the size of the meter/connection.
- Usage Charge - The usage charge portion of your bill is used for variable operations and maintenance costs, such as purchasing surface water, chemicals for water treatment and electricity for pumping groundwater.
- Flat rate customers: This portion of your bill is calculated based on the square footage of your parcel, as recorded by the Sacramento County Assessor's Office.