

REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Agenda

Wednesday, September 18, 2019

6:30 PM

9257 Elk Grove Blvd.
Elk Grove, CA 95624

Compliance with Government Code Section 54957.5

Public records, including writings related to an agenda item for an open session of a regular meeting of the Florin Resources Conservation District that are distributed less than 72 hours before the meeting, are available for public inspection during normal business hours at the Administration building of Elk Grove Water District, located at 9257 Elk Grove Blvd. Elk Grove, California. In addition, such writings may be posted, whenever possible, on the Elk Grove Water District website at www.egwd.org.

The Board will discuss all items on the agenda, and may take action on any item listed as an "Action" item. The Board may discuss items that do not appear on the agenda, but will not act on those items unless there is a need to take immediate action and the Board determines by a two-thirds (2/3) vote that the need for action arose after posting of the agenda.

If necessary, the Meeting will be adjourned to Closed Session to discuss items on the agenda listed under "Closed Session." At the conclusion of the Closed Session, the meeting will reconvene to "Open Session."

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Public Comment – Please complete a Request to Speak Form if you wish to address the Board.

Members of the audience may comment on matters that are not included on the agenda. Each person will be allowed three (3) minutes, or less if a large number of requests are received on a particular subject. No action may be taken on a matter raised under "Public Comment" until the matter has been specifically included on an agenda as an action item. Items listed on the agenda will be opened for public comment as they are considered by the Board of Directors.

1. Proclamations and Announcements

- a. Recognition of Daphne Murra-Davis for 10 years of service.

Associate Director Comment

Public Comment

2. Consent Calendar (Stefani Phillips, Secretary and Patrick Lee, Treasurer)

- a. Minutes of Regular Board Meeting of August 21, 2019
- b. Warrants Paid – August, 2019
- c. Board and Employee Expense/Reimbursements – August, 2019
- d. Active Accounts – August, 2019
- e. Bond Covenant Status for FY 2019-20 – August, 2019
- f. Revenues and Expenses – Actual vs Budget FY 2019-20 – August, 2019
- g. Cash Accounts – August, 2019
- h. Consultants Expenses – August, 2019
- i. Major Capital Improvement Projects – August, 2019

Associate Director Comment

Public Comment

Recommended Action: **Approve Florin Resource Conservation District Consent Calendar items a-i.**

3. Florin Resource Conservation District Associate Director Appointment
(Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

Recommended Action: **Consider the appointment of Paul Lindsay as an Associate Director to the Florin Resource Conservation District Board of Directors.**

4. Committee Meetings (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

5. Elk Grove Water District Operations Report – August 2019
(Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

6. Amendments to the Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Provisions of Water Service; and the Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Schedule of Charges, Rates, Fees, and Deposits (Patrick Lee, Finance Manager)

Associate Director Comment

Public Comment

Recommended Action: **1. Adopt Ordinance 09.18.19.01, amending and replacing Ordinance No. 05.15.19.03, Exhibit A: Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Provisions of Water Service; and**

2. Adopt Ordinance 09.18.19.02, amending and replacing Ordinance No. 12.19.18.01, Exhibit A: Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

7. Regular Board Meeting Location and Schedule (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

Recommended Action: Discuss and provide direction to staff.

8. Board of Director Health Benefits Policy (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

Recommended Action: Adopt Resolution No. 09.18.19.01, establishing a Board of Directors Health Benefits Policy.

9. Professional Services Agreement with West Yost Associates for the Unidirectional Flushing Program (Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Authorize the General Manager to execute a professional services agreement with West Yost Associates in an amount not-to-exceed \$84,000 for the preparation of a Unidirectional Flushing Program.

10. Sacramento Central Groundwater Authority Fiscal Year 2019-20 Contribution (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

Recommended Action: Authorize the General Manager to pay, under protest, the Fiscal Year 2019-20 contribution, in the amount of \$46,829, to Sacramento Central Groundwater Authority.

11. Status Update on Action Items Following the 2019 Grand Jury Report – The Florin Resource Conservation District – A Case of Mistaken Identity?

(Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

12. Outside Agency Meetings Report (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

13. Legislative Update (Sarah Jones, Program Manager)

Associate Director Comment

Public Comment

14. Directors Comments

15. Closed Session

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN# 134-0072-016-0000

Agency negotiator: Mark Madison

Negotiating parties: Cabrera Family Trust

Under negotiation: Price and terms of payment

Property: APN# 134-0072-015-0000

Agency negotiator: Mark Madison

Negotiating parties: Bigelow Family Trust

Under negotiation: Price and terms of payment

Property: APN# 134-0072-014-0000

Agency negotiator: Mark Madison

Negotiating parties: Anthony and Eloise Badique

Under negotiation: Price and terms of payment

Property: APN# 134-0072-013-0000

Agency negotiator: Mark Madison

Negotiating parties: E/A Properties, LLC, Balfour Properties, LLC,
and HJM Properties, LLC

Under negotiation: Price and terms of payment

Adjourn to Regular Meeting – October 16, 2019

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary and Patrick Lee, Treasurer
SUBJECT: **CONSENT CALENDAR**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors approve Florin Resource Conservation District Consent Calendar items a – i.

SUMMARY

Consent Calendar items a – i are standing items on the Regular Board Meeting agenda.

By this action, the Board will approve Florin Resource Conservation District Consent Calendar items a – i.

DISCUSSION

Background

Consent Calendar items are standing items on the Regular Board Meeting agenda.

Present Situation

Consent Calendar items a – i are standing items on the Regular Board Meeting agenda.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Fiscal stability is in conformity with the District's Business Practice goals of the 2012-2017 Strategic Plan.

September 18, 2019

CONSENT CALENDAR

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FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



STEFANI PHILLIPS
BOARD SECRETARY

And



PATRICK LEE
TREASURER

Attachments

MINUTES OF THE REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Wednesday, August 21, 2019

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:30 p.m. by Tom Nelson, Chairperson, at 9257 Elk Grove Blvd., Elk Grove, CA.

Call to Order, Roll Call, and Pledge of Allegiance.

Directors Present: Bob Gray, Tom Nelson, Elliot Mulberg
Directors Absent: Lisa Medina, Sophia Scherman
Staff Present: Mark Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Board Secretary; Donella Murillo, Finance Supervisor; Sarah Jones, Program Manager; Alan Aragon, Water Distribution Supervisor; Sean Hinton, Water Distribution Supervisor; Jose Mendoza, Water Distribution Operator II, and Salvador Mendoza, Water Distribution Operator I
Staff Absent: Patrick Lee, Treasurer
Associate Directors Present: Shahid Chaudhry
Associate Directors Absent: None
General Counsel Present: Ren Nosky, JRG Attorneys at Law

Public Comment

Chairperson Tom Nelson announced item no. 8 will be pulled from the agenda and brought back at the September Regular Board Meeting.

A customer commented her concern regarding her high water use and requested information. General Manager Mark Madison explained the water usage history is month to month, not as narrow as daily or hour to hour.

1. Proclamations and Announcements

Mr. Madison recognized Water Distribution Operator I, Salvador Mendoza for his 10 years of service.

Mr. Madison had some of the field crew present at the meeting show off their new uniforms.

2. Consent Calendar

- a. Minutes of Regular Board Meeting on July 17, 2019
- b. Minutes of Special Board Meeting on July 31, 2019
- c. Warrants Paid – July, 2019
- d. Active Accounts – July, 2019
- e. Bond Covenant Status for FY 2019- 20 – July, 2019
- f. Revenues and Expenses – Actual vs Budget FY 2019- 20 – July, 2019
- g. Cash Accounts – July, 2019
- h. Consultants Expenses – July, 2019
- i. Major Capital Improvement Projects – July, 2019

Items a and c were pulled.

MSC (Mulberg/Gray) to approve Florin Resource Conservation District Consent Calendar items b, d-i. 3/0: Ayes: Gray, Nelson, and Mulberg.

Revisions were made to item a.

MSC (Mulberg/Nelson) to approve Florin Resource Conservation District Consent Calendar item a with revisions. 3/0: Ayes: Gray, Mulberg, and Nelson

A discussion was held regarding item c. Mr. Madison provided details regarding the Mid-state Container – Emergency Storage.

MSC (Gray/Mulberg) to approve Florin Resource Conservation District Consent Calendar item c. 3/0: Ayes: Gray, Mulberg, and Nelson

3. Committee Meetings

There were no committee meetings held in the month of July.

4. Elk Grove Water District Operations Report – July 2019

Mr. Madison presented an overview of the Elk Grove Water District (EGWD) Operations Report – July 2019 to the Florin Resource Conservation District (FRCD) Board of Directors (Board).

5. Nomination of Sacramento Local Agency Formation Commission Special District Commissioner and Alternate Special District Commissioner

Board Secretary Stefani Phillips presented the request for Local Agency Formation Commission (LAFCo) Special District Commissioner and Alternate Special District Commissioner nominations.

In summary, Sacramento LAFCo has seven (7) commissioners and six (6) alternate commissioners serving staggered four (4) year terms. Sacramento LAFCo is soliciting nominations for one (1) Special District Commissioner's (Commissioner) seat for the term of January 1, 2020 through December 31, 2023. The seat for Alternate Commissioner (Alternate) has been vacated and the term will expire on December 31, 2021. The nominations for the Commissioner and Alternate will be accumulated and a ballot will be sent to each agency for voting.

Director Elliot Mulberg was nominated for Special District Commissioner by the Board.

MSC (Nelson/Gray) to nominate Elliot Mulberg to serve as a Special District Commissioner for the Sacramento Local Agency Formation Commission. 3/0: Ayes: Gray, Nelson, and Mulberg.

6. Regular Board Meeting Location and Schedule

Ms. Phillips presented the item to the Board.

In summary, the Board has expressed interest in holding the FRCD Regular Board Meetings at the Cosumnes Community Services District (CCSD) board room instead of the FRCD administration building.

There was a brief discussion on the pros and cons of moving the meeting location and day.

The Board requested to bring back this item at the September Regular Board Meeting.

7. Report on Groundwater Recharge Activities

Assistant General Manager Bruce Kamilos provided a report of Groundwater Recharge Activities to the Board.

In summary, there are a number of activities related to groundwater recharge that are currently underway. These activities are as follows: 1) Sacramento Regional Water Bank, which is a groundwater storage program that will allow the Sacramento region to sustainably increase use of groundwater as a local water source during dry periods. This will allow reduced surface water diversions to help meet local environmental needs. 2) Sacramento Area Flood Control Agency (SAFCA) Joint Proposition, where SAFCA would likely serve as the lead agency on any groundwater recharge project and FRCD would participate in a joint capacity. It may be possible for FRCD to financially participate in part or whole through the use of in-kind services. In-kind services use hours of time spent in place of actual dollars spent. Currently, Woodard & Curran is preparing a letter proposal to perform groundwater modeling for the FRCD, which would quantify the effect of various recharge scenarios on the groundwater levels under the EGWD boundary. Based on the modeling results, a determination could be made on the benefits of groundwater recharge for EGWD ratepayers. And, 3) Sacramento Central Groundwater Authority (SCGA), where there has been consensus among SCGA board members that SCGA needs to do more projects to enhance groundwater storage within the basin. These projects could be in the form of in-lieu recharge, or direct recharge. In-lieu recharge is where surface water is used in place of pumped groundwater, thereby allowing groundwater levels to rise. Direct recharge is when surface water is applied to spreading basins and percolates into the ground, or is injected into injection wells. SCGA's GSP will address the projects SCGA plans to do.

Staff was asked about the scope of work that Woodard & Curran is using in the proposal for the FRCD. Mr. Madison responded, the scope is to evaluate how much water will likely get to the District from the proposed pilot location and how long it would take to reach the District. He mentioned the District's participation in the groundwater recharge project will be determined by the study done by Woodard & Curran.

The Board directed staff to put together a timeline, with associated costs and appropriate details for consideration.

Mr. Madison stated before taking the first step, the District needs to determine if there is a benefit to the EGWD ratepayers.

8. Sacramento Central Groundwater Authority Fiscal Year 2019-20 Contribution

This item was pulled and will be brought back to the September Regular Board Meeting.

9. Response to 2019 Grand Jury Report – The Florin Resource Conservation District – A Case of Mistaken Identity?

Mr. Madison provided background on the Grand Jury Report (Report).

In summary, in accordance with California Penal Code (Penal Code), Section 933(c), the District must provide a response to the Presiding Judge of the Sacramento County Superior Court within 90 days of receiving the Report. As such, the District's response is due by September 30, 2019. More specifically, a response is required for each of the Findings and Recommendations, and these responses must comply with Penal Code, Section 933.05.

The Board directed staff to prepare a standing agenda item to report back monthly updates on the status of the actions associated with selected recommendations and their due dates.

Two (2) people from the audience voiced their concerns related to the findings and recommendations.

MSC (Mulberg/Nelson) to approve the proposed Response to the 2019 Grand Jury Report - The Florin Resource Conservation District – A Case of Mistaken Identity?; and 2) Authorize the Board Chairperson to submit the proposed response to the Presiding Judge of the Sacramento County Superior Court. 3/0: Ayes: Gray, Mulberg, and Nelson

10. Renew Small Utility Enterprise License Agreement for Esri ArcGIS Software

Mr. Kamilos presented the item to the Board.

In summary, the Small Utility Enterprise License Agreement (Agreement) that EGWD has with Esri is nearing the end of its current three-year term and needs to be renewed. This Agreement provides important software tools that allow EGWD employees access to critical water system maps and information.

Mr. Kamilos explained he discovered a state law that exempts sales tax on software downloaded from a website, which prompted him to ask Esri to refund the sales tax difference of around \$12,000 from the past agreement.

Mr. Madison complimented the Technical Service Department for developing the GIS system and tools used at the District on a daily basis.

MSC (Mulberg/Gray) to authorize the General Manager to execute an agreement in the amount of \$75,000 to renew the Small Utility Enterprise License Agreement with Esri for another three-year term. 3/0: Ayes: Gray, Mulberg, and Nelson

11. Outside Agency Meetings Report

Staff and Board members spoke regarding the meetings they attended since the last Regular Board Meeting.

12. Legislative Update

Program Manager Sarah Jones provided the Legislative Update to the Board.

In summary, the California Legislature was on Summer Recess starting July 12, 2019, reconvening on August 12, 2019. During the recess, Governor Newsom signed two (2) bills into law, AB 756 (Garcia) and SB 200 (Monning). AB 756 gives authority to the State Water Resources Control Board (State Water Board) to require monitoring and notifications for perfluorooctanoic acid (PFAO) and perfluorooctane sulfonate (PFOS). SB 200 establishes a Safe and Affordable Drinking Water Fund to help water systems provide an adequate and affordable supply of safe drinking water in both the near and long terms.

13. Directors Comments

Mr. Nelson provided an update on previous Director Jeanne Sabin.

Adjourn to Regular Board Meeting on September 18, 2019 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary
AK/SP

Check History Report

8/1/2019 to 8/31/2019

Elk Grove Water District

Check Number	Check Date	Vendor Number	Name	Check	Explanation
049602	8/7/2019	AMAZON	AMAZON CAPITAL SERVICES	17.83	
049603	8/7/2019	BEN RES	BENEFIT RESOURCE, INC	100.00	
049604	8/7/2019	CALAT	CALATLANTIC TITLE	27.33	Account Closed - Customer Refund
049605	8/7/2019	CFENT	FIDELITY NATIONAL TITLE	145.94	Account Closed - Customer Refund
049606	8/7/2019	CFENT	FIDELITY NATIONAL TITLE	13.13	Account Closed - Customer Refund
049607	8/7/2019	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,341.02	Ethernet Service/Phones-MOC
049608	8/7/2019	COVER A	COVERALL NORTH AMERICA, INC	360.00	Janitorial - ADMIN
049609	8/7/2019	CRCHC	CHARLES CHAMBERS	24.46	Account Closed - Customer Refund
049610	8/7/2019	CRF AHO	ARTISAN HOMES OF CALIFORNIA	6.68	Account Closed - Customer Refund
049611	8/7/2019	CRF FT	FIRST AMERICAN TITLE	145.30	Account Closed - Customer Refund
049612	8/7/2019	CRF LEN	LENNAR HOMES CA, INC	72.67	Account Closed - Customer Refund
049613	8/7/2019	CRF LEN	LENNAR HOMES CA, INC	82.27	Account Closed - Customer Refund
049614	8/7/2019	CRF LEN	LENNAR HOMES CA, INC	80.35	Account Closed - Customer Refund
049615	8/7/2019	CRF LEN	LENNAR HOMES CA, INC	78.43	Account Closed - Customer Refund
049616	8/7/2019	CRF REC	RECLAMATION DISTRICT	129.32	Account Closed - Customer Refund
049617	8/7/2019	CRFANB	ANGELICA BERUMEN	87.63	Account Closed - Customer Refund
049618	8/7/2019	CRFCAL	CALATLANTIC TITLE	24.82	Account Closed - Customer Refund
049619	8/7/2019	CRFJLVL	JEFFREY & VERONICA LINK	64.99	Account Closed - Customer Refund
049620	8/7/2019	CRJAP	JAIN PRAKASH	12.58	Account Closed - Customer Refund
049621	8/7/2019	CRMAM	MARY MASHBURN	83.31	Account Closed - Customer Refund
049622	8/7/2019	CRMAR	MARY RAMIREZ	8.06	Account Closed - Customer Refund
049623	8/7/2019	CRTEA	TERRY AHRENS	72.67	Account Closed - Customer Refund
049624	8/7/2019	CYNTHIA	CYNTHIA SOULES	89.00	Account Closed - Customer Refund
049625	8/7/2019	DATAPRO	DATAPROSE LLC	5,731.29	July Billing
049626	8/7/2019	DREY	DREYFUSS + BLACKFORD	3,450.00	Pre Design - New ADMIN Building
049627	8/7/2019	ENGINEER	ENGINEERING SUPPLY COMPANY	1,500.00	GIS Data Collector - 1 Year Subscription
049628	8/7/2019	FASTENA	FASTENAL COMPANY	34.12	
049629	8/7/2019	FERGUS	FERGUSON WATERWORKS #1423	3,891.62	Materials & Supplies for Emergency Container
049630	8/7/2019	HANFORD	HANFORD SAND & GRAVEL, INC	9,692.81	(7) Invoices - Materials & Supplies - Back Yard Water Mains
049631	8/7/2019	HOLT	HOLT OF CALIFORNIA	3,264.83	Equipment Rental Dump Truck - Back Yard Water Mains
049632	8/7/2019	JRG	JRG ATTORNEYS, LLP	7,875.00	Legal - July 2019
049633	8/7/2019	KELLY M	KELLY-MOORE PAINTS COMPANY	114.50	
049634	8/7/2019	OREILLY	O'REILLY AUTO PARTS	21.63	
049635	8/7/2019	OWEN EQ	OWEN EQUIPMENT COMPANY	10,919.43	Hureco SD400 Exerciser valve
049636	8/7/2019	PIT 2	PITNEY BOWES GLOBAL FINANCIAL	13.41	
049637	8/7/2019	PLATT2	PLATT	39.10	
049638	8/7/2019	REPUBLI	REPUBLIC SERVICES #922	1,488.63	

049639	8/7/2019	RIVCITY	RIVER CITY WASTE RECYCLERS LLC	1,134.00	Material Dump Fees - Back Yard Water Mains
049640	8/7/2019	ROTH	ROTH STAFFING COMPANIES, L.P.	2,272.26	Temporary Customer Service Help
049641	8/7/2019	SIERRA	SIERRA OFFICE SUPPLIES	540.29	
049642	8/7/2019	SMUD	SMUD	573.69	
049643	8/7/2019	SUMMIT	AIR WORKS INC	2,994.43	MOC HVAC Repair
049644	8/7/2019	TOSHIBA	TOSHIBA FINANCIAL SERVICES	593.01	Copier - ADMIN
049645	8/7/2019	WAC	WAC SOLUTIONS PARTNERS	97.50	
049646	8/7/2019	WSO	WATER SYSTEMS OPTIMIZATION,	2,500.00	2018 Water Audit
049647	8/14/2019	A. TEIC	A. TEICHERT & SON, INC	872.72	
049648	8/14/2019	ACWAJPI	CB&T/ACWA-JPIA	58,526.33	Medical Benefits for September 2019
049649	8/14/2019	AMAZON	AMAZON CAPITAL SERVICES	498.80	
049650	8/14/2019	BATTER	BATTERIES PLUS	57.11	
049651	8/14/2019	BG SOLU	SOLUTIONS BY BG INC.	9,255.00	Daily Tasks/Help Tickets
049652	8/14/2019	BONY2	THE BANK OF NEW YORK MELLON	2,220.00	2016 Series A Trustee Fees - Annual
049653	8/14/2019	BRENINTA	BRENTAG PACIFIC, INC	3,788.75	(2) Invoices - Supplies for Treatment
049654	8/14/2019	BRINKS	BRINK'S INCORPORATED	356.05	
049655	8/14/2019	BSK4	BSK ASSOCIATES	2,110.50	Sampling - Treatment
049656	8/14/2019	CAPIO	CAPIO	65.00	PIO Training - PM
049657	8/14/2019	CARCD	CARCD	354.06	Membership Renewal - RCD Budget Dues
049658	8/14/2019	CD&POW	CD & POWER	181.67	Repairs & Maintenance - Treatment
049659	8/14/2019	CRCAS	CAROL SUGHRUE	91.87	Account Closed - Customer Refund
049660	8/14/2019	CRF CST	CORNER STONE TITLE COMPANY	33.57	Account Closed - Customer Refund
049661	8/14/2019	CRFIR2	FIRST AMERICAN TITLE	135.46	Account Closed - Customer Refund
049662	8/14/2019	CRFISAM	ISRAEL CONTRAS MENCHACA	83.89	Account Closed - Customer Refund
049663	8/14/2019	CRFT15	CHICAGO TITLE CO	233.99	Account Closed - Customer Refund
049664	8/14/2019	CRTC	CHICAGO TITLE COMPANY	15.81	Account Closed - Customer Refund
049665	8/14/2019	CS AA	CARD SERVICES	1,056.52	Materials & Supplies - Utility Crew
049666	8/14/2019	CS DM	CARD SERVICES	44.67	Supplies - ADMIN
049667	8/14/2019	CS SH	CARD SERVICES	1,134.44	Materials & Supplies - Distribution Crew
049668	8/14/2019	CS SJ	CARD SERVICES	65.00	Training
049669	8/14/2019	CS SP	CARD SERVICES	1,766.70	ACWA 2019 Conference, Materials, Employee Appreciation
049670	8/14/2019	CS SS	CARD SERVICES	642.17	Materials & Supplies - Treatment
049671	8/14/2019	CSPL	CARD SERVICES	7.00	Parking
049672	8/14/2019	DLT	DLT SOLUTIONS	3,063.02	Auto CAD Software - Annual Renewal
049673	8/14/2019	EGPOWER	ELK GROVE POWER EQUIPMENT	100.81	
049674	8/14/2019	ELITE A	ELITE AUDIO & TINT INC	3,146.40	(5) Invoices - Backup Camera with Blue tooth Ready Head Unit
049675	8/14/2019	ELK LOC	ELK GROVE LOCK AND SAFE CO	64.63	
049676	8/14/2019	FASTENA	FASTENAL COMPANY	163.83	
049677	8/14/2019	FLEET	FLEETWASH	307.80	
049678	8/14/2019	GRAINGE	GRAINGER	94.24	
049679	8/14/2019	HANFORD	HANDFORD SAND & GRAVEL, INC	3,448.06	(2) Invoices - Materials & Supplies - Water Mains
049680	8/14/2019	HASC	HERMOCILLO - AZEVEDO	5,000.00	
			STRATEGIC COMMUNICATIONS		
049681	8/14/2019	HOLT	HOLT OF CALIFORNIA	1,948.02	Repairs & Maintenance - Back Hoe
049682	8/14/2019	INT STA	INTERSTATE OIL COMPANY	2,996.84	Fuel

049683	8/14/2019	KNOW	KnowBe4, Inc.	691.16	Security Awareness Training
049684	8/14/2019	NORTH 1	NORTH AMERICAN TITLE	72.23	
049685	8/14/2019	NTS	NTS MIKEDON. LLC	3,652.00	(2) Invoices - Equipment Rental - Back Yard Water Mains
049686	8/14/2019	OREILLY	O'REILLY AUTO PARTS	185.25	
049687	8/14/2019	PLATT2	PLATT	95.27	
049688	8/14/2019	PURCH	PURCHASE POWER	66.15	
049689	8/14/2019	RDO 1	RDO TRUST # 80-5800	85.31	
049690	8/14/2019	RDO 1	RDO TRUST # 80-5800	1,245.31	Repairs & Maintenance - Vermeer Vactor
049691	8/14/2019	ROTH	ROTH STAFFING COMPANIES, L.P.	511.68	Temporary Customer Service Help - Final Payment
049692	8/14/2019	SIERRA	SIERRA OFFICE SUPPLIES	498.50	
049693	8/14/2019	SIGN CE	THE SIGN CENTER	170.20	
049694	8/14/2019	SMUD	SMUD	5,954.50	
049695	8/14/2019	SMUD	SMUD	1,258.95	
049696	8/14/2019	SMUD	SMUD	4,303.93	
049697	8/14/2019	SMUD	SMUD	20,641.19	
049698	8/14/2019	SMUD	SMUD	1,897.82	
049699	8/14/2019	SMUD	SMUD	532.38	
049700	8/14/2019	SMUD	SMUD	6,508.87	
049701	8/14/2019	SMUD	SMUD	1,276.39	
049702	8/14/2019	SRCSD	REGIONAL SAN	960.00	Back Yard Water Mains Permit
049703	8/14/2019	TRAFF S	TRAFFIC SIGN SPECIALTIES	26.94	
049704	8/21/2019	A. TEIC	A. TEICHERT & SON, INC	130.14	
049705	8/21/2019	AFLAC	AFLAC	2,437.17	
049706	8/21/2019	AMAZON	AMAZON CAPITAL SERVICES	284.72	
049707	8/21/2019	BAY ALA	BAY ALARM COMPANY	540.42	
049708	8/21/2019	CHIC12	CHICAGO TITLE COMPANY	70.98	Security ADMIN
049709	8/21/2019	CRF LEN	LENNAR HOMES CA, INC	64.99	Account Closed - Customer Refund
049710	8/21/2019	CRF LEN	LENNAR HOMES CA, INC	19.73	Account Closed - Customer Refund
049711	8/21/2019	CRF LEN	LENNAR HOMES CA, INC	64.99	Account Closed - Customer Refund
049712	8/21/2019	CRF LEN	LENNAR HOMES CA, INC	15.78	Account Closed - Customer Refund
049713	8/21/2019	CRFBOLI	BO LI	62.49	Account Closed - Customer Refund
049714	8/21/2019	CRFJOST	JOSEPH TAM	2.29	Account Closed - Customer Refund
049715	8/21/2019	CRFMATD	MATT DILLION	8.42	Account Closed - Customer Refund
049716	8/21/2019	CRFMID	MIKE DUDDING	88.13	Account Closed - Customer Refund
049717	8/21/2019	CRFNT15	NORTH AMERICAN TITLE CO. INC	7.79	Account Closed - Customer Refund
049718	8/21/2019	CRFRICG	RICHARD GAGE	10.05	Account Closed - Customer Refund
049719	8/21/2019	CS BK	CARD SERVICES	1,107.70	Account Closed - Customer Refund
049720	8/21/2019	CS MJM	CARD SERVICES	2,536.01	ACWA 2019 Conference, Hotel, Printing
049721	8/21/2019	FASTENA	FASTENAL COMPANY	257.51	ACWA 2019 Conference, CSDA Conference, Flights, Meals
049722	8/21/2019	FERGUS	FERGUSON WATERWORKS #1423	1,087.50	
049723	8/21/2019	HANFORD	HANFORD SAND & GRAVEL, INC	1,858.20	(2) Invoices - Materials & Supplies - Water Mains
049724	8/21/2019	HARRING	HARRINGTON INDUSTRIAL	417.15	
049725	8/21/2019	HERBURG	HERBURGER PUBLICATIONS, INC	78.00	
049726	8/21/2019	LCW	LIEBERT CASSIDY WHITMORE	81.00	Legal - July
049727	8/21/2019	NTS	NTS MIKEDON. LLC	1,753.40	(5) Invoices - Equipment Rental - Back Yard Water Mains

(3) Invoices - Materials & Supplies - Back Yard Water Mains

Materials & Supplies - Treatment

Training Services

Copier - Base Rate & Overage Charges

(4) Invoices - Materials & Supplies - OPS & ADMIN

Security - Wellsite's, and MOC

Daily Tasks/Help Tickets

Supplies - Treatment

Sampling - Treatment

PCI Vulnerability Scanning Software

Microsoft Office 365 License

Discharge & Sewer Fees

Annual Fee For Hazardous Materials Permit

Annual Fee For Hazardous Materials Permit

Annual Fee For Hazardous Materials Permit

Annual Fee For Hazardous Materials Permit

Annual Fee For Hazardous Materials Permit

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

Account Closed - Customer Refund

(2) Invoices - Repairs & Maintenance - Equipment

Web Filtering Software - Cisco Umbrella

On Call Answering Service

049728	8/21/2019	PACE	PACE SUPPLY CORP	895.76
049729	8/21/2019	PEST	PEST CONTROL CENTER INC	160.00
049730	8/21/2019	PG&E	PACIFIC GAS & ELECTRIC COMPANY	8.66
049731	8/21/2019	RBI	ROBERTSON-BRYAN, INC	478.00
049732	8/21/2019	SIERRA C	SIERRA CHEMICAL COMPANY	848.25
049733	8/21/2019	SIERRA	SIERRA OFFICE SUPPLIES	212.23
049734	8/21/2019	TRUEPOI	TRUEPOINT SOLUTIONS	1,696.17
049735	8/21/2019	UNITED	UNITED SITE SERVICES	337.31
049736	8/21/2019	ZOOM	ZOOM IMAGING SOLUTIONS, INC	684.83
049737	8/29/2019	AMAZON	AMAZON CAPITAL SERVICES	511.59
049738	8/29/2019	ARC	ARC	83.61
049739	8/29/2019	BAY ALA	BAY ALARM COMPANY	1,197.62
049740	8/29/2019	BG SOLU	SOLUTIONS BY BG INC.	9,011.25
049741	8/29/2019	BRENNTA	BRENTAG PACIFIC, INC	1,605.62
049742	8/29/2019	BSK4	BSK ASSOCIATES	5,290.00
049743	8/29/2019	CDW	CDW GOVERNMENT	5,727.36
049744	8/29/2019	CDW	CDW GOVERNMENT	13,005.76
049745	8/29/2019	CINTAS	CINTAS	203.61
049746	8/29/2019	COUNTY4	SACRAMENTO COUNTY UTILITIES	1,368.99
049747	8/29/2019	COUNTY6	COUNTY OF SACRAMENTO	813.00
049748	8/29/2019	COUNTY6	COUNTY OF SACRAMENTO	601.00
049749	8/29/2019	COUNTY6	COUNTY OF SACRAMENTO	601.00
049750	8/29/2019	COUNTY6	COUNTY OF SACRAMENTO	601.00
049751	8/29/2019	COUNTY6	COUNTY OF SACRAMENTO	601.00
049752	8/29/2019	CRFCHRT	CHRISTINE THOMAS	29.59
049753	8/29/2019	CRFDEBR	DEBORAH REICHLING	98.03
049754	8/29/2019	CRFFATC	FIRST AMERICAN TITLE CO.	6.57
049755	8/29/2019	CRFFTC	FIRST AMERICAN TITLE COMPANY	90.35
049756	8/29/2019	CRFID10	FIRST AMERICAN TITLE CO	7.22
049757	8/29/2019	CRFMARS	MARIANNE SABEDRA	57.47
049758	8/29/2019	CRFMGC	MARIN G COLLINS JR	50.33
049759	8/29/2019	EGWD	ELK GROVE WATER DISTRICT	72.67
049760	8/29/2019	FRONT C	FRONTIER COMMUNICATIONS	248.24
049761	8/29/2019	GRAINGE	GRAINGER	214.61
049762	8/29/2019	HOOKS	HOOKS & PROBES	412.96
049763	8/29/2019	PACE	PACE SUPPLY CORP	436.40
049764	8/29/2019	PMI	PERRYMAN MECHANICAL, INC.	227.50
049765	8/29/2019	RADIAL	RADIAL TIRE OF ELK GROVE	728.56
049766	8/29/2019	SIERRA	SIERRA OFFICE SUPPLIES	369.46
049767	8/29/2019	SOFTWAR	SOFTWAREONE, INC	1,440.00
049768	8/29/2019	SOUTHWE	SOUTHWEST ANSWERING SERVICE,	518.71
049769	8/29/2019	SUMMIT	AIR WORKS INC	252.78
049770	8/29/2019	PMI	PERRYMAN MECHANICAL, INC.	50.00

Total: 281,213.73

**Board & Employee Expense/Reimbursements
8/31/2019**

DESCRIPTION						Total
Hotel						
Meals or Incidentals Allowance						
Airfare, Car Rental, Misc Travel						
Internet Service						
Meetings or Conference Registration						
Reimburse prepaid expenses						
Miscellaneous Reimbursements						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* No Expenses/Reimbursements for the month of August

**Elk Grove Water District
Active Account Information
8/31/2019**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,857	11,891										
Commercial	363	363										
Irrigation	170	170										
Fire Service	181	181										
Total Accounts	12,571	12,605	-	-	-	-	-	-	-	-	-	-

**Elk Grove Water District
Active Account Information
FY 2018/2019**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,799	11,819	11,800	11,810	11,800	11,808	11,803	11,800	11,824	11,844	11,830	11,842
Commercial	532	363	366	363	364	363	363	362	362	363	362	362
Irrigation		166	166	169	169	169	169	167	168	169	170	170
Fire Service	178	177	178	179	179	179	179	178	179	179	181	181
Total Accounts	12,509	12,525	12,510	12,521	12,512	12,519	12,514	12,507	12,533	12,555	12,543	12,555

Elk Grove Water District

Bond Covenant Status

For Fiscal Year 2019-20

As of 8/31/2019

Adjusted for Prepayments

Operating Revenues:

Charges for Services	\$	3,277,123
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Operating Expenses:

Salaries & Benefits (2)		448,040
Seminars, Conventions and Travel		7,251
Office & Operational		155,658
Purchased Water		602,667
Outside Services		108,887
Equipment Rent, Taxes, and Utilities		86,448
Total Operating Expenses		1,408,951

Net Operating Income

\$ 1,868,172

Annual Interest & Principal Payments

\$3,826,739	\$	637,790 (1)
-------------	----	-------------

Debt Service Coverage Ratio, YTD Only:

2.93

Required

1.15

Notes:

1. **Reflects budget divided by number of months year to date.**
However, first Principal/Interest Payments made in September.
Projected Annual Budget Coverage Ratio is **1.38**
2. Reflects only YTD due to CalPERS, not entire prepayment for year.

Elk Grove Water District
Year to Date Revenues and Expenses Compared to Budget
As of 8/31/2019

	General Ledger Reference	YTD Activity	Annual Budget	2/12=16.67% Variance	% Realized
Revenues	4100 - 4900	\$ 3,277,123	\$ 15,172,243	\$ (11,895,120)	21.60%
Salaries & Benefits	5100 - 5280	629,360	4,332,850	(3,703,490)	14.53%
less Capitalized Labor		(38,806)	(424,667)	385,861	9.14%
Less CalPERS Prepayment for Remainder of Year: (3)		(142,513)			
Adjusted Salaries and Benefits:		\$ 448,040	\$ 3,908,183	(3,460,143)	11.46%
Seminars, Conventions and Travel	5300 - 5350	7,251	51,124	(43,873)	14.18%
Office & Operational	5410 - 5494	155,658	1,208,164	(1,052,506)	12.88%
Purchased Water est. (4)	5495 - 5495	602,667	3,135,689	(2,533,022)	19.22%
Outside Services	5505 - 5580	108,887	1,160,573	(1,051,686)	9.38%
Equipment Rent, Taxes, Utilities	5620 - 5760	86,448	416,200	(329,752)	20.77%
Total Operational Expenses		\$ 1,408,951	\$ 9,879,933	\$ (8,470,982)	14.26%
Net Operating Income		\$ 1,868,172	\$ 5,292,310	\$ (3,424,138)	35.30%
Non-Operating Revenues					
Interest Received	9910 - 9910	15,130	100,000	(84,870)	15.13%
Unrealized Gains/Losses	9911 - 9911	23,420	-	23,420	100.00%
Other Income/Expense	9920 - 9973	2,635	-	2,635	100.00%
Total Non-Operating Revenues		\$ 41,184	\$ 100,000	\$ (58,816)	41.18%
Non-Operating Expenses					
Election Costs	9950 - 9950	-	-	-	0.00%
All other Non-Operating Expenses					
Capital Expenses (2):					
Capital Improvements	1705 - 1760	85,504	1,358,000	(1,272,496)	6.30%
Capital Replacements	1705 - 1760	114,485	380,000	(265,515)	30.13%
Unforeseen Capital Projects	1705 - 1760	-	100,000	(100,000)	0.00%
Capital Expenses:		\$ 199,989	\$ 1,838,000	\$ (1,638,011)	10.88%
Bond Interest Accrued (1)	7300 - 7300	276,957	1,661,739	(1,384,783)	16.67%
Total Non Operating Expenses		\$ 476,945	\$ 3,499,739	\$ (3,022,794)	13.63%
Revenues in Excess of All Expenditures, including Capital		\$ 1,432,411	\$ 1,892,571	\$ (460,160)	75.69%
Bond Retirement (1):		\$ 360,833	\$ 2,165,000	\$ (1,804,167)	16.67%
Net Position after Capital and Debt Retirement Expenditures		\$ 1,071,578	\$ (272,429)	\$ 1,344,007	

Notes:

- Bond retirement payments are made two times a year in September and March
- YTD Activity includes \$38,806 in capitalized labor charged to capital projects
- The District prepays CalPERS for the employers' share of retirement costs for the entire year
By doing this, the District saves approximately 3.56% in its total CalPERS payments for the year
The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment
- There is a lag in water billings from the Sacramento County Water Agency. Included above is an estimate of costs to date based on water used

**Florin Resource Conservation District
CASH - Detail Schedule of Investments
8/31/2019**

<u>G/L Account Fund</u> <u>HELD BY BOND TRUSTEE:</u>	<u>Account number / name</u>	<u>Investment Name</u>	<u>Investment Type</u>	<u>Restrictions</u>	<u>Market Value</u>				
1110-000-20 Water	BNY 892744 FRCD 2014A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	3,021,619.38				
1112-000-20 Water	BNY 743850 FRCD 2016A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted					
				Subtotal	\$ 3,021,619.38				
1001-000-20 Water	Cash on Hand			Unrestricted	\$ 300.00				
HELD BY F&M BANK:									
1011-000-10 FRCD	F&M 08-032009-01 CHECKING ACCOUNT			Unrestricted	109.26				
1011-000-20 Water	F&M 08-032017-01 OPERATING ACCOUNT			Unrestricted	570,454.27				
1084-000-20 Water	F&M 08-03201702-31 MONEY MARKET		1.41%	Unrestricted	2,098,530.64				
1031-000-20 Water	F&M 08-032912-01 CREDIT CARD ACCOUNT			Unrestricted	181,520.08				
1061-000-20 Water	F&M 08-032890-01 PAYROLL ACCOUNT			Unrestricted	32,090.68				
1071-000-20 Water	F&M 08-032920-01 DRAFTS ACCOUNT			Unrestricted	753.17				
				Subtotal	\$ 2,883,458.10				
INVESTMENTS									
1080-000-20 Water	Office of the Treasurer - Sacramento California	LAIF	Investment Pool	Unrestricted	\$ 3,560,794.63				
1081-000-20 Water	CAL Trust Medium Term		Investment	Unrestricted	\$ 1,339,002.45				
1082-000-20 Water									
	<u>PURCHASE DATE</u>	<u>CUSIP</u>	<u>ISSUED BY</u>	<u>CALL DATE</u>	<u>MATURITY DATE</u>	<u>% of Portfolio</u>	<u>Current Yield</u>	<u>COST BASIS</u>	<u>MARKET VALUE</u>
	9/30/2016	N/A	Union Bank of California	N/A	N/A	1.61%	0.35%	\$ 105,800.15	\$ 105,800.15
	6/30/2016	3136G3SR7	Federal National Mortgage Association (FNMA)	12/30/2019	12/30/2019	15.160%	1.380%	\$ 1,000,000.00	\$ 998,220.00
	9/30/2016	3136G4DB6	Federal National Mortgage Association (FNMA)	3/30/17 - qtrly	3/30/2020	15.120%	1.260%	\$ 1,000,000.00	\$ 996,530.00
	6/9/2016	3133EGCP8	Federal Farm Credit Banks (FFCB)	9/1/16 - cont.	12/1/2020	15.090%	1.640%	\$ 1,000,000.00	\$ 997,770.00
	6/16/2016	3136G3PY5	Federal National Mortgage Association (FNMA)	12/16/16 - qtrly	12/16/2020	15.110%	1.560%	\$ 1,000,000.00	\$ 999,410.00
	11/1/2017	3133EHM34	Federal Farm Credit Bank Bonds(FCB)	11/01/22 - cont.	11/1/2022	15.21%	2.230%	\$ 999,500.00	\$ 1,000,020.00
	9/30/2016	3136G4CY7	Federal National Mortgage Association (FNMA)	3/30/17 - qtrly	9/30/2021	7.53%	1.510%	\$ 500,000.00	\$ 498,215.00
	11/2/2016	3130A9RZ6	Federal Home Loan Bank (FHLB)	4/28/17 - qtrly	10/28/2021	15.17%	1.500%	\$ 1,000,000.00	\$ 999,650.00
								\$ 6,605,300.15	\$ 6,595,616.15
				Total					\$ 17,400,789.71
				Total Restricted					\$ 3,021,619.38
				Total Unrestricted					\$ 14,379,170.33

YTM = Yield to Maturity
qtrly = quarterly
cont. = continuous

Consultant Expenses
8/31/2019

Fiscal Retainer Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2019-2020 FY Budget	Percent of year (16%)
JRG Attorneys, LLP	Task orders	TBD	\$ 7,875	\$ 11,902		
Murphy Austin Adams Schoenfeld LLP	Task orders	TBD				
Liebert Cassidy Whitmore	Task orders	TBD	\$ 81	\$ 1,043		
Total			\$ 7,956	\$ 12,945	\$ 175,000	7.40%
Solutions by BG, Inc.	Task orders	725,050	\$ 18,266	\$ 36,164	\$ 253,500	14.27%

Major Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2018-2019 FY Budget	Percent of Contract
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**Elk Grove Water District
Major Capital Improvement Project
Budget vs Actuals
8/31/2019**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	2019-20 Budget		August Project Exp	Total YTD (1)	YTD % Spent
							\$				
Backyard Water Mains/Service Replacement	\$ 1,684,000	\$ 577,912	34.32%	\$ 37,981	R&R	Supply/Distribution	\$ 1,240,000	\$ 47,328	\$ 114,485	9.23%	
Well Rehabilitation Program	98,000	-	0.00%	-	R&R	Supply/Distribution	98,000	-	-	0.00%	
Service Line Replacements	750,000	703,093	93.75%	825	CIP	Supply/Distribution	-	-	1,145	100.00% (2)	
Well 3 Pump Replacement	180,000	30,235	16.80%	-	CIP	Treatment	-	-	-	100.00% (2)	
Well 3 Pump Replacement	125,000	-	0.00%	-	CIP	Treatment	125,000	-	-	0.00%	
Well 4D Radio Antenna	30,000	-	0.00%	-	CIP	Treatment	30,000	-	-	0.00%	
RRWTP Variable Frequency Drives	75,000	162	0.22%	-	CIP	Treatment	75,000	162	162	0.22%	
Truck Replacements	120,000	-	0.00%	-	CIP	Building and Site	120,000	-	84,197	70.16%	
HVWTP Roof Replacement	20,000	-	0.00%	-	CIP	Building and Site	20,000	-	-	0.00%	
I.T. Servers	30,000	-	0.00%	-	CIP	Building and Site	30,000	-	-	0.00%	
Unforeseen Capital Projects	100,000	-	0.00%	-	-	-	100,000	-	-	0.00%	
Sub-Total	\$ 3,212,000	\$ 1,311,402	40.83%	\$ 38,806			\$ 1,838,000	\$ 47,490	\$ 199,989	10.88%	

(1) Includes \$38,806 in capitalized labor through 08/31/19

(2) Capital projects budgeted for in prior years, however, work carried over and completed in current year.

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary

SUBJECT: **FLORIN RESOURCE CONSERVATION DISTRICT ASSOCIATE DIRECTOR APPOINTMENT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors consider the appointment of Paul Lindsay as Associate Director to the Florin Resource Conservation District Board of Directors.

SUMMARY

Recently, an application for Associate Director to the Florin Resource Conservation District (FRCD) was submitted by Paul Lindsay. The application received was accompanied by required applicant documents (attached), which present a background of depth in areas applicable for serving the FRCD and Elk Grove Water District (EGWD).

By this action, the FRCD Board of Directors (Board) will consider the appointment of Paul Lindsay as Associate Director to the Board.

DISCUSSION

Background

On March 25, 2009, the Board adopted Resolution No. 03.25.09.01, adopting Policy No. 12, Associate Directors Policy, which details the appointment and qualifications, term and responsibilities, and the application process.

At the Regular Board Meeting held on August 26, 2015, the Board adopted Resolution No. 08.26.15.01, revising the policy to permit the Board to fill Associate Director vacancies throughout the year.

Present Situation

In August, Paul Lindsay submitted an application and required documents, per Policy No. 12, Associate Directors Policy, to be considered as an Associate Director to the Board.

September 18, 2019

**FLORIN RESOURCE CONSERVATION DISTRICT ASSOCIATE DIRECTOR
APPOINTMENT**

Page 2

Staff recommends that the Board consider the appointment of Paul Lindsay as Associate Director to the Board.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. The appointment of Associate Directors to the Board is fundamentally important to the mission of the FRCD, which states "The FRCD assists, manages, and/or produces beneficial resource conservation programs within the FRCD service area by building alliances, generating community interest and input, and organizing activities and projects".

FINANCIAL SUMMARY

There is no financial impact associated with this agenda item.

Respectfully submitted,



STEFANI PHILLIPS
BOARD SECRETARY

Attachment

Florin Resource Conservation District
Board of Directors
9257 Elk Grove Blvd.
Elk Grove, Ca 95624

Thank you for this opportunity to apply as an Associate Director of the Florin Resource Conservation District. The work of the district is vital to the health and well-being of the community and I believe that is incumbent upon all of us to do what we can to ensure the continued success of the District.

First, a little about myself. I am retired, after working for the Social Security Administration (SSA) for over 34 years. During my tenure with SSA, I worked in a variety of specialties involving administering a complex set of laws, including entitlement issues and actions taken after entitlement. These could range from determining initial and continuing eligibility for retirement, disability, spouse's, dependent's, and survivor benefits. I also worked as a Management Analyst, determining the efficacy of operational practices; as an Area Systems Coordinator, addressing IT issues; as a first line Supervisor, Operations Officer, and ultimately, a District Manager, all addressing local and area management issues.

From 1995 to 2000, I was on the County's Citizens Advisory Committee for Elk Grove. This group held public meetings regarding land use within the area of Elk Grove and submitted our recommendations to the County Board of Supervisors. During this time, I also served as Chair for the East Elk Grove Citizens Advisory Committee, working with the public and developers in establishing plans and recommendations for the development of East Elk Grove. These plans and recommendations were passed on to the County Board of Supervisors for their ultimate action.

From 2000 to the middle of 2007, I was a representative on the City of Elk Grove Planning Commission, serving several times as its Chair. This initial Planning Commission set a tone of openness and inclusion, making sure that everybody was heard and that all opinions were considered in our final decisions. This Commission also initiated Elk Grove's initial General Plan and set a path for the approach to land use determinations for the City.

I have continued to be interested in both local and County issues and have often spoken before the Board of Supervisors and the City Council in addressing issues vital to the health of our community.

During the last two years, I have been on the Sacramento County Grand Jury. I found the experience to be informative; it gave me new insights into the operations of County government and the operations of Cities and Special

Districts. I'm not really at liberty to discuss much of my Grand Jury work but I will say that it required each of us to work as a team of equals, essentially making sure our individual contributions were sound, well thought out, and reasoned. If you're interested in the nature of the work we did, you can go to www.sacgrandjury.org and review the 2017-2018 and 2018-2019 reports.

And so, it comes down to why I am applying for the position of Associate Director. First and foremost, I believe that citizenship offers us a wonderful gift: the ability to determine the future course of our community. But that gift also obligates us to serve our community. I wish to continue to meet that obligation by serving on the FRCD, adding my voice to speak for our community and, in so doing, help make the efforts of the FRCD leave a positive and lasting influence on the community.

I am enclosing letters of recommendation from Steve Detrick (current member of the Elk Grove City Council), Nancy Holt (Foreperson of the 2018-2019 Sacramento County Grand Jury), and Gil Albiani (current President of the Cosumnes Community Services District Board and former member of the FRCD Board of Directors).

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Paul Lindsay', with a long horizontal flourish extending to the right.

Paul Lindsay
8909 Castle Park Dr
Elk Grove, Ca 95624

lindsay@elkgrove.net
Hm: 916-685-8071
Mobile: 916-204-0335



8401 LAGUNA PALMS WAY • ELK GROVE, CALIFORNIA 95758
TEL: 916.683.7111 • FAX: 916.627.4200 • www.elkgrovecity.org

August 7, 2019

RE: Letter of recommendation for Paul Lindsey as an Associate Director

Florin Resources Conservation Board,

I have known Paul Lindsay for nearly two decades both personally and professionally. Paul is one of the most honest, hardworking gentlemen that I have met over the past 45 years where I have worked in both the private sector and as an elected official.

I first met Paul when he was appointed to the Elk Grove Planning Commission in the 2000/2001 timeframe. I quickly found out that Paul always does extensive research on all items that he is involved with, meets with the stakeholders and always make his decisions with being completely educated on the issues.

Paul has been an advocate for many major issues in Elk Grove over the past 20 years and has always been a champion for what is in the best interest of the environment, the city, businesses and residents.

When I was elected to the Elk Grove City Council in 2008, several times over the past decade, Paul and I have worked together on projects and/or issues with the common goal of making sure that when I voted on a City of Elk Grove project or issue, that I was fully informed. Paul has always been a voice of reason and someone that I could confide in.

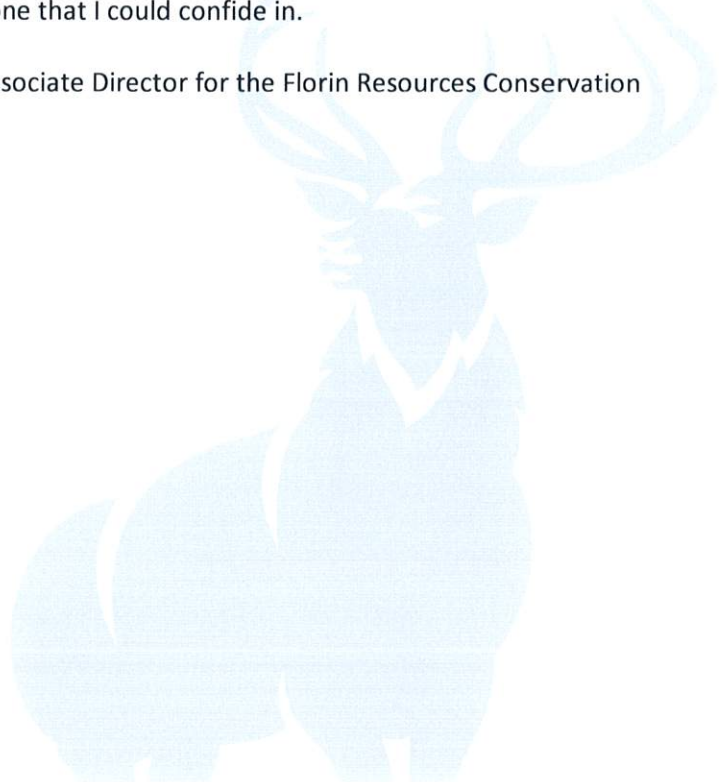
I highly recommend Paul Lindsey as an Associate Director for the Florin Resources Conservation Board.

Sincerely,



Councilman Steven M. Detrick

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Cell (916) 715-8065
Email sdetrick@elkgrovecity.org



Board of Directors
Florin Resource Conservation District
9257 Elk Grove Blvd
Elk Grove, CA 95624

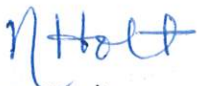
This letter of recommendation is for Paul Lindsay. I have had the pleasure of working with Paul on the Sacramento County Grand Jury for two terms, 2017/2018 and 2018/2019. I have observed Paul in two capacities during these terms, as an individual juror contributor and as a committee chairperson. His general knowledge of county functions and ability to research specific topics greatly contributed to our ongoing inquiries and investigations. Additionally, his verbal and written communication skills enabled him to effectively convey his findings and recommendations to the entire jury group.

During his second term, Paul was highly effective as the EPS (Environmental Public Works and Special Districts) Committee Chairperson, leading a team of seven grand jurors. Under Paul's steadfast leadership, the EPS Committee reviewed numerous complaints, completed three investigations and authored comprehensive reports for each investigation.

Paul is highly organized, objective and fair minded and has a fun sense of humor that served to lessen group tension that arose during heated discussions and debates. I clearly valued Paul's skills and efforts and equally important was that he was respected and appreciated by all jury members.

I am available by phone (916) 425-0478 if you need additional information.

Sincerely,



Nancy Holt

2018/2019 Sacramento County Grand Jury Foreperson

Subject: Letter of Recommendation for Paul Lindsay for FRDC Associate Director

From: Gil Albiani <gil@albianireg.com>

To: lindsay@elkgrove.net

Date: Sunday, 08/04/2019 3:58 PM

Members of the FRCD Interview Committee and Paul,

Thank you Paul, for permitting me to provide you with a Letter of Recommendation for a position as an Associate Director for the Florin Resource Conservation District.

I know, that with all that you have done in the past in Elk Grove you will receive an appointment without any efforts on your behalf by me. That said, I am aware of your involvement in a host of community activities and events. You have been an unsung hero typically flying under the radar and letting others take credit for the successes you have helped secure.

I am aware that you are an active member of St Josephs church and work on their efforts to serve the Elk Grove community. You are a regular attendee at City Council meetings where you have continued to advocate for the underserved population. Because of my real estate practice and my involvement on behalf of the CCSD, I am in attendance at work projects, fund raising events and community outreach. It is a rare activity that you are not somehow involved. For that I thank you!

Most recently, you have been a member of the Sacramento County Grand Jury. As you recall, as president of the Cosumnes Community Services District I was interviewed earlier this year by the Grand Jury.. I prepared myself for the anticipated intensive questioning, but even with that preparation, I was on occasion having to think deeply to recall some of the issues and statistics that were in question.

I was pleasantly surprised at your knowledge of the CCSD and elements of our involvement in the Elk Grove community. Your knowledge did not come only from experience, but you made a careful study in preparation of our interviews. I know that was not a rare incidence but is indicative of your interest in being prepared and doing a good job with everything you do.

You may know that many years ago, before my tenure on the CCSD Board, I was on the FRCD and Elk Grove Water District Board. You will be a valuable asset to that Board, and in my experience with your community work, in any enterprise or activity in which you are involved.

I am endorsing your appointment to the FRCD Board as an Associate Director without any reservation, and know you will be a valuable asset as that Board works to find ways to become an even more important agency in developing conservation and education opportunities in the South County.

Please accept my best wishes, and please know that you are encouraged to give my name and contact information to anyone involved in considering you for this position.

Respectfully

Gil Albani
016.425.0330
gil@albaniereg.com

Gil Albani

Broker Associate
CalBRE# 00584962
916.425.0330 cell

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September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **COMMITTEE MEETINGS**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

The Florin Resource Conservation District (FRCD) Board of Directors (Board) has requested a monthly summary of committee meetings. No committee meetings were held in the month of August.

DISCUSSION

Background

At the Regular Board Meeting held on May 27, 2015, the Board determined committee meeting minutes be brought to the FRCD Regular Board Meeting and placed under agenda item Committee Meetings. The agenda item Committee Meetings, was placed after agenda item Consent Calendar for approval. This item may be moved within the agenda, if necessary, by direction from the Chairperson. The committee meeting minutes shall be accepted by the Board.

Present Situation

No committee meetings were held in the month of August.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

September 18, 2019

COMMITTEE MEETINGS

Page 2

STRATEGIC PLAN CONFORMITY

This item is in keeping with the District's Business Practice goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no financial impact associated with this item at this time.

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2019**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

The Elk Grove Water District (EGWD) Operations Report is a standing item on the Regular Board Meeting agenda.

All regulatory requirements were met for the month of August. Other notable events are described below.

DISCUSSION

Background

Every month, staff presents an update of the activities related to the operations of the EGWD. Included for the Board of Director's review is the EGWD's August 2019 Operations Report.

Present Situation

The EGWD August 2019 Operations Report highlights are as follows:

- **Operations Activities Summary** – Five hundred three (503) door hangers were placed for past due balances which resulted in 48 shutoffs. We received three (3) water pressure complaints and two (2) water quality complaints. Upon further inspection, none of the complaints were validated.
- **Production** – The Combined Total Service Area 1 production graph on page 14 shows that production during the month of August increased 3.18 percent compared to August 2018, and is 13.02 percent less than what was produced in 2013. Year 2013 is the baseline year the State Water Quality Control Board adopted for water usage. The Total Demand/Production for both service areas on

ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2019

Page 2

page 15 shows that customer use during the month of August, compared to August 2013, was down by 11.32 percent.

- **Static and Pumping Level Graphs** – The third quarter soundings are shown and indicate that the static water levels in deeper zones have risen gradually compared to the third quarter of 2017. The shallow zones have also shown improvement.
- **Treatment (Compliance Reporting)** – All samples taken during the month are in compliance with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found and all water supplied to EGWD’s customers met or exceeded safe drinking water standards.
- **Corrective Maintenance Program** – The tables included in this section of the report also include certain activities completed to date. Below is a list of out-of-ordinary maintenance work completed in August:
 - Staff replaced a failed coolant thermostat on the portable generator at Well 11D Dino.
 - Staff replaced two cracked fittings on a chemical pump at the Railroad Water Treatment Plant.
 - Staff initiated repairs to a malfunctioning flow control valve on filter vessel #8 at the Railroad Water Treatment Plant.
 - Staff replaced the chemical feed lines at Well 8 and Well 9 due to pinhole leaks.
- **Backflow Prevention Program 2019** – EGWD issued 94 testing notices for the month. Pursuant to the notices, 78 devices passed. One (1) device failed the initial test but passed after repairs were made. Fifteen (15) secondary testing notices were issued whereby one (1) device was tested and passed. Fourteen (14) devices remain untested and are classified as delinquent.
- **Safety Meetings/Training** – Three (3) safety training sessions were conducted for the month, which is compliant with OSHA standards.
- **Service and Main Leaks Map** – There were two (2) service line leaks and no main line leaks during August.
- **System Pressures** – Pressures in Service Area 1 generally remained stable during the month of August. Pressures in Service Area 2, which are controlled by Sacramento County Water Agency, went down slightly from the previous month.

September 18, 2019

ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2019

Page 3

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

The EGWD's Strategic Plan addresses responsible business practices and the importance of providing the community with safe drinking water. The EGWD Operations Report is a key document for managing EGWD's distribution and treatment system. The EGWD Operations Report assists EGWD toward its responsibility of delivering safe drinking water.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/ah

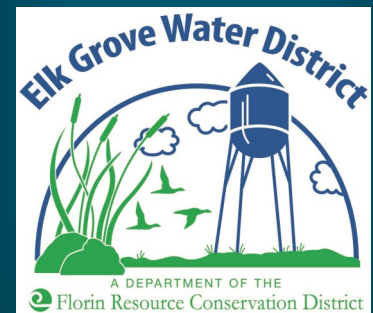
EGWD

OPERATIONS REPORT

August 2019



Elk
Grove
Water
District



Elk Grove Water District
Operations Report
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Operations Activities Summary

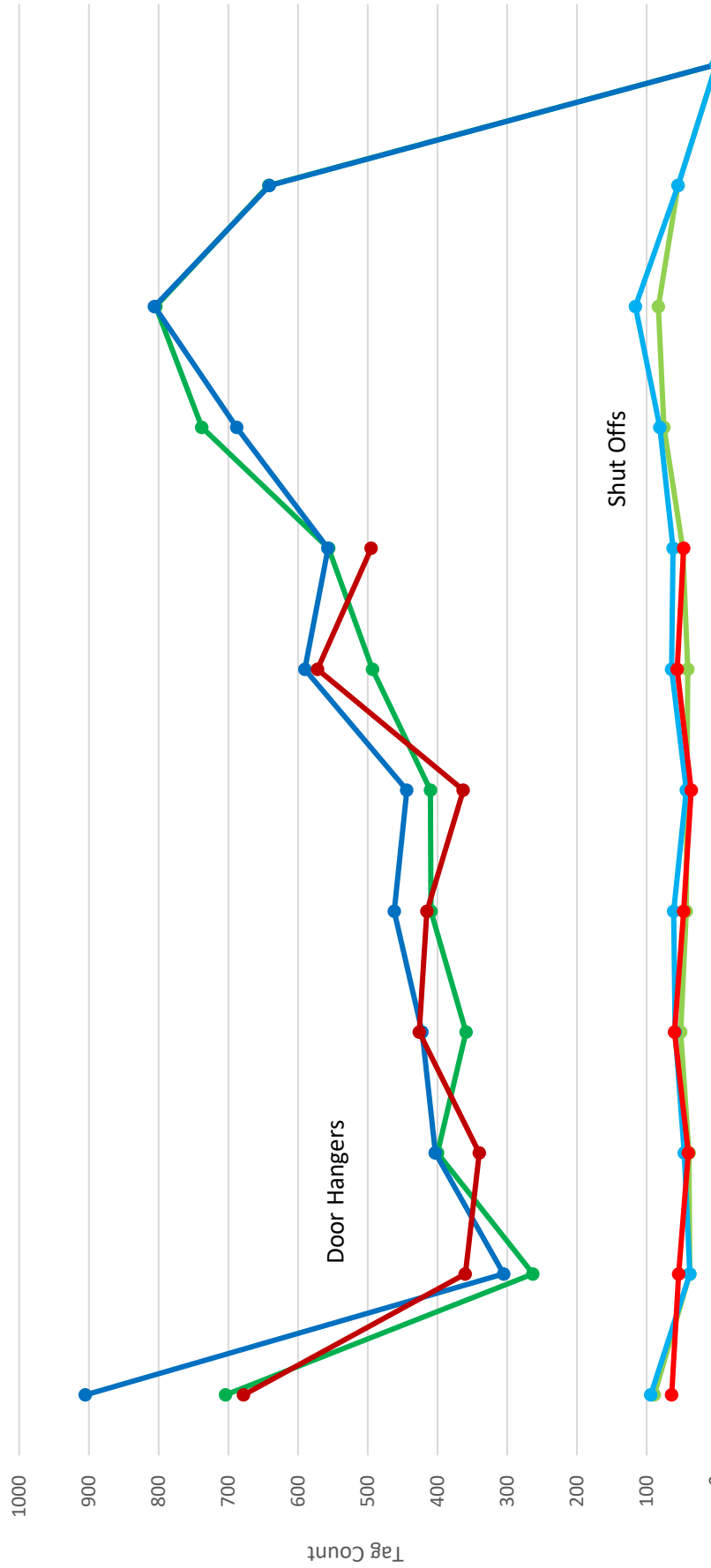
<u>Service Requests:</u>	August-19		YTD (Since Jan. 1, 2019)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Tags	503	32.25	3,695	235
Shut offs	48	15.25	420	114.55
Turn ons	49	10.75	460	214.10
Investigations	57	27.75	347	288.95
USA Locates	181	45.25	1,529	381.75
Customer Complaints				
-Pressure	3	1	18	8
-Water Quality	2	2.50	10	6.25
-Other	0	0	0	0

<u>Work Orders:</u>	August-19		YTD (Since Jan. 1, 2019)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Treatment:				
Preventative Maint.	19	34	182	518
Corrective Maint.	7	20	66	435.50
Water Samples	12	85	127	384
Distribution:				
Meters Installed	1	1	29	14
Meter Change Out	49	24.55	200	123.55
Preventative Maint.				
-Hydrant Maintenance (135)	136	33	1,068	242
-Valve Exercising (120)	120	14	1,084	173.50
-Other	0	0	0	0
Corrective Maint.				
-Leaks	2	17.5	18	229
-Other	14	27.75	152	148.75
Valve Locates	0	0	0	0
Utility:				
Corrective Maint.	0	0	0	0

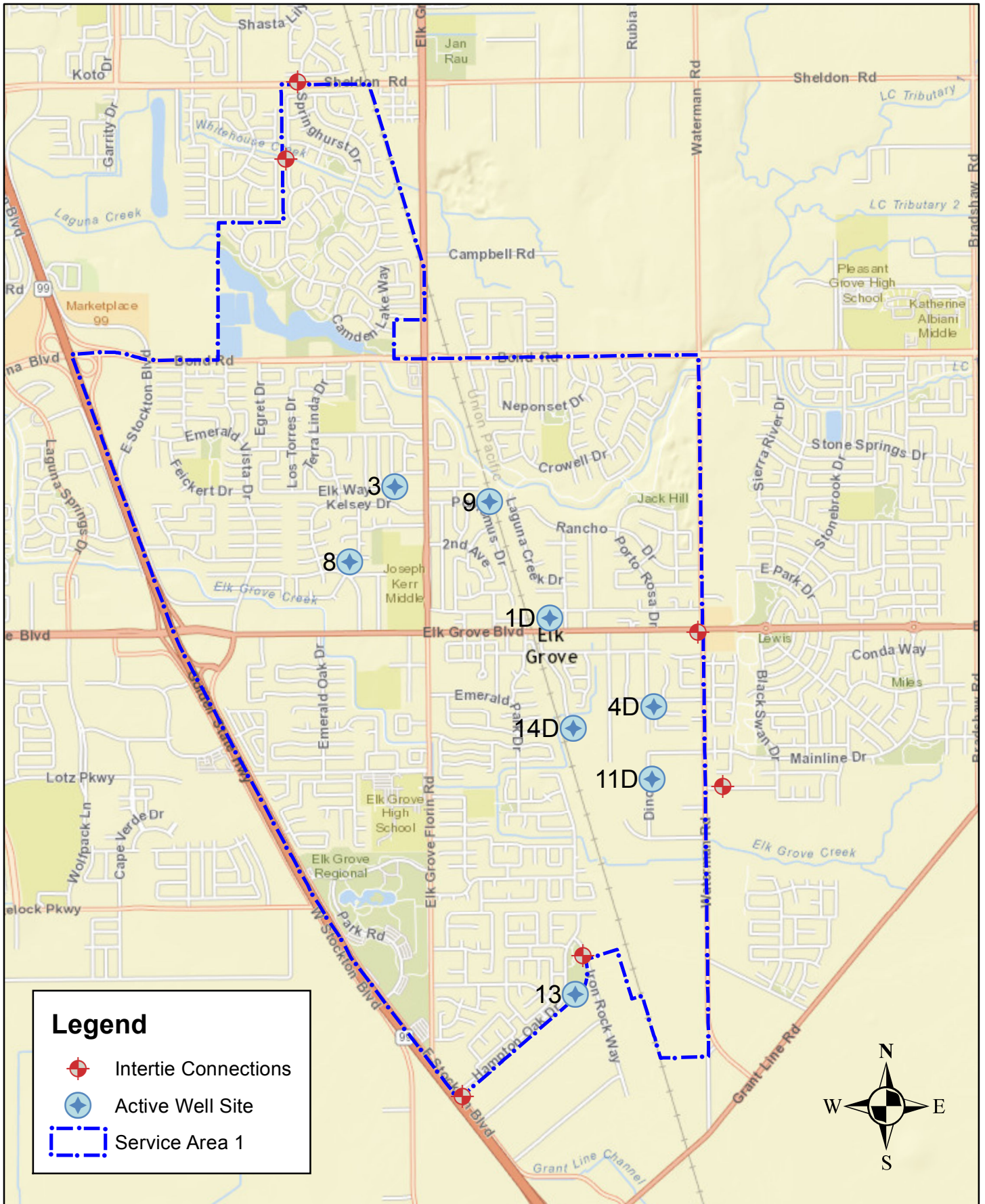


Elk Grove Water District

Door Hangers and Shut Off Tags



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017 Door Hangers	704	263	400	359	409	410	493	556	738	804	642	0
2017 Shut Offs	89	38	39	51	43	42	41	48	75	83	55	0
2018 Door Hangers	905	305	403	422	462	444	590	557	688	806	641	0
2018 Shut Offs	94	38	46	59	61	43	64	62	81	116	55	0
2019 Door Hangers	678	360	340	426	415	363	572	495				
2019 Shut Offs	64	54	40	60	47	36	56	47				



Active Well Sites & Intertie Connections

Elk Grove Water District



Elk Grove Water District

Monthly Production

Well 1D School -- Aug. 2019

Selected Month Production
621,843 Gallons

Average GPM:
1,727

Motor:

Volts: 481
Volts (Rated): 460
RPM: 1768
RPM (Rated): 2115
Amps A: 181
Amps A (Rated): 222
Amps B: 180
Amps B (Rated): 222
Amps C: 173
Amps C (Rated): 222

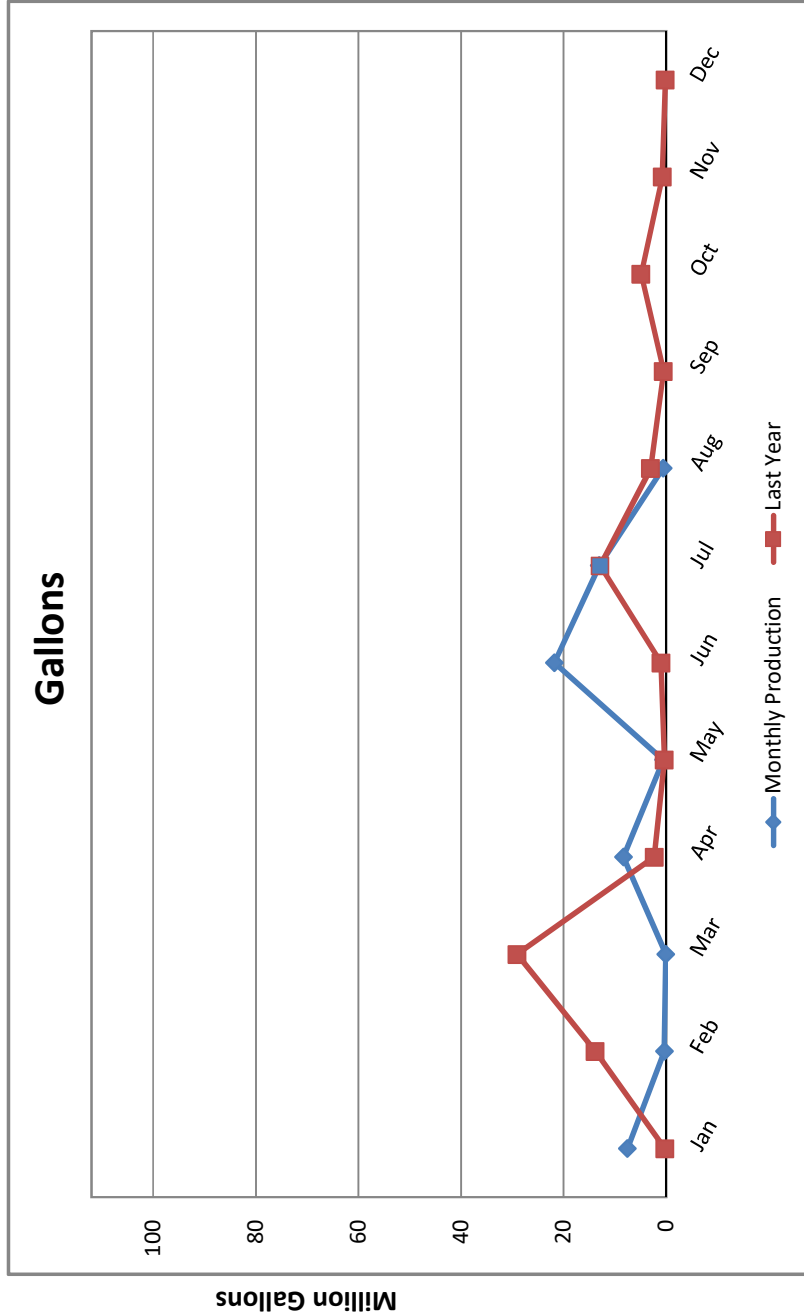
Motor Temp: 92.7 F
Hour Meter: 6.00
KW Hour Total: 1,760

Chlorine:

Dosing: 1.46 mg/L
Demand: 0.32 mg/L
Residual: 1.13 mg/L

Vibration Reading:

Base Line: 0.05 in/sec
Current: 0.04 in/sec





Elk Grove Water District

Monthly Production

Well 4D Webb -- Aug. 2019

Selected Month Production
50,784,183 Gallons

Average GPM:
1,706

Motor:

- Volts: 473
- Volts (Rated): 460
- RPM: 1660
- RPM (Rated): 1775
- Amps A: 199
- Amps A (Rated): 225
- Amps B: 197
- Amps B (Rated): 225
- Amps C: 197
- Amps C (Rated): 225

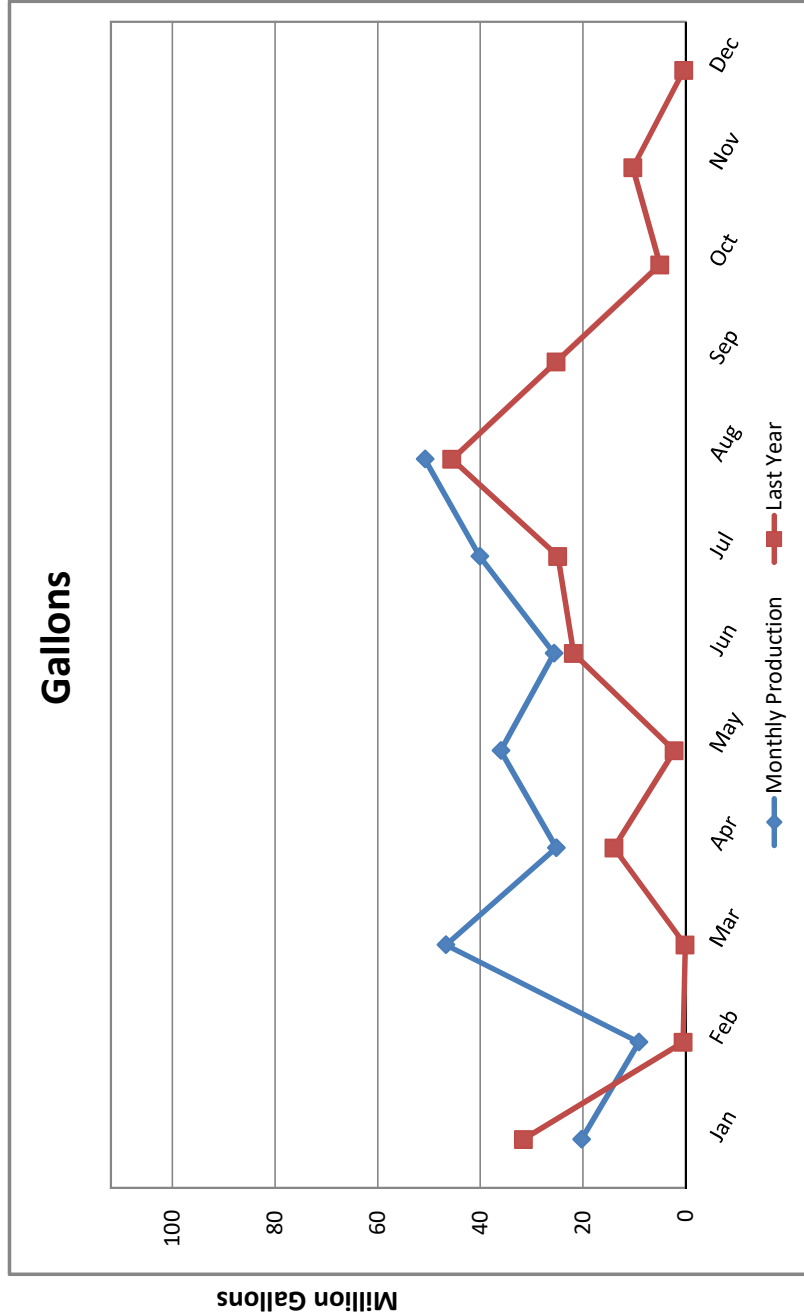
- Motor Temp: 155.4 F
- Hour Meter: 495.90
- KW Hour Total: 70,200

Chlorine:

- Dosing: 1.43 mg/L
- Demand: 0.26 mg/L
- Residual: 1.17 mg/L

Vibration Reading:

- Base Line: 0.05 in/sec
- Current: 0.03 in/sec





Elk Grove Water District

Monthly Production

Well 11D Dino -- Aug. 2019

Selected Month Production
16,966,692 Gallons

Average GPM:
1,691

Motor:

Volts: 474
 Volts (Rated): 460
 RPM: --
 RPM (Rated): 1775
 Amps A: 197
 Amps A (Rated): 225
 Amps B: 196
 Amps B (Rated): 225
 Amps C: 199
 Amps C (Rated): 225

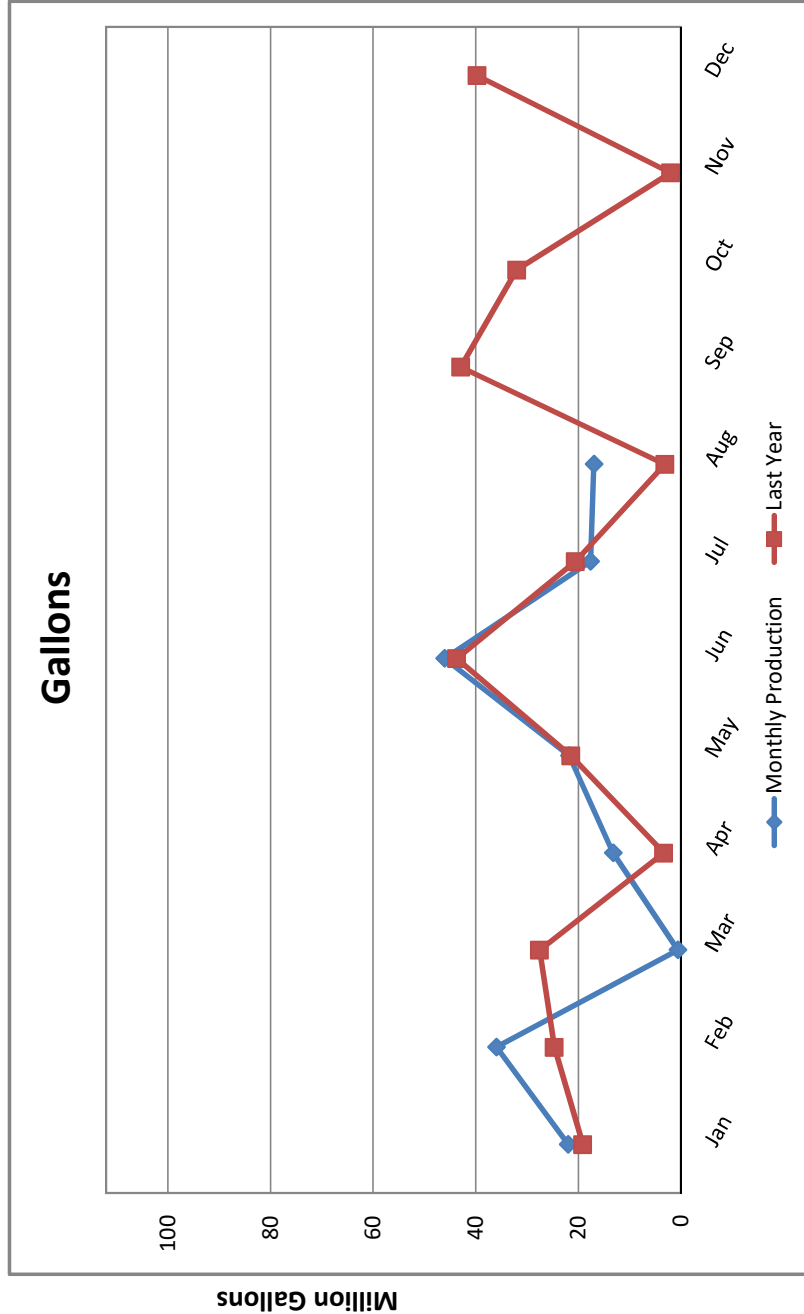
Motor Temp: 180.3 F
 Hour Meter: 167.20
 KW Hour Total: 26,820

Chlorine:

Dosing: 1.44 mg/L
 Demand: 0.38 mg/L
 Residual: 1.06 mg/L

Vibration Reading:

Base Line: 0.05 in/sec
 Current: 0.02 in/sec





Elk Grove Water District

Monthly Production

Well 14D Railroad -- Aug. 2019

Selected Month Production
50,940,697 Gallons

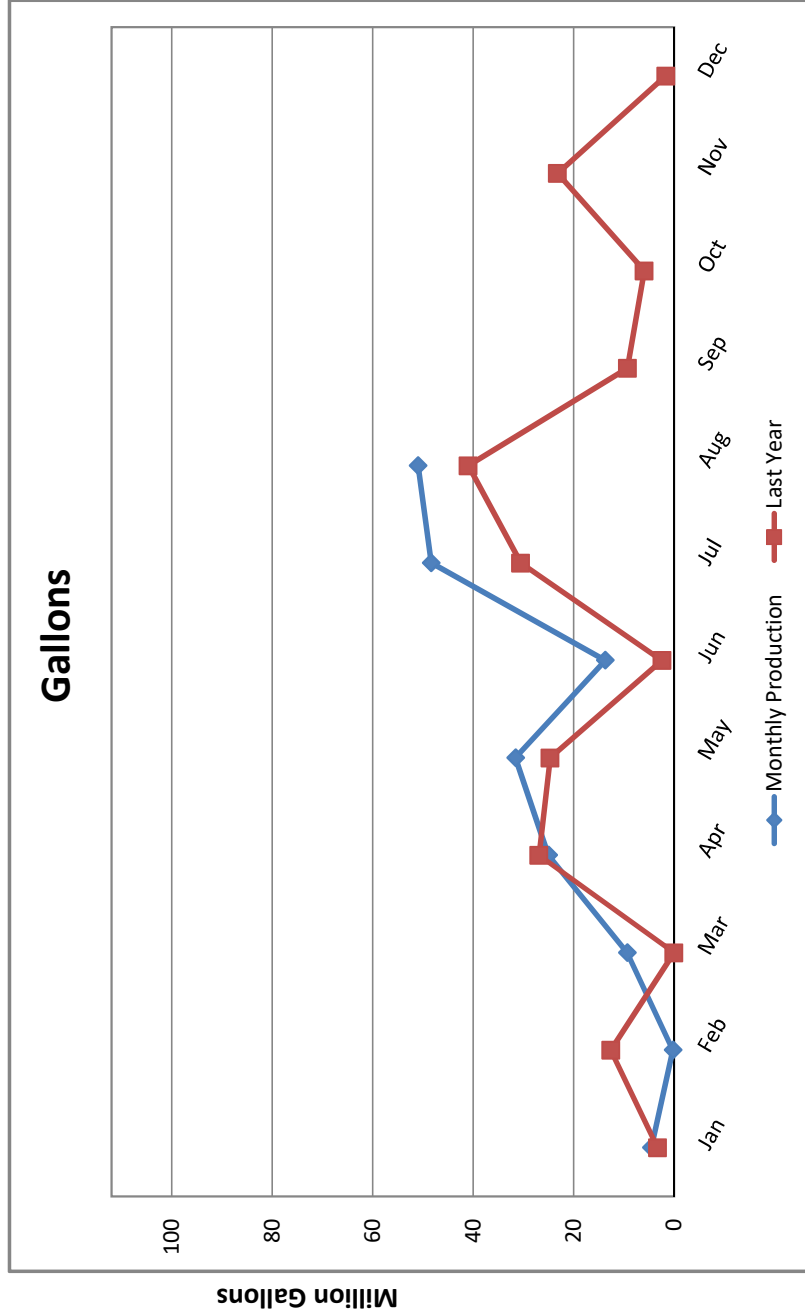
Average GPM:
1,493

Motor:
Volts: 478
Volts (Rated): 460
RPM: --
RPM (Rated): 1785
Amps A: 163
Amps A (Rated): 171
Amps B: 164
Amps B (Rated): 171
Amps C: 156
Amps C (Rated): 171

Motor Temp.: 135.7 F
Hour Meter: 568.60
KW Hour Total: 160,960
(KWH total is for the entire facility)

Chlorine:
Dosing: 1.61 mg/L
Demand: 0.46 mg/L
Residual: 1.15 mg/L

Vibration Reading:
Base Line: 0.02 in/sec
Current: 0.03 in/sec





Elk Grove Water District

Monthly Production

Well 3 Mar–Val -- Aug. 2019
(Well offline)

Selected Month Production
0 Gallons

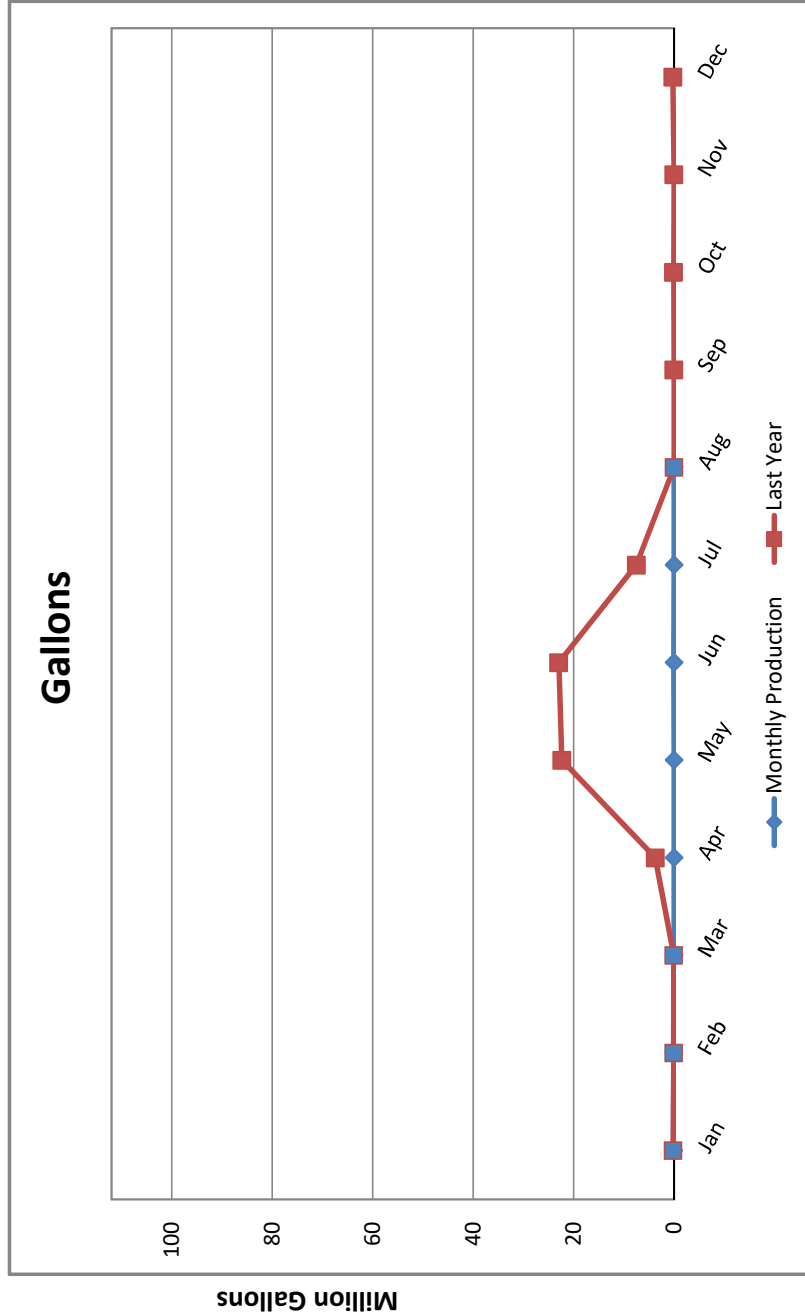
Average GPM: 0

Motor:
Volts: --
Volts (Rated): 460
RPM: --
RPM (Rated): 1983
Amps A: --
Amps A (Rated): 88
Amps B: --
Amps B (Rated): 88
Amps C: --
Amps C (Rated): 88

Motor Temp.: -- F
Hour Meter: 0.00
KW Hour Total: 0

Chlorine:
Dosing: -- mg/L
Demand: -- mg/L
Residual: -- mg/L

Vibration Reading:
Base Line: 0.02 in/sec
Current: -- in/sec





Elk Grove Water District

Monthly Production

Well 8 Williamson -- Aug. 2019
(Submersible)

Selected Month Production
7,639,123 Gallons

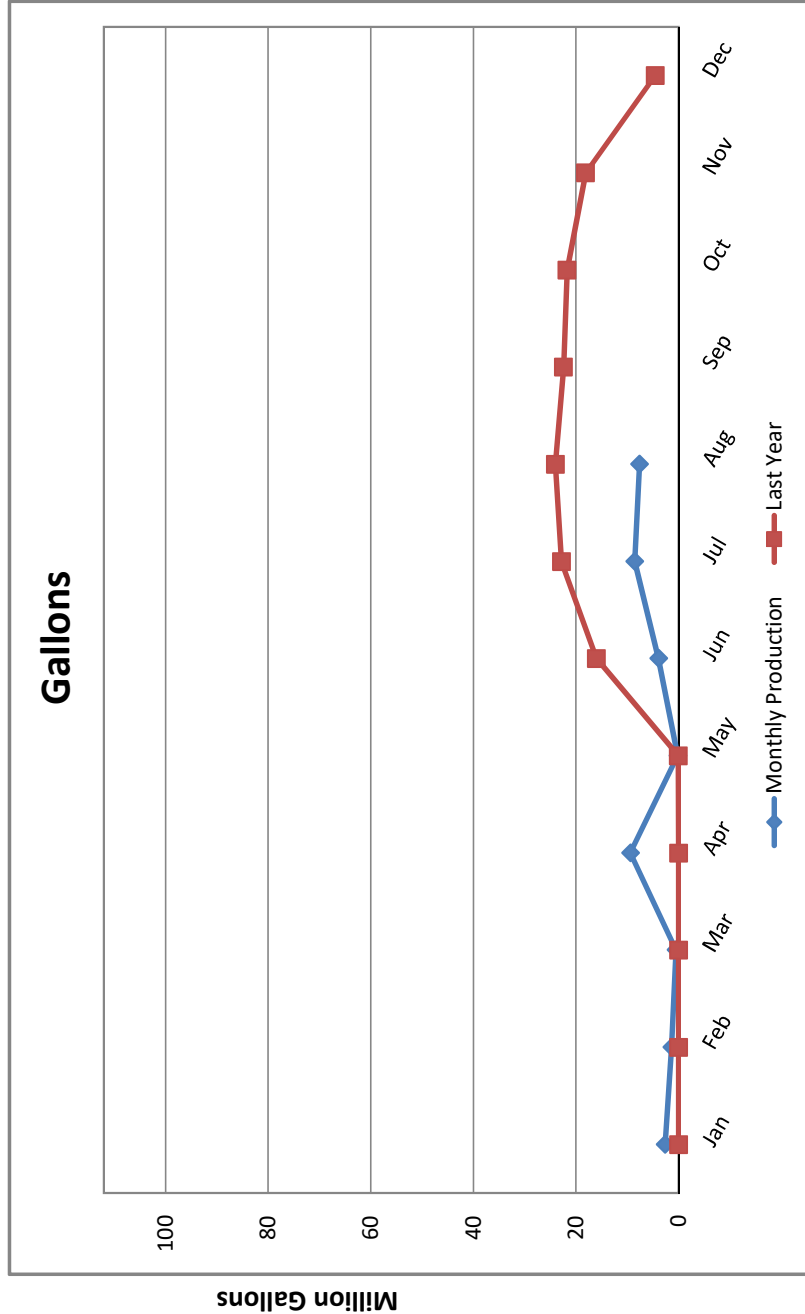
Average GPM: 550

Motor:
Volts: 462
Volts (Rated): 460

Amps A: 60
Amps A (Rated): 65
Amps B: 59
Amps B (Rated): 65
Amps C: 60
Amps C (Rated): 65

Hour Meter: 231.50
KW Hour Total: 9,288

Chlorine:
Dosing: 1.24 mg/L
Demand: 0.38 mg/L
Residual: 0.86 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- Aug. 2019
(Submersible)

Selected Month Production
8,655,000 Gallons

Average GPM: 489

Motor:

Volts: 481

Volts (Rated): 460

Amps A: 58

Amps A (Rated): 65

Amps B: 58

Amps B (Rated): 65

Amps C: 60

Amps C (Rated): 65

Hour Meter: 294.80

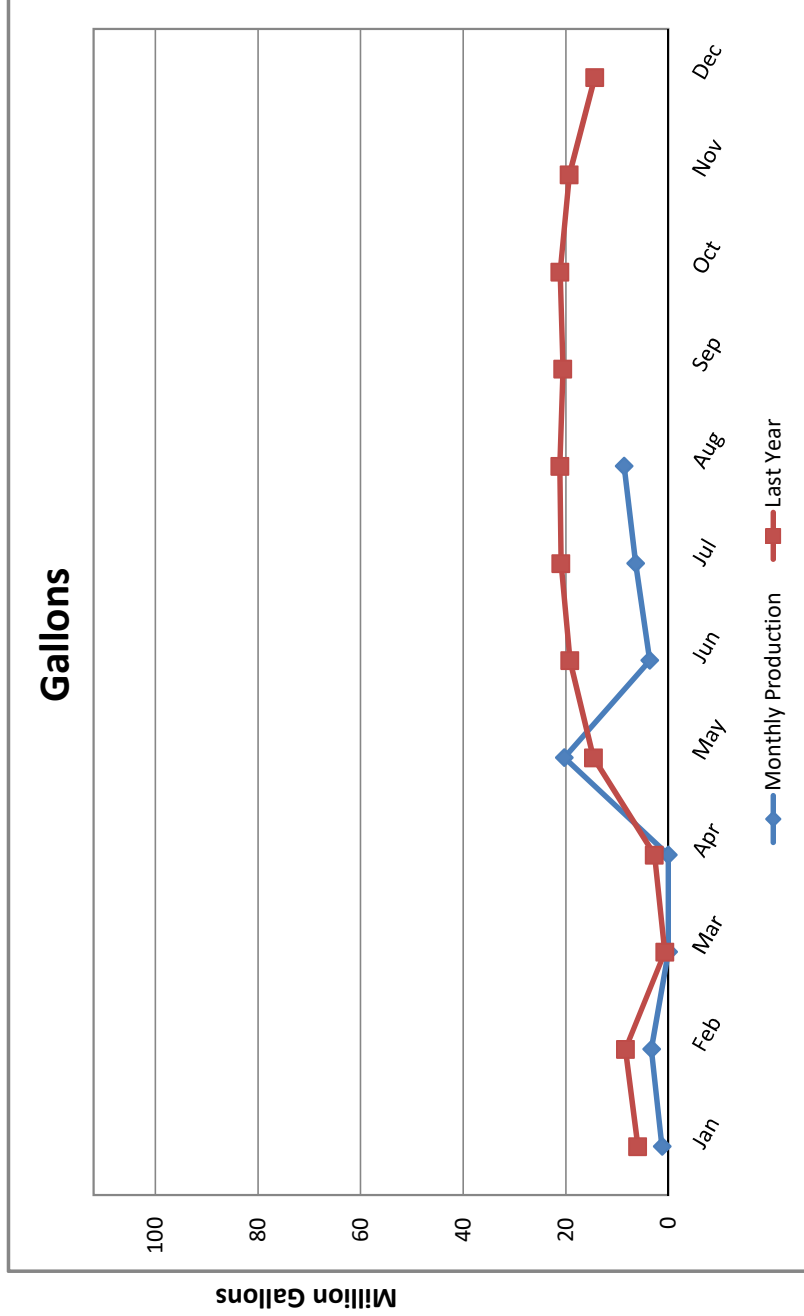
KW Hour Total: 11,852

Chlorine:

Dosing: 1.38 mg/L

Demand: 0.28 mg/L

Residual: 1.07 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- Aug. 2019

Selected Month Production
43,431,441 Gallons

Average GPM: 971

Motor:

Volts: 481
 Volts (Rated): 460
 RPM: 1784
 RPM (Rated): 1785
 Amps A: 102
 Amps A (Rated): 141
 Amps B: 104
 Amps B (Rated): 141
 Amps C: 105
 Amps C (Rated): 141

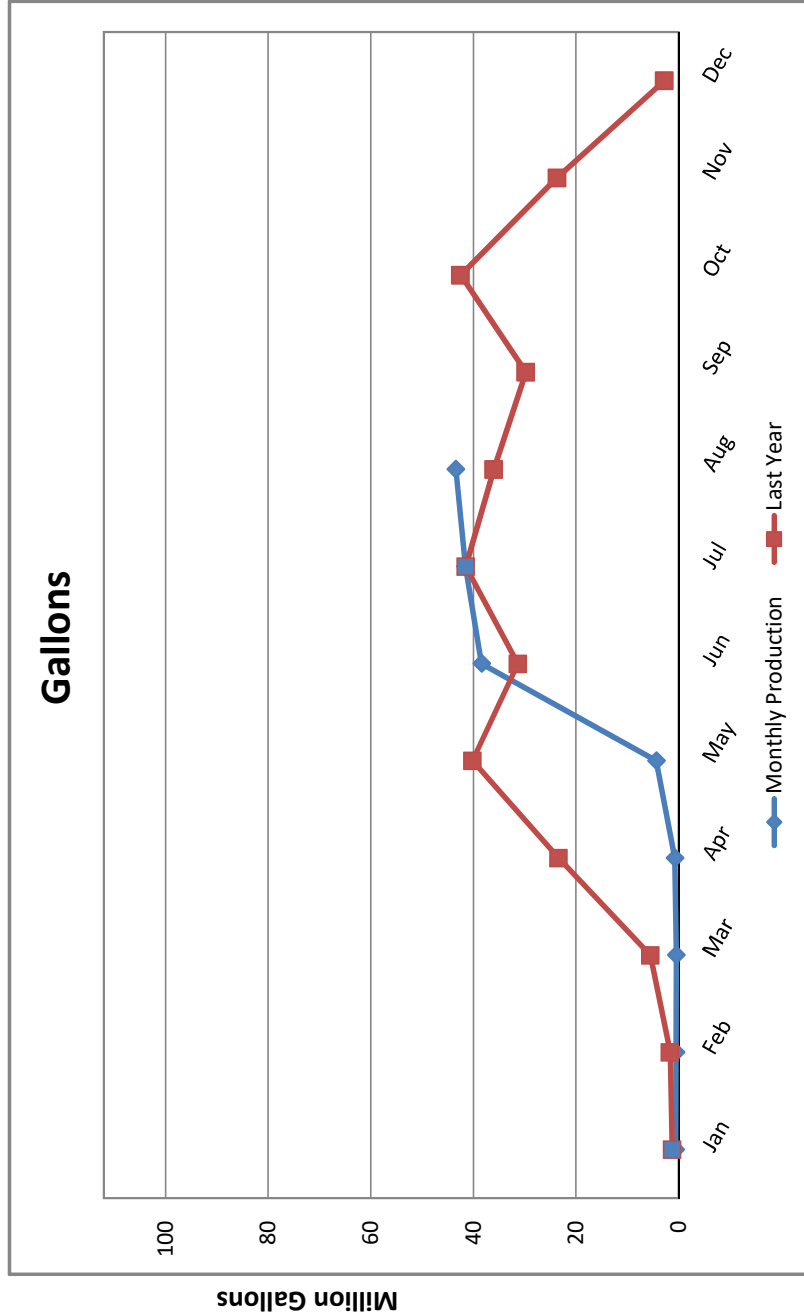
Motor Temp.: 163.5 F
 Hour Meter: 745.40
 KW Hour Total: 54,840

Chlorine:

Dosing: 2.08 mg/L
 Demand: 1.22 mg/L
 Residual: 0.86 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
 Current: 0.04 in/sec





Elk Grove Water District

Combined Total Production

Service Area 1

Aug-2019

Current Month Production:

179,038,979 Gallons

Highest Day Demand of the Month:

6,259,258

Date of Occurrence

27-Aug-19

Highest Day Demand of the Calendar Year:

6,259,258

Date of Occurrence

27-Aug-19

"Water Year" Rainfall: (Oct-18 to Sep-19)

Current Month: 0.00 in

Year To Date: 24.25 in

"Water Year" Rainfall: (Oct-17 to Sep-18)

Aug. 2018: 0.00 in

Year To Date: 15.96 in

Last Year Total: 15.96 in

Temperature:

This Month High: 105 F

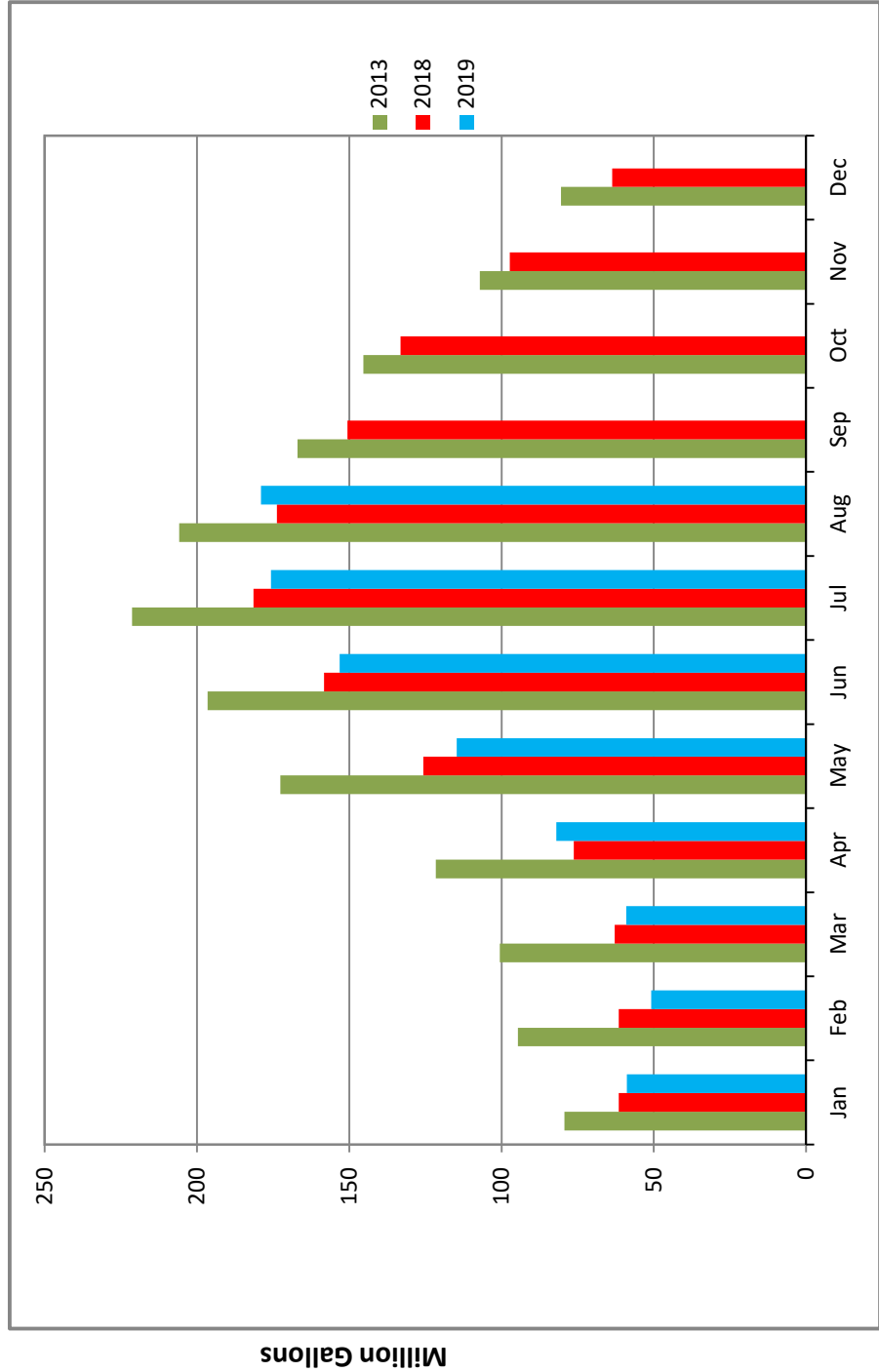
This Month Low: 56 F

This Month Average: 77.9 F

AUG-18 High: 100 F

AUG-18 Low: 54 F

AUG-18 Average: 73.65 F

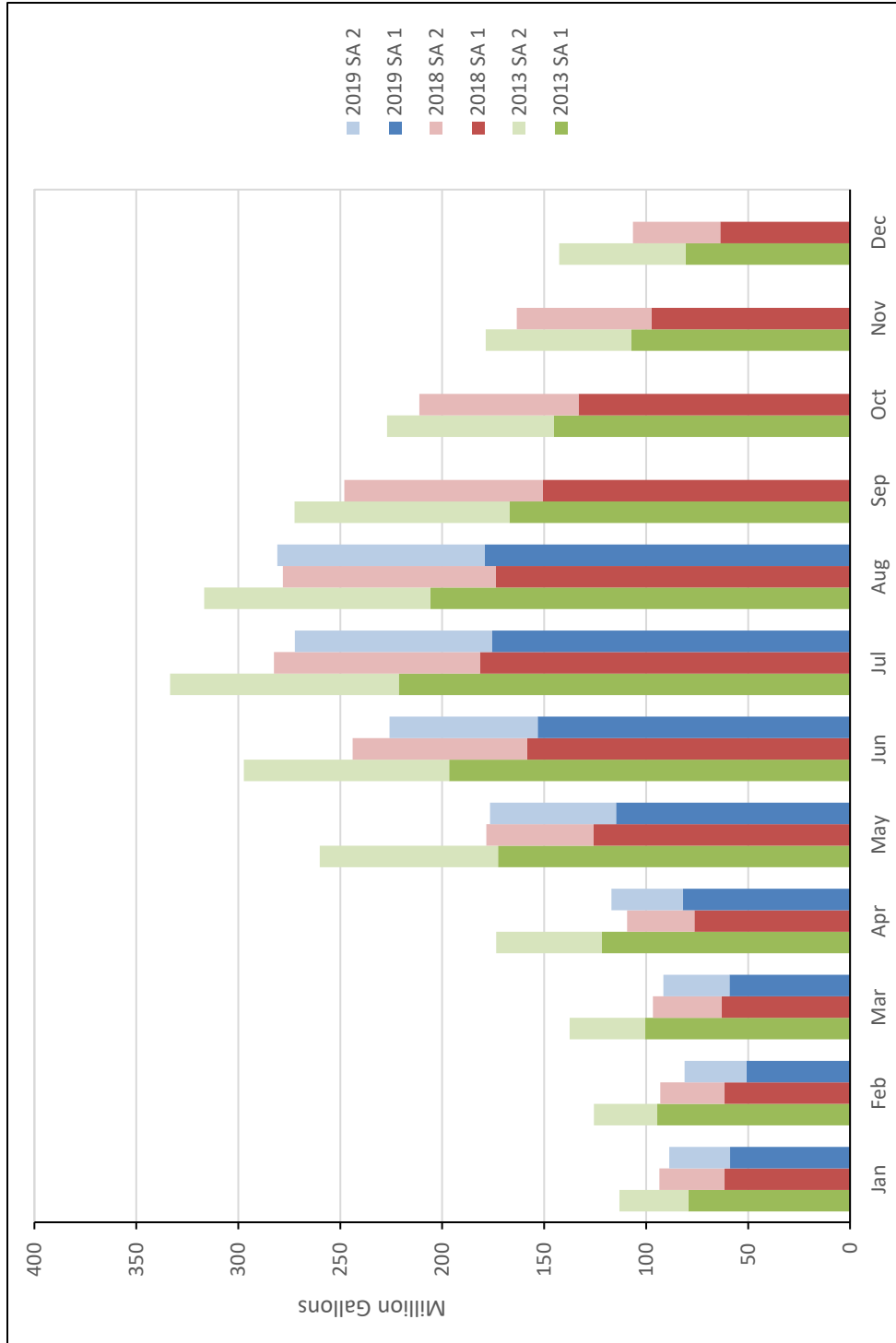




Elk Grove Water District

Total Demand/Production

Aug-2019



Current Month Demand/Production:
280,857,487 Gallons
Reduction From Aug 2013: 11.32%
GPCD: 200.5 Gallons per Day
R-GPCD: 154.4 Gallons per Day

Service Area 1
Active Connections: 7,950
Current Month Demand/Production:
179,038,979 Gallons
Reduction From Aug 2013: 13.02%
GPCD: 202.2 Gallons per Day
R-GPCD: 159.7 Gallons per Day

Service Area 2
Active Connections: 4,441
Current Month Demand/Production:
101,818,508 Gallons
Reduction From Aug 2013: 8.18%
GPCD: 197.6 Gallons per Day
R-GPCD: 144.3 Gallons per Day

Elk Grove Water District Water Usage

		Monthly Production (gallons)											
		January	February	March	April	May	June	July	August	September	October	November	December
2013	GW (SA1)	68,254,916	81,368,191	100,542,522	121,613,523	172,623,839	196,557,137	221,335,388	205,830,850	166,997,536	145,352,530	107,186,459	80,494,167
	Purchased (SA2)	33,769,956	30,929,052	36,942,972	51,911,200	87,470,372	100,709,224	112,128,192	110,885,764	105,417,136	81,665,892	71,505,060	62,165,532
	Total	102,024,872	112,297,243	137,485,494	173,524,723	260,094,211	297,266,361	333,463,580	316,716,614	272,414,672	227,018,422	178,691,519	142,659,699
2015	GW (SA1)	62,684,574	57,365,413	86,489,437	88,984,850	106,158,389	114,555,359	127,038,586	125,052,315	117,883,208	99,385,733	64,079,715	57,508,787
	Purchased (SA2)	28,648,400	30,029,208	36,876,400	51,626,212	52,734,000	62,368,240	71,273,928	75,055,068	70,123,504	63,526,892	46,873,420	34,399,772
	Total	91,332,974	87,394,621	123,365,837	140,611,062	158,892,389	176,923,599	198,312,514	200,107,383	188,006,712	162,912,625	110,953,135	91,908,559
2016	GW (SA1)	54,579,679	53,455,693	56,776,025	80,317,655	110,937,338	148,518,660	164,758,463	159,501,571	140,200,584	99,019,629	63,087,762	59,635,559
	Purchased (SA2)	27,516,676	26,507,624	27,531,636	34,054,196	51,071,196	75,541,268	96,246,656	93,992,184	86,904,136	75,682,640	37,088,084	28,894,492
	Total	82,096,355	79,963,317	84,307,661	114,371,851	162,008,534	224,059,928	261,005,119	253,493,755	227,104,720	174,702,269	100,175,846	88,530,051
2017	GW (SA1)	59,973,881	50,320,832	61,080,559	68,658,752	137,599,305	155,472,951	180,086,739	173,684,119	152,475,400	131,390,808	76,619,642	67,874,741
	Purchased (SA2)	26,951,188	28,184,640	28,756,860	34,167,892	48,653,660	87,003,620	96,535,384	104,766,376	98,979,848	84,154,488	61,788,540	34,228,480
	Total	86,925,069	78,505,472	89,837,419	102,826,644	186,252,965	242,476,571	276,622,123	278,450,495	251,455,248	215,545,296	138,408,182	102,103,221
2018	GW (SA1)	61,547,751	61,558,850	62,848,303	76,267,144	125,703,221	158,313,394	181,467,446	173,737,676	150,609,278	133,163,991	97,294,654	63,631,042
	Purchased (SA2)	31,925,388	31,512,492	33,779,680	32,989,792	52,692,860	85,679,660	101,031,612	104,457,452	97,400,072	77,996,204	66,116,468	42,849,180
	Total	93,473,139	93,071,342	96,627,983	109,256,936	178,396,081	243,993,054	282,499,058	278,195,128	248,009,350	211,160,195	163,411,122	106,480,222
2019	GW (SA1)	58,847,001	50,827,497	59,064,385	81,981,728	114,733,502	153,176,826	175,692,823	179,038,979				
	Purchased (SA2)	29,895,316	30,359,076	32,485,640	34,994,432	61,802,004	72,657,728	96,524,164	101,818,508				
	Total	88,742,317	81,186,573	91,550,025	116,976,160	176,535,506	225,834,554	272,216,987	280,857,487	0	0	0	0

% Reduction from 2013 13.02% 27.70% 32.13% 32.59% 33.41% 34.59% 35.74% 36.90% 38.06% 39.22% 40.38% 41.54% 42.70%

*Notes

2013 January and February production numbers do not match actually recorded production because of an open intertie delivering water to SA2. Information below is further details.

SA1 = Service Area 1, SA2 = Service Area 2. SA1 is all groundwater (GW) production. SA2 is all purchased water from SCWA.

Actual Recorded Prod. (Jan. 2013) - Service Area 1 79,361,342 gallons (Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013)

Actual Recorded Prod. (Feb. 2013) - Service Area 1 94,608,406 gallons (Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013)

To determine estimate of Feb. 2013 production delivered to Service Area 1, use multiplier from March data which is seasonally similar.)

Service Area 1 Multiplier = 1.39 (calculated from March 2013 Prod. Data/March 2014 Prod. Data)

Calc'd Feb. 2013 Prod. = Feb. 2014 Prod. Data x 1.39 = 79,737,924

To determine estimate of Jan. 2013 production, use prorated amount from Feb. 2013 data. (This method due to Jan. 2014 being unseasonably hot.)

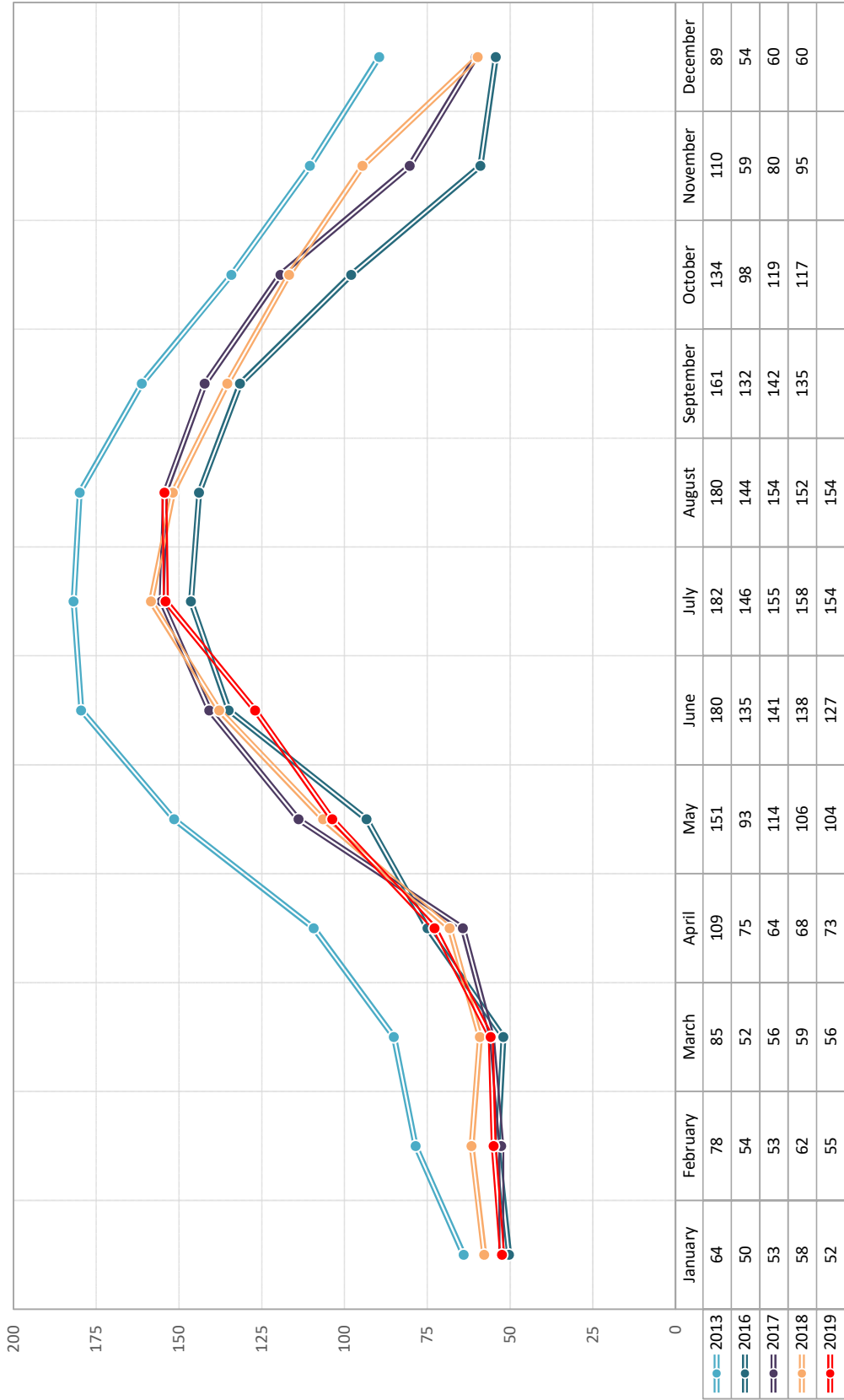
Calc'd Jan. 2013 Prod. = (Feb. 2013 Prod. Data Calc'd / Feb. 2013 Prod. Data Actual) x Jan. 2013 Prod. Data Actual = 68,254,916

Service Area 2	Consumption	
	# Accts	Gallons
2019		
Jan	4,412	29,895,316
Feb	4,416	30,359,076
Mar	4,416	32,485,640
Apr	4,422	34,994,432
May	4,427	61,802,004
Jun	4,434	97,136
Jul	4,434	129,043
Aug	4,477	136,121
Sep		0
Oct		0
Nov		0
Dec		0



EGWD COMBINED R-GPCD

● 2013
 ● 2016
 ● 2017
 ● 2018
 ● 2019

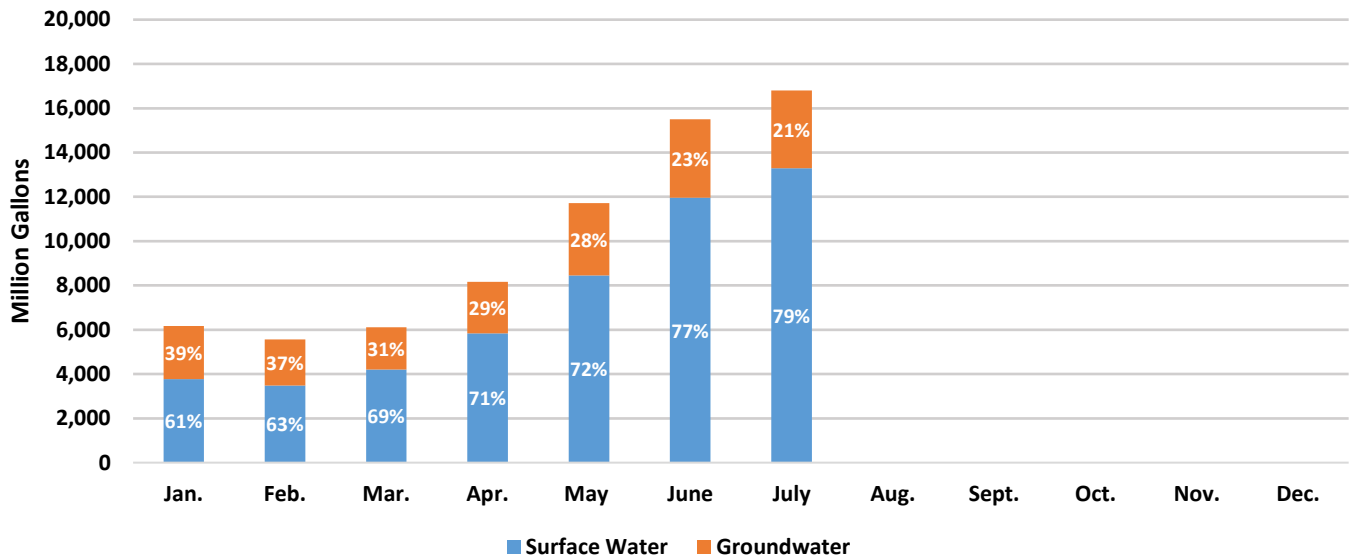


July 2019 Data Summary

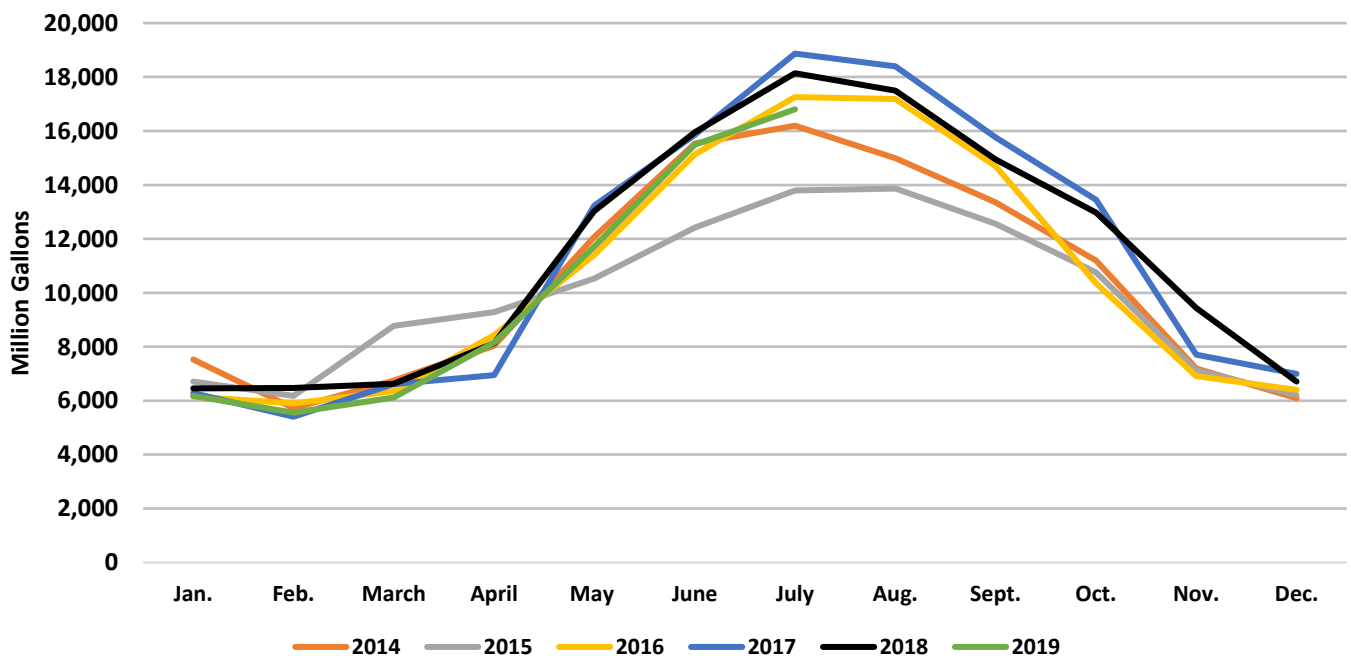
2019 Monthly Water Production by Source (Million Gallons)

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
SW	4,200	3,863	4,197	5,830	8,446	11,542	13,285	0	0	0	0	0	51,363
GW	1,974	1,696	1,918	2,333	3,275	3,541	3,520	0	0	0	0	0	18,257
Total	6,173	5,559	6,115	8,163	11,721	15,083	16,806	0	0	0	0	0	69,620

2019 Monthly Water Production by Source



Regional Monthly Water Production (Million Gallons)

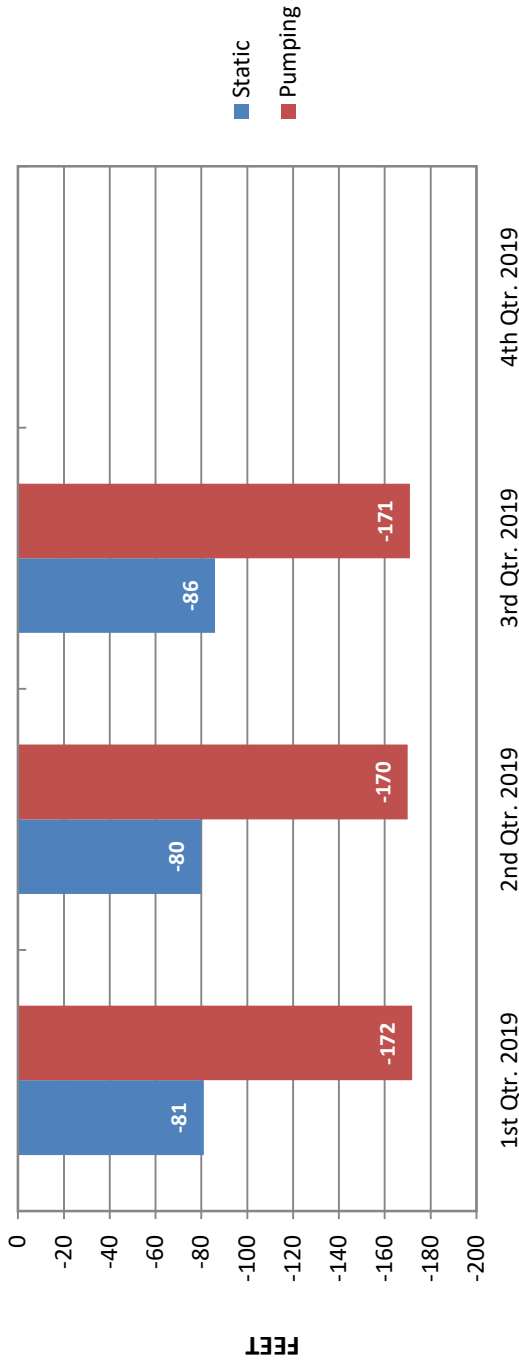




Elk Grove Water District

Static and Pumping Levels

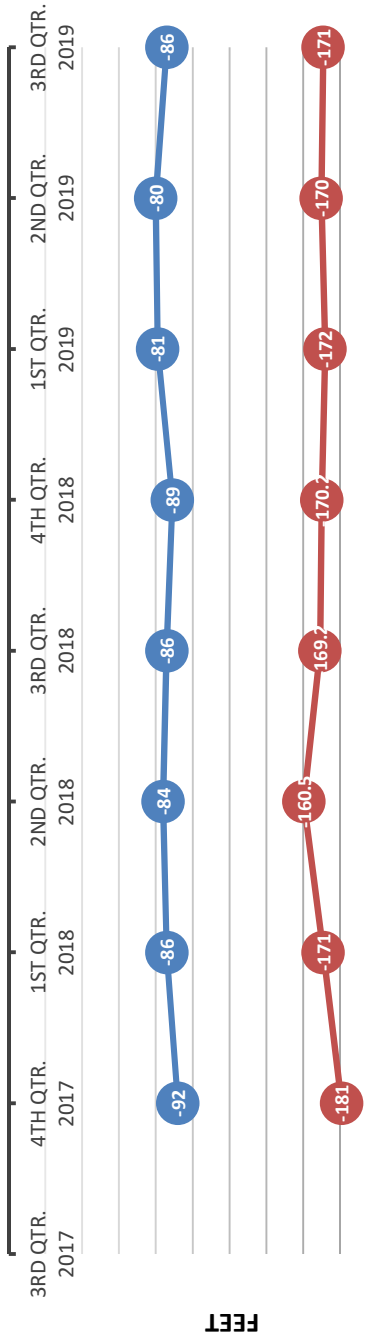
Well 1D School St



Latest Well Sounding

Static: 86 Ft
Pumping: 171 Ft
Drawdown: 85 Ft
GPM: 1,771
Specific Capacity: 20.835

Sounding Quarter/Year



Latest Sand Tester Results:

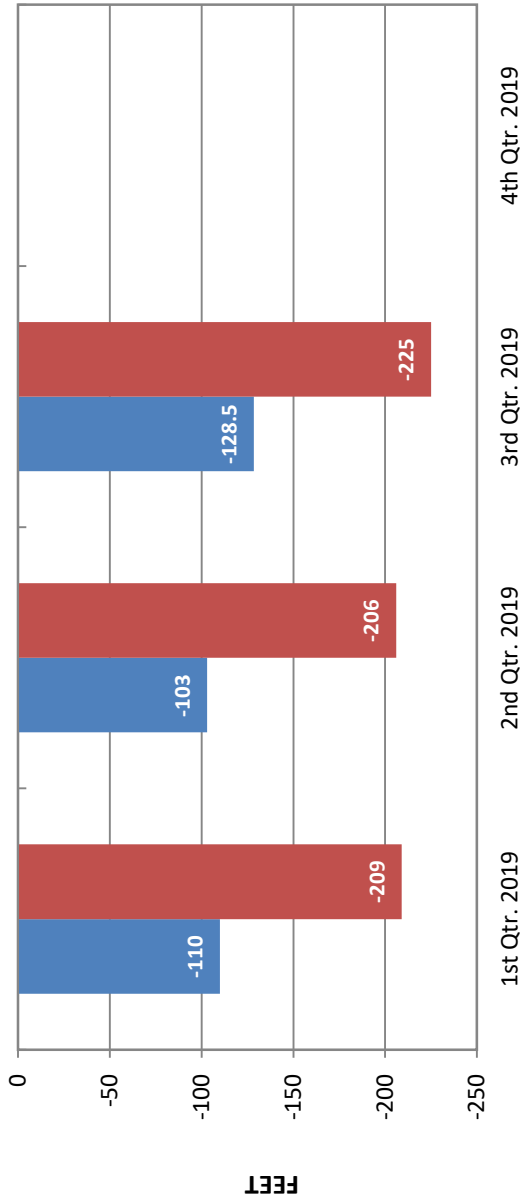
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

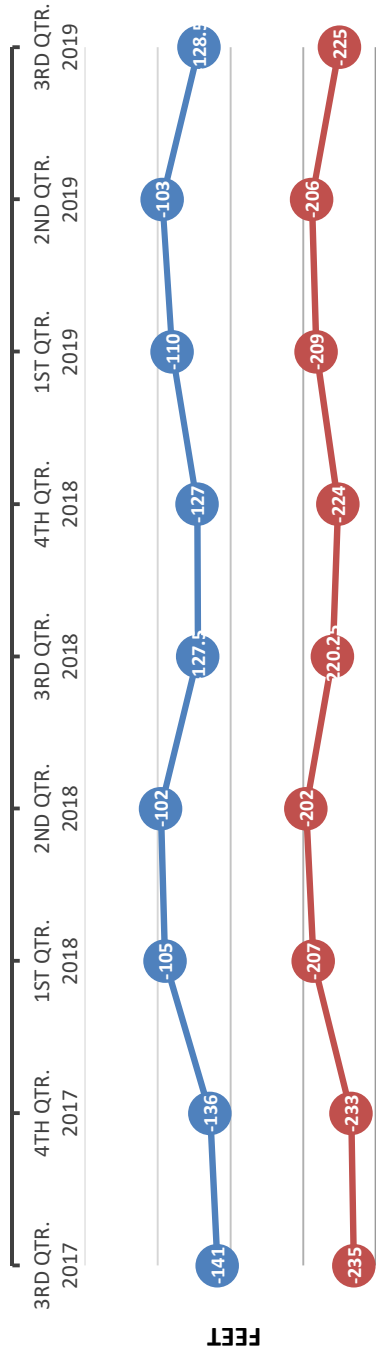
Well 4D Webb St



Latest Well Sounding

Static: 128.5 Ft
Pumping: 225 Ft
Drawdown: 96.5 Ft
GPM: 1,649
Specific Capacity: 17.090

Sounding Quarter/Year



Latest Sand Tester Results:

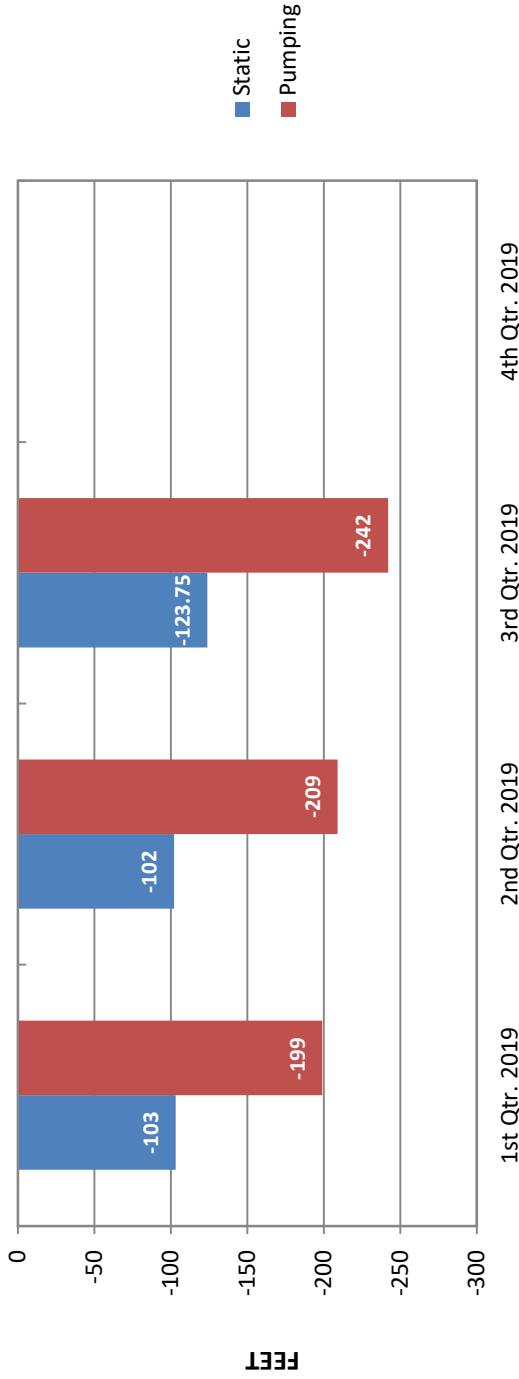
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

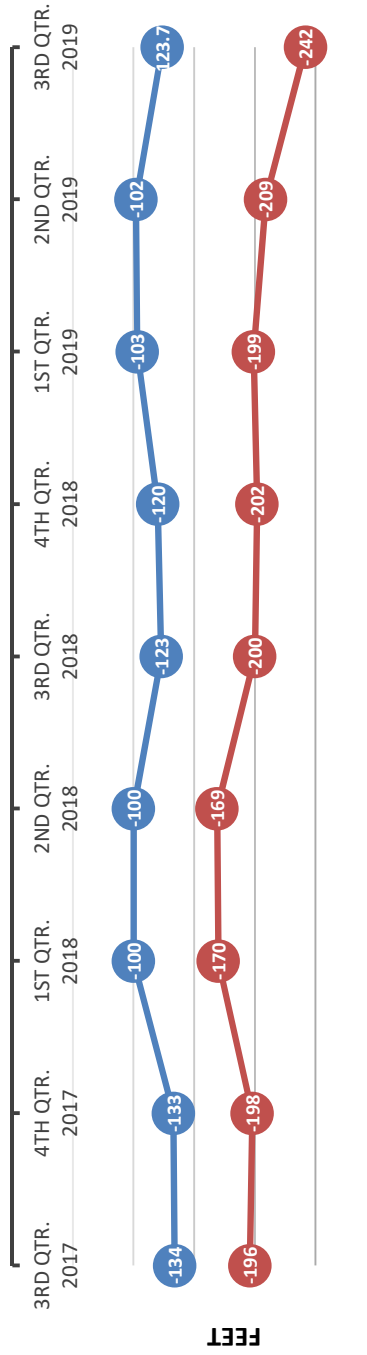
Well 11D Dino



Latest Well Sounding

Static: 123.75 Ft
Pumping: 242 Ft
Drawdown: 118.25 Ft
GPM: 1,680
Specific Capacity: 14.206

Sounding Quarter/Year



Latest Sand Tester Results:

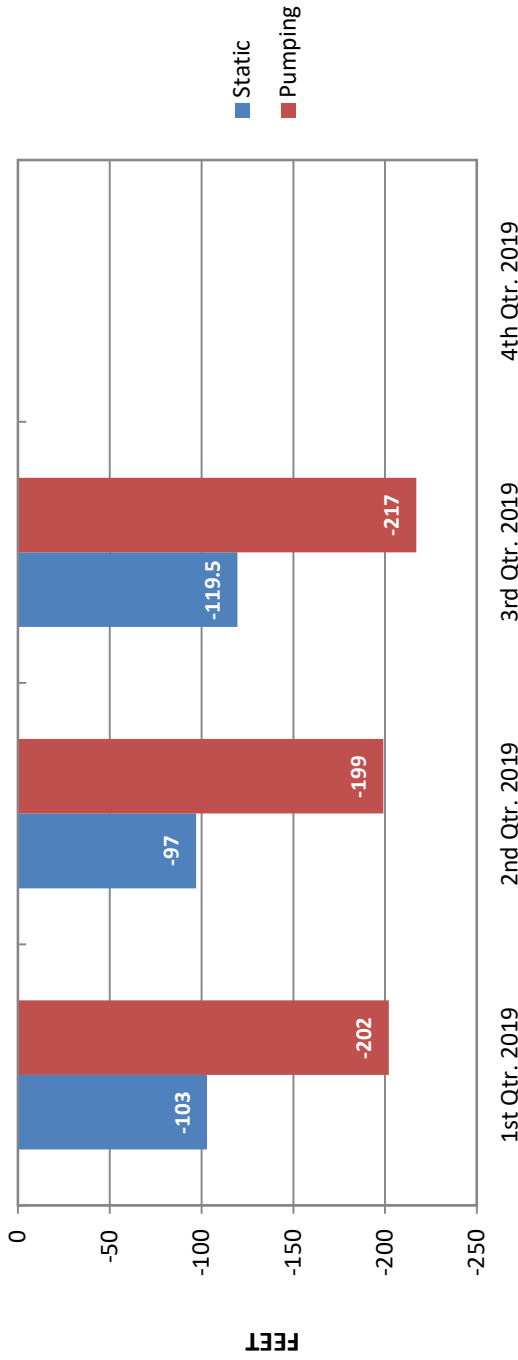
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

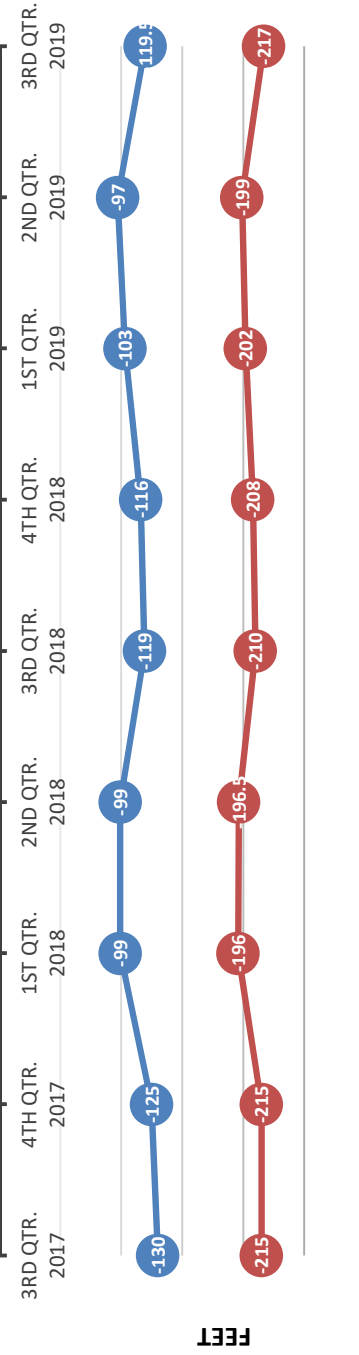
Well 14D Railroad



Latest Well Sounding

Static: 119.5 Ft
Pumping: 217 Ft
Drawdown: 97.5 Ft
GPM: 1,535
Specific Capacity: 15.744

Sounding Quarter/Year



Latest Sand Tester Results:

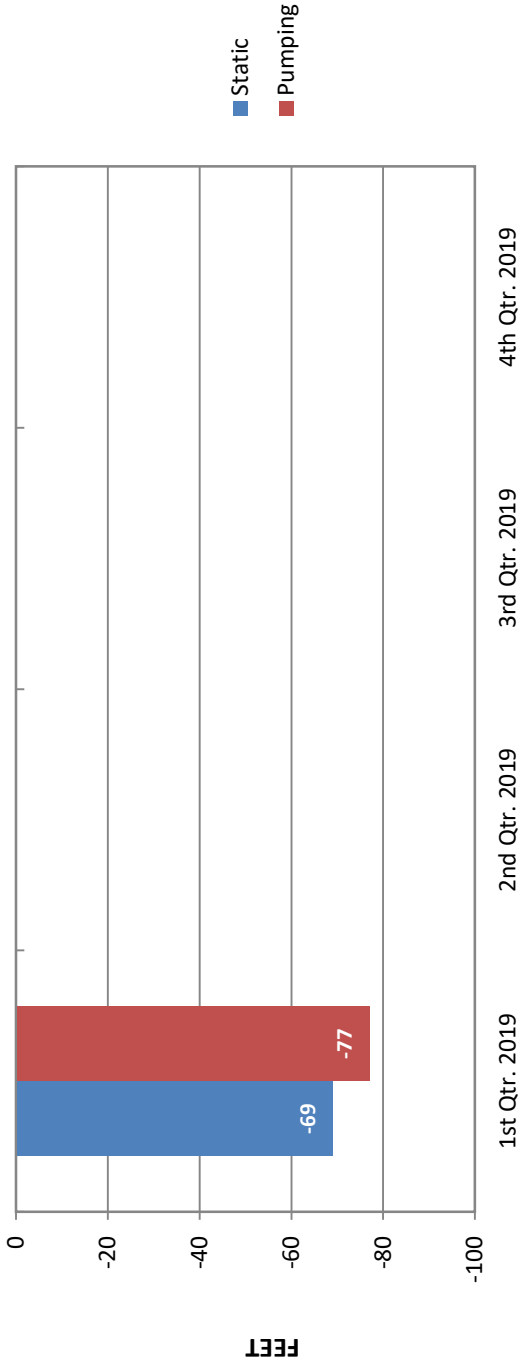
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

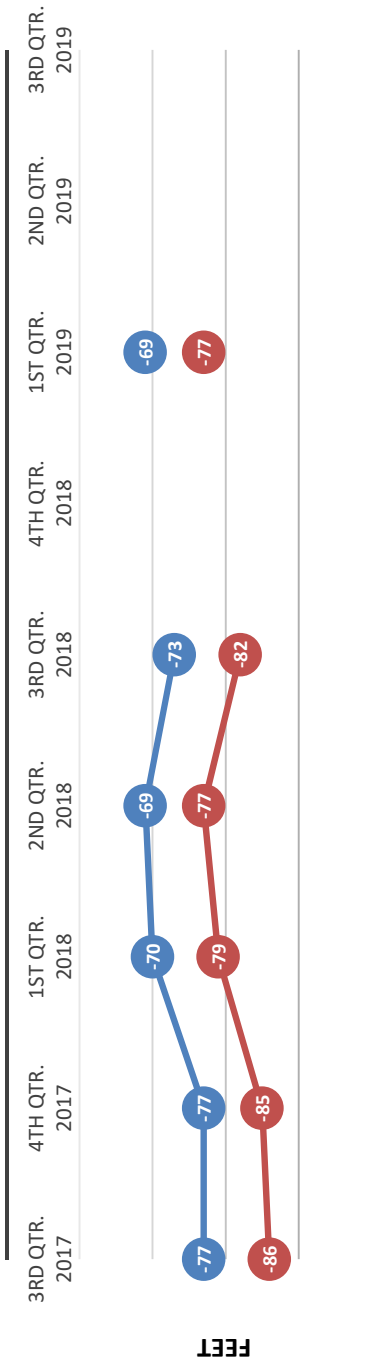
Well 3 Mar-Val



Latest Well Sounding

Static: 69 Ft
 Pumping: 77 Ft
 Drawdown: 8 Ft
 GPM: 810
 Specific Capacity: 101.250

Sounding Quarter/Year



Latest Sand Tester Results:

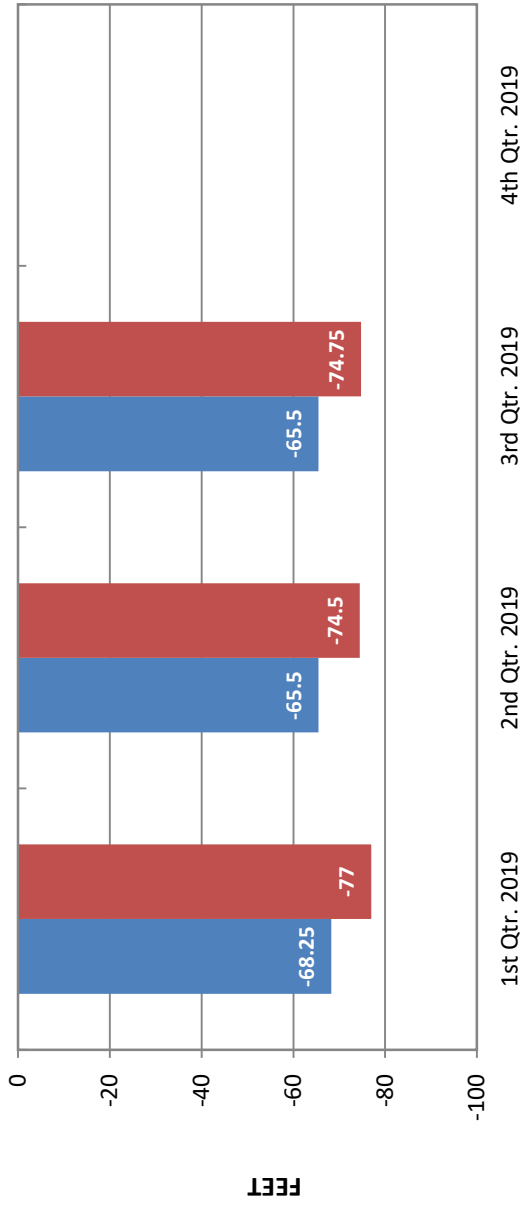
15 Min: 7.044 ppm



Elk Grove Water District

Static and Pumping Levels

Well 8 Williamson

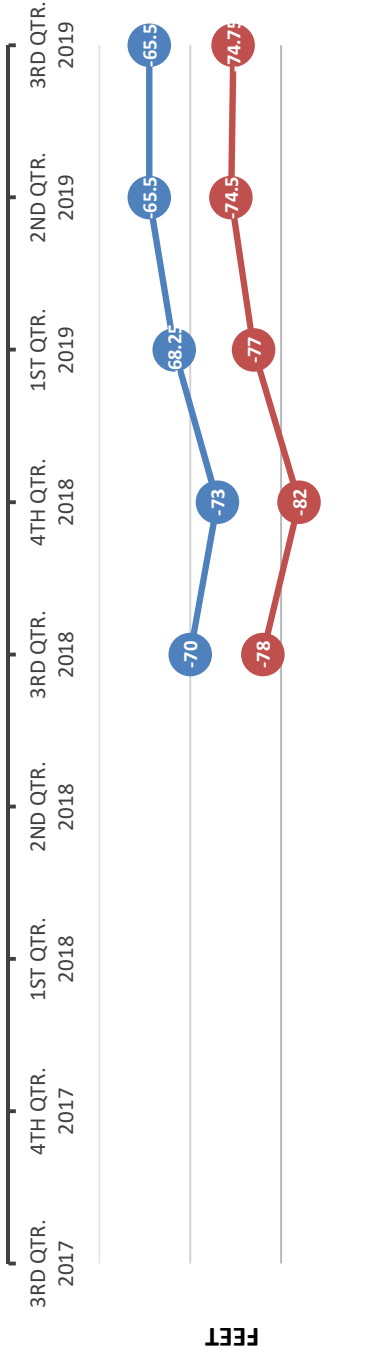


Latest Well Sounding

Static: 65.5 Ft
Pumping: 74.75 Ft
Drawdown: 9.25 Ft
GPM: 553
Specific Capacity: 59.831

■ Static
■ Pumping

Sounding Quarter/Year



Latest Sand Tester Results:

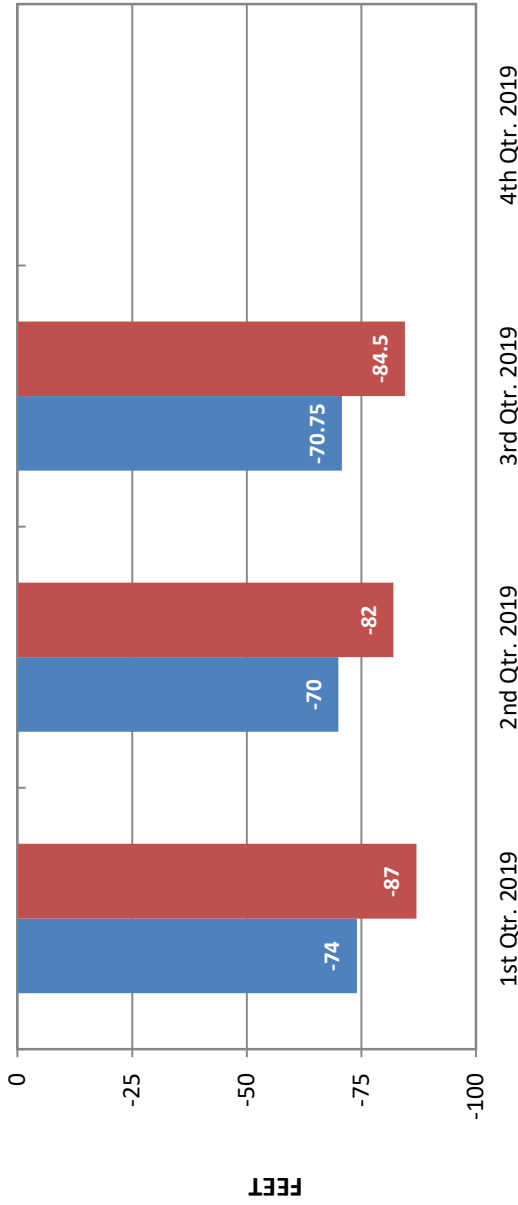
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

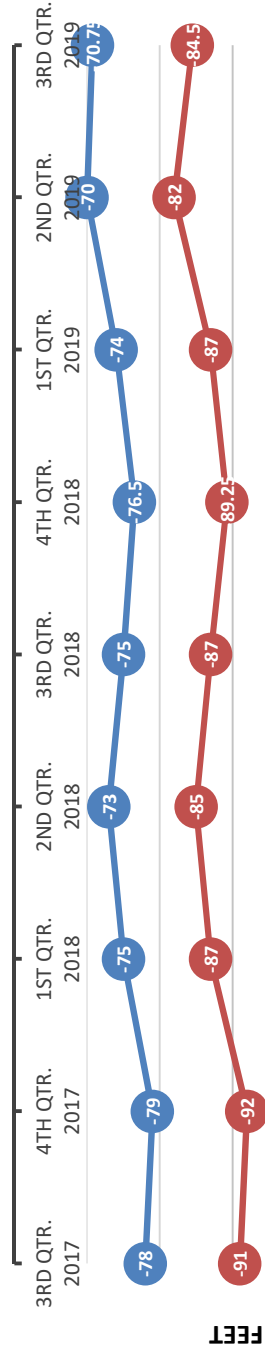
Well 9 Polhemus



Latest Well Sounding

Static: 70.75 Ft
Pumping: 84.5 Ft
Drawdown: 13.75 Ft
GPM: 490
Specific Capacity: 35.636

Sounding Quarter/Year



Latest Sand Tester Results:

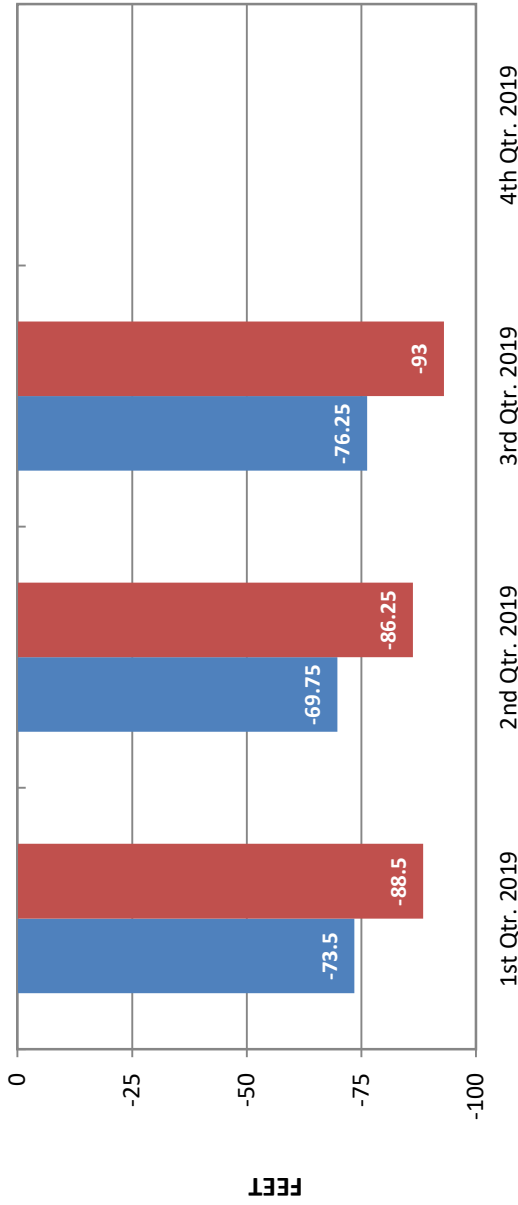
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

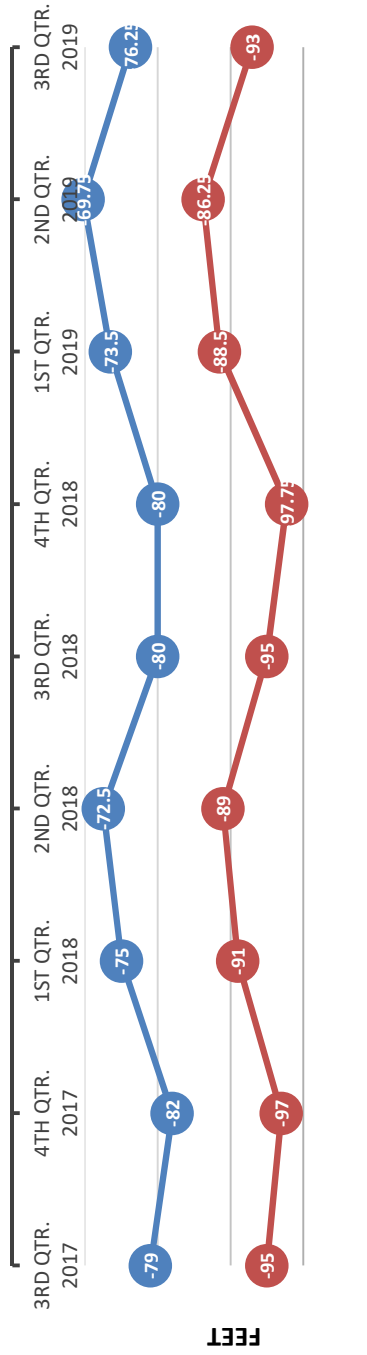
Well 13 Hampton



Latest Well Sounding

Static: 76.25 Ft
 Pumping: 93 Ft
 Drawdown: 16.75 Ft
 GPM: 1,017
 Specific Capacity: 60.699

Sounding Quarter/Year



Latest Sand Tester Results:

15 Min: < 5 ppm

**Monthly Sample Report - August 2019
Water System: Elk Grove Water System**

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: School Well 01D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: - Mar-Val Well 3 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
			Out of Service for Rehab

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: Webb Well 04D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: 04 - 10122 Glacier Point			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: 06 - 9227 Rancho Dr.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: 07 - AI Gates Park Mainline Dr.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: - Williamson Well 8 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Quarterly

Sampling Point: 08 - 9436 Hollow Springs Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: Polhemus Well 9 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: 09 - 8417 Blackman Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.

Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Distribution System	Bacteriological	Week
8/13/2019	Distribution System	Bacteriological	Week
8/20/2019	Distribution System	Bacteriological	Week
8/27/2019	Distribution System	Bacteriological	Week
8/6/2019	Distribution System	Fluoride	Monthly

Sampling Point: Dino Well 11D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: Hampton Well 13 - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Source Water	Fe, Mn, As, Total	Weekly
8/12/2019	Source Water	Fe, Mn, As, Total	Weekly
8/19/2019	Source Water	Fe, Mn, As, Total	Weekly
8/26/2019	Source Water	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Treated Effluent	Fe, Mn, As, Total	Weekly
8/12/2019	Treated Effluent	Fe, Mn, As, Total	Weekly
8/19/2019	Treated Effluent	Fe, Mn, As, Total	Weekly
8/26/2019	Treated Effluent	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Backwash Tank			
Sample Date	Sample Class	Sample Name	Collection Occurrence
		BiAnnual Sample Due In April And October	

Sampling Point: Railroad Well 14D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: Railroad WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
8/6/2019	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
8/6/2019	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

Sampling Point: Railroad WTP Backwash Tank			
Sample Date	Sample Class	Sample Name	Collection Occurrence
		BiAnnual Sample Due In April And October	

Sampling Point: Special Distribution/Construction Samples			
Sample Date	Sample Class	Sample Name	Collection Description
8/9/2019	Distribution System	8554 Iris Crest Ct. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	8559 Coral Crest Ct. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	8571 Coral Crest Ct. Lead / Copper	Tri-Annual
8/13/2019	Distribution System	8580 Fern Crest Ct. Lead / Copper	Tri-Annual
8/13/2019	Distribution System	8661 Elk Grove Blvd. Lead / Copper	Tri-Annual
8/6/2019	Distribution System	8895 Sharkey Ave. Lead / Copper	Tri-Annual
8/13/2019	Distribution System	9240 Egret Dr. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9265 Gem Crest Wy. Lead / Copper	Tri-Annual

8/12/2019	Distribution System	8959 Mandalay Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9109 Polhemus Dr. Lead / Copper	Tri-Annual
8/6/2019	Distribution System	9134 Porta Bella Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9138 Locust St. Lead / Copper	Tri-Annual
8/7/2019	Distribution System	9226 Rancho Dr. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9239 Chianti Wy. Lead / Copper	Tri-Annual
8/10/2019	Distribution System	9540 Dapple Ct. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9549 Dapple Ct. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	9555 Quarter Hourse Ct. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9564 Dapple Ct. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9683 Kent St. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	9716 Waterman Rd. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9322 Aizenburg Cir. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9361 Aizenburg Cir. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9419 Acapulco Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9471 Ranch Park Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9646 Mardelle Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9657 Mardelle Wy. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	9676 Mardelle Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9844 Emerald Park Dr. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9054 Summit St. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	9084 Summit St. Lead / Copper	Tri-Annual
8/11/2019	Distribution System	9561 Porto Rosa Dr. Lead / Copper	Tri-Annual
8/13/2019	Distribution System	9838 Emerald Park Dr. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	8956 Plaza Park Dr. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9271 Gem Crest Wy. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	8879 Sharkey Ave. Lead / Copper	Tri-Annual
8/12/2019	Distribution System	9560 School St. Lead / Copper	Tri-Annual

<u>Colots</u>	<u>Monthly Total</u>	<u>Yearly Total</u>
Black = Scheduled	86	542
Green = Unscheduled	1	54
Red = Incomplete Sample	0	



September 4, 2019

Sacramento Regional County
Sanitation District
Environmental Specialist
10060 Goethe Rd.
Sacramento, CA. 95827

MONTHLY COMPLIANCE REPORT

Enclosed is the Monthly Compliance Report Form from Elk Grove Water District for August 2019.

If you have any further questions, you may contact me at 916-585-9386

A handwritten signature in blue ink, appearing to read 'STEVE SHAW', is located below the contact information.

STEVE SHAW
WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

Attn: Michelle Pate	E-mail: patem@sacsewer.com	Wastewater Source Control Section
Phone (916) 875-9091		Fax (916) 875-6374
From:		
Company: Elk Grove Water District		Permit #: WTP010

The following reports and information are attached (check all that apply):

Month:	August	Year:	2019
---------------	--------	--------------	------

Water use/flow meter report

	Total Gallons
Hampton WTP	1,193,010
Railroad WTP	0
Analyzer Water	35,715

Monitoring results/analytical report

Discharge Rate

Check the statement below that applies to this report:

Based on a review of this facility's flow data, discharge rate limit was exceeded.
 I certify that this facility is in compliance with the discharge rate limit.

Attached is a description of anticipated changes that may significantly alter the nature, quality, or volume of the wastewater discharged.

Flow monitoring equipment certification (Flow or pH meter, etc.)

Other (describe):

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	3	20	15	900
Office	5	20	10	1000
Drivers/Field	12	20	3	720
Total				2620

Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations".

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
 (Name) (Title)

DATE:

September 4, 2019



September 3, 2019

State Water Resources Control Board
Division of Drinking Water
1001 I Street
13th Floor
Sacramento, CA. 95814

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of the Distribution System Coliform Monitoring report from Elk Grove Water District for August 2019.

If you have any further questions, you may contact me at 916-585-9386.

A handwritten signature in blue ink, appearing to read "Steve Shaw". The signature is stylized and fluid.

STEVE SHAW
WATER TREATMENT SUPERVISOR

MONTHLY SUMMARY OF REVISED TOTAL COLIFORM RULE DISTRIBUTION SYSTEM MONITORING (including triggered source monitoring for systems subject to the Groundwater Rule)

System Name <p style="text-align: center; font-size: 1.2em;">Elk Grove Water District</p>	System Number <p style="text-align: center; font-size: 1.2em;">3410008</p>
Sampling Period <p style="text-align: center; font-size: 1.2em; color: blue;">August</p>	Year <p style="text-align: center; font-size: 1.2em;">2019</p>

	Number Required	Number Collected	Number Total Coliform Positives	Number E.coli Positives
1. Routine Samples (see note 1)	40	40	0	0
2. Repeat Samples following samples that are Total Coliform Positive and <i>E. coli</i> Negative (see notes 10 and 11)		0	0	0
3. Repeat Samples following Routine Samples that are Total Coliform Positive and <i>E. coli</i> Positive (see notes 10 and 11)		0	0	0
4. Treatment Technique (TT)/MCL Violation Computation for Total Coliform/ <i>E. coli</i> Positive Samples				
a. Totals (sum of columns)	40	40	0	0
b. If 40 or more samples collected in month, determine percent of samples that are total coliform positive [(total number positive/total number collected) x 100] =	0	%		
c. Did the system trigger... a Level 2 Assessment TT? (see notes 2, 3, 4, 5 and 6 for trigger info) <i>If a Level 2 Assessment is triggered, see note 8 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Level 1 Assessment TT? (see note 7 for trigger info) <i>If a Level 1 Assessment is triggered, see note 9 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)		0	0	0
6. Invalidated Samples (Note what samples, if any, were invalidated; who authorized the invalidation; and when replacement samples were collected. Attach additional sheets, if necessary.)				
7. Summary Completed By: Steve Shaw				
Signature 	Title <p style="text-align: center; font-size: 1.2em;">Water Treatment Supervisor</p>	Date <p style="text-align: center; font-size: 1.2em;">9/3/2019</p>		

NOTES AND INSTRUCTIONS:

1. Routine samples include:
 - a. Samples required pursuant to 22 CCR Section 64423 and any additional samples required by an approved routine sample siting plan established pursuant to 22 CCR Section 64422.
 - b. Extra samples are required for systems collecting less than five routine samples per month that had one or more total coliform positives in previous month;
 - c. Extra samples for systems with high source water turbidities that are using surface water or groundwater under direct influence of surface water and do not practice filtration in compliance with regulations;
2. Note: For a repeat sample following a total coliform positive sample, any *E. coli* positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
3. Note: For repeat sample following a *E. coli* positive sample, any total coliform positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
4. Note: Failure to take all required repeat samples following an *E. coli* positive routine sample (22, CCR, Section 64426.1) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
5. Note: Failure to test for *E. coli* when any repeat sample tests positive for total coliform (22, CCR, Section 64426.1) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
6. Note: Second Level 1 treatment technique trigger in a rolling 12-month period.
7. Total coliform Treatment Technique (TT) Violation (**Notify Department within 24 hours of TT violation**):
 - a. For systems collecting less than 40 samples, if two or more samples are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
 - b. For systems collecting 40 or more samples, if more than 5.0 percent of samples collected are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
8. Contact the Division as soon as practical to arrange for the division to conduct a Level 2 Assessment of the water system. The water system shall complete a Level 2 Assessment and submit it to the Division within 30 days of learning of the trigger exceedance.
9. Conduct a Level 1 Assessment in accordance with as soon as practical that covers the minimum elements (22, CCR, Section 64426.8 (a), (2)). Submit the report to the Division within 30 days of learning of the trigger exceedance.
10. Positive results and their associated repeat samples are to be tracked on the Coliform Monitoring Worksheet.
11. Repeat samples must be collected within 24 hours of being notified of the positive results. For systems collecting more than one routine sample per month, three repeat samples must be collected for each total coliform positive sample. For systems collecting one or fewer routine samples per month, four repeat samples must be collected for each total coliform positive sample. At least three samples shall be taken the month following a total coliform positive.
12. For systems subject to the Groundwater Rule: Positive results and the associated triggered source samples are to be tracked on the Coliform Monitoring Worksheet.
13. For triggered sample(s) required as a result of a total coliform routine positive sample, an *E. coli* positive triggered sample (boxed entry) **requires immediate notification to the Division, Tier 1 public notification, and corrective action.**



September 4, 2019

State Water Resources Control Board
Division of Drinking Water
1001 I Street
13th Floor
Sacramento, CA. 95814

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for August 2019.

If you have any further questions, you may contact me at 916-585-9386.

A handwritten signature in blue ink, appearing to read "Steve Shaw", is written over a horizontal line.

STEVE SHAW
WATER TREATMENT SUPERVISOR

Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number 3410008-013
 GWTP Name Hampton Water Treatment Plant

Month: August

Date	Hour Meter	Run Hours	Production Meter	Well Production	Backwash Meter	Reclaim Meter	Weekly In-House Monitoring (mg/L) R (Raw) T (Treated) As (ug/L)							Weekly Average	
							Date	Fe, R	Fe, T	Mn, R	Mn, T	As, R	As, T	Inf. pH	Eff. pH
last day	11020		667873713		12328119	541975	8/6/2019	0	0.014	0.052	0	13	2	7.0	7.1
1	11044	23.9	669262679	1388966	12360243	541975	8/12/2019	0.19	0.017	0.051	0	10	2		
2	11068	23.8	670638289	1375610	12392306	541975	8/19/2019	0.016	0.031	0.067	0	13	3		0.88
3	11092	24.4	672065373	1427084	12424369	541975	8/26/2019	0	0.002	0.089	0.001	12	2		7.1
4	11116	23.9	673457669	1392296	12456381	541975									
5	11140	24	674864514	1406845	12488397	541975									0.82
6	11165	24.6	676297657	1433143	12520545	541975									7.0 to 7.2
7	11188	23.2	677652489	1354832	12552592	541975									0.9
8	11212	23.6	679032541	1380052	12584665	541975									7.0 to 7.2
9	11236	24.4	680454804	1422263	12616795	541975									0.86
10	11260	23.6	681829555	1374751	12648981	541975									
11	11283	23.8	683219438	1389883	12681056	541975									
12	11309	25.9	684729115	1509677	12713220	541975									
13	11332	22.4	686036784	1307669	12745271	541975									
14	11356	24.2	687445308	1408524	12777346	541975									
15	11380	23.9	688842871	1397563	12809370	541975									
16	11404	24	690238724	1395853	12841460	541975									
17	11428	24.6	691671656	1432932	12873411	541975									
18	11452	23.8	693067396	1395740	12905531	541975									
19	11477	25	694525986	1458590	12937647	541975									
20	11499	22.3	695828986	1303000	12962627	541975									
21	11524	24.6	697254776	1425790	12994680	541975									
22	11547	23.4	698614152	1359376	13023193	541975									
23	11572	24.7	700050394	1436242	13055320	541975									
24	11596	24	701444024	1393630	13087471	541975									
25	11620	23.8	702832461	1388437	13119590	541975									
26	11644	24.1	704233174	1400713	13151656	541975									
27	11668	24.1	705640432	1407258	13183683	541975									
28	11692	23.5	707007342	1366910	13215807	541975									
29	11716	24.7	708448157	1440815	13247880	541975									
30	11740	23.2	709794414	1346257	13279977	541975									
31	11766	26	711305154	1510740	13312062	541975									
Total		745.4		43,431,441	983,943	0									

Total Gallons Sodium Hypochlorite: 550.58 Gal
 Pounds per day 22.94 Lbs/Day
 Dosage (Milligrams Per Liter @ 12.5% Cl) 1.8 mg/L
 Total Gallons Ferric Chloride: 272 Gal
 Dosage (Milligrams Per Liter @ 38% FeCl) .65mg/L
 Total Gallons Sodium Hydroxide: 389.95 Gal
 Dosage (Gallons Per Hour @ 30% NaOH) 0.52 Gal/Hr
 Total Gallons Sulfuric Acid : 257.29 Gal
 Dose (Gallons Per Hour @ 93% H2SO4) 0.34 Gal/Hr

Total Backwashed 983,943 Gal
 Total Water Pumped 43,431,441 Gal
 Total Reclaim 0 Gal
 Total Water Treated 43,431,441 Gal

Reporting Limits/Units
 Iron = 0.100 mg/L
 Manganese = 0.010 mg/L
 Arsenic = 1.0 µg/L
 Maximum Contaminant Levels (MCLs)
 Iron (Fe) = 0.300 mg/L (Secondary)
 Manganese (Mn) = 0.050 mg/L (Secondary)
 Arsenic (As) = 10 µg/L (Primary)

Prepared By: Steve Shaw Date: 9/4/2019



September 3, 2019

State Water Resources Control Board
Division of Drinking Water
1001 I Street
13th Floor
Sacramento, Ca. 95814

MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for August 2019.

If you have any further questions, you may contact me at 916-585-9386.

STEVE SHAW
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM

MONTHLY FLUORIDATION MONITORING REPORT

August-19

Week Location of Sample Monitoring Results (mg/L)

Week	Location of Sample	Date	Time	Results
1	Hollow Springs	8/6/2019	9:20 AM	0.56
1	Al Gates Park	8/6/2019	9:55 AM	0.6
1	Oreo Ranch	8/6/2019	10:1500 AM	0.51
1	Blackman	8/6/2019	10:32 AM	0.50
2	Hollow Springs	8/13/2019	10:50 AM	0.67
2	Al Gates Park	8/13/2019	11:10 AM	0.67
2	Oreo Ranch	8/13/2019	11:25 AM	0.70
2	Blackman	8/13/2019	12:30 PM	0.5
3	Hollow Springs	8/20/2019	10:10 AM	0.62
3	Al Gates Park	8/20/2019	10:25 AM	0.56
3	Oreo Ranch	8/20/2019	10:38 AM	1.12
3	Blackman	8/20/2019	11:50 AM	0.63
4	Hollow Springs	8/27/2019	8:45 AM	0.72
4	Al Gates Park	8/27/2019	9:12 AM	0.46
4	Oreo Ranch	8/27/2019	9:45 AM	0.62
4	Blackman	8/27/2019	11:50 PM	0.56
5	Hollow Springs			
5	Al Gates Park			
5	Oreo Ranch			
5	Blackman			

Monthly fluoride split sample results:

Date: 8/6/2019

Water System Results: 0.51 mg/L

Approved Lab: 0.49 mg/L

Contact Name: Steve Shaw

Telephone : (916) 585-9386

System PWS Number: 3410008

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

Monthly													Semi-annual			Annual			
Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1ST 6-MO.	2ND 6-MO.	Refer.	2019		
Well 14D Railroad	Initials	WQ	WQ	WQ	WQ	WQ/MW	AH	AH/BW					Sect: 7.1	Sect: 7.2	AH	Sect: 7.3			
	Date	1/8/19	2/11/19	3/1/19	4/4/19	5/13/19	6/4/19	7/15/19	8/28/19									5/22/19	
	W.O.#	16871	16988	17101	17254	17313	17451	17606	17742									17387	
Well 4D Webb	Initials	WQ	WQ	WQ	WQ	WQ/MW	AH	AH/BW					Sect: 8.1	Sect: 8.2	AH	Sect: 8.3			
	Date	1/15/19	2/1/19	3/6/19	4/2/19	5/7/19	6/3/19	7/11/19	8/28/19									5/22/19	
	W.O.#	16873	16989	17102	17255	17314	17452	17607	17743									17388	
Well 11D Pino	Initials	WQ	WQ	WQ	WQ	WQ/MW	AH	AH					Sect: 9.1	Sect: 9.2	AH	Sect: 9.3			
	Date	1/8/19	2/7/19	3/11/19	4/3/19	5/10/19	6/5/19	7/15/19	8/27/19									5/22/19	
	W.O.#	16874	16990	17103	17256	17315	17453	17608	17744									17389	
Well 1D School	Initials	WQ	WQ	WQ	WQ	WQ/MW	AH	AH/BW					Sect: 13.1	Sect: 13.2	AH	Sect: 13.3			
	Date	1/15/19	2/15/19	3/6/19	4/1/19	5/13/19	6/10/19	7/3/19	8/28/19									5/22/19	
	W.O.#	16875	16991	17104	17257	17316	17454	17609	17745									17390	
Well 3 Mar-Val	Initials	WQ	WQ	AH	AH	AH	AH	AH					Sect: 12.1	Sect: 12.2	AH	Sect: 12.4			
	Date	1/14/19	2/5/19				6/26/19												
	W.O.#	16876	16992	17105	17258	17317	17455	17610	17746									17391	
Well 8 Williamson	Initials	AH	WQ	AH	AH	AH	AH/BW	AH					Sect: 11.1	Sect: 11.4		Sect: TBD			
	Date	1/7/19	2/15/19	3/18/19	4/3/19	5/16/19	6/24/19	7/29/19	8/27/19										
	W.O.#	16877	16993	17106	17259	17318	17456	17611	17747										
Well 9 Polhemus	Initials	WQ	WQ	WQ	WQ	AH	AH/BW	AH/BW					Sect: TBD	Sect: TBD		Sect: TBD			
	Date	1/10/19	2/13/19	3/5/19	4/2/19	5/14/19	6/24/19	7/29/19	8/28/19										
	W.O.#	16878	16994	17107	17260	17319	17457	17612	17748										
Well 13 Hampton	Initials	AH	WQ	WQ	AH	AH	AH/BW	AH/BW					Sect: TBD	Sect: TBD	AH	Sect: TBD			
	Date	1/9/19	2/19/19	3/5/19	4/4/19	5/20/19	6/25/19	7/29/19	8/27/19									5/22/19	
	W.O.#	16879	16995	17108	17261	17320	17458	17613	17749									17392	

=Well Offline

Year: 2019

Elk Grove Water District

Preventative Maintenance Program

Rairoad Water Treatment and Storage Facility

Item	Monthly												Quarterly			Semi-annual			Annual					
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1st	2nd	3rd	4th	Refer.	1st	6 th	6 th	Refer.	2019
Cor-Tec System	Section: 4.2	WQ 1/17/19 16880	WQ 2/4/19 17000	WQ 3/1/19 17109	WQ 4/1/19 17241	AH/WQ 5/16/19 17325	WQ/MW 6/6/19 17447	AH/BW 7/30/19 17595	AH 8/29/19 17738					Section: 4.3	AH/WQ 3/13/19 17113	WQ/MW 6/11/19 17394			Section: 4.4	AH 7/10/19 16895				
Filter System	Section: 5.1	WQ 1/16/19 16881	WQ 2/4/19 17001	WQ/AH 3/4/19 17110	WQ 4/9/19 17242	AH 5/15/19 17326	AH 6/6/19 17448	AH/BW 7/23/19 17596	AH/BW 8/29/19 17739					Section: 5.2	AH/WQ 4/11/19 17246				Section: 5.3					
Backwash System	Section: 2.1	WQ 1/18/19 16882	WQ 2/11/19 17002	WQ 3/4/19 17111	WQ 4/8/19 17243	AH 5/10/19 17327	AH/MW 6/18/19 17449	AH/BW 7/30/19 17597	AH/BW 8/29/19 17740					Section: 2.2	AH 4/11/19 17247				Section: 2.3					
Booster Pumps	Section: 3.1	WQ 1/22/19 16883	WQ 2/6/19 17003	WQ 3/26/19 17112	WQ 4/8/19 17244	AH 5/14/19 17328	MW 6/10/19 17450	AH 7/29/19 17598	AH 8/29/19 17741					Section: TBD	AH 5/22/19 17393				Section: 3.2					
LAB														Section: 1.1	AH 3/29/19 17114	AH 6/25/19 17398			Section: 1.2					
Clear Wells																			Section: 2.4					
MCC																			Section: 1.2					

Year: 2019

Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

Item	Monthly												Quarterly			Semi-annual			Annual				
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	Refer.	1ST 6-MO	2ND 6-MO	Refer.	2019	
Chemical Systems	Section: TBD	AH 1/9/19 16884	AH 2/15/19 16985	AH 3/13/19 17091	AH 4/4/19 17248	AH 5/20/19 17329	AH 6/19/19 17441	AH 7/19/19 17603	AH/BW 8/27/19 17735					AH 3/13/19 17119	AH 6/12/19 17444			Section: TBD	AH 3/13/19 17118	AH 6/10/19 17445	Section: TBD	Section: TBD	Section: TBD
Filter System	Section: TBD	AH 1/9/19 16885	AH 2/15/19 16986	AH 3/13/19 17092	AH 4/4/19 17249	WQ 5/20/19 17330	AH 6/19/19 17442	AH/BW 7/29/19 17604	AH/BW 8/27/19 17736					AH 4/11/19 17253				Section: TBD	AH 4/11/19 17446		Section: TBD	Section: TBD	Section: TBD
Backwash System	Section: TBD	AH 1/9/19 16886	AH 2/15/19 16987	AH 3/13/19 17093	AH 4/4/19 17250	AH 5/20/19 17331	AH 6/19/19 17443	AH/BW 7/29/19 17605	AH/BW 8/27/19 17737									Section: TBD			Section: TBD	Section: TBD	Section: TBD
LAB	Initials Date W.O. #													AH	AH			Section: TBD	AH	AH	Section: TBD	Section: TBD	Section: TBD
MCC	Initials Date W.O. #																	Section: TBD			Section: TBD	Section: TBD	Section: TBD

Elk Grove Water District

Preventative Maintenance Program

Standby Generators

Item	Monthly												Annual		
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2019
Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	AH	AH/BW				Section: TBD	
	Date	1/16/19	2/6/19	3/26/19	4/4/19	5/16/19	6/12/19	7/15/19	8/28/19						
	W.O. #	16887	16996	17094	17262	17321	17437	17599	17731						
Webb	Initials	WQ	WQ	WQ	WQ	WQ	MW	AH/BW	AH/BW					Section: TBD	
	Date	1/15/19	2/28/19	3/18/19	4/2/19	5/7/19	6/20/19	7/25/19	8/28/19						
	W.O. #	16888	16997	17098	17263	17322	17438	17600	17732						
Dino	Initials	WQ	WQ	WQ	WQ	WQ	MW	AH	AH					Section: TBD	
	Date	1/8/19	2/7/19	3/11/19	4/3/19	5/10/19	6/20/19	7/8/19	8/27/19						
	W.O. #	16889	16998	17099	17264	17323	17439	17601	17733						
Admin.	Initials	AH	WQ	AH	AH	AH	AH/MW	AH	AH					Section: TBD	
	Date	1/20/19	2/28/19	3/18/19	4/7/19	5/16/19	6/19/19	7/21/19	8/29/19						
	W.O. #	16890	16999	17100	17265	17324	17440	17602	17734						

= Load Test

Elk Grove Water District
Backflow Prevention Program 2019

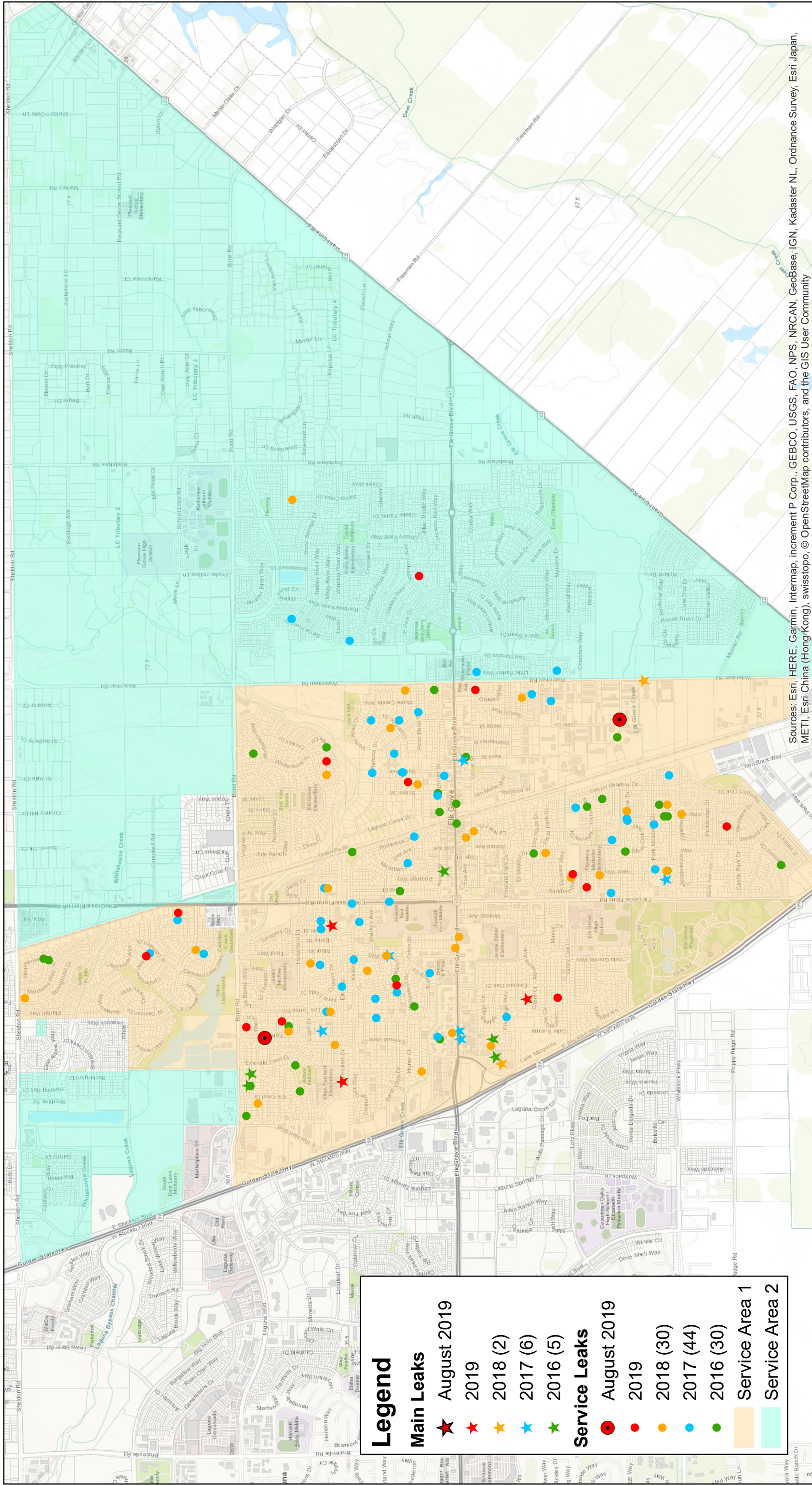
Backflow Device Reports	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CURRENT												
Notices Issued	48	40	78	15	63	73	153	94				
Assemblies Tested	41	15	38	14	57	16	110	79				
Passed Initial Test	41	11	30	14	54	16	99	78				
Failed Initial Test	0	4	8	0	3	0	11	1				
Failed Devices Retested----Passed		4	8		3	0	9	1				
Investigations or Address Change	0	0	13	0	0	1						
Inactivated Devices	2	0	0	0	0	0						
Schedule Code Changed	0	0	0	0	0	0	1					
Devices Turned Off	0	0	0	0	0	0						
2nd Notices Issued	5	25	26	1	6	57	43	15				

Monthly Outstanding Delinquents	0	0	0	0	0	0	0	0	0	0	0	0
---------------------------------	---	---	---	---	---	---	---	---	---	---	---	---

Total Outstanding Delinquents	14
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Elk Grove Water District
 Safety Meetings/Training
 August 2019

Date	Topic	Attendees	Hosted By
8/5/2019	Dehydration	Alan Aragon, David Frederick, Aaron Hewitt, Justin Mello, Sal Mendoza, Jose Mendoza, Chris Phillips, William Sadler, Steve Shaw, John Vance, Brandon Wagner	Sarah Jones
8/21/2019	Code of Safe Practices (sections 5-8)	Alan Aragon, David Frederick, Sean Hinton, Justin Mello, Sal Mendoza, Jose Mendoza, Chris Phillips, Marcell Wilson, Vue Xiong	Sarah Jones
8/29/2019	Distracted Driving	Alan Aragon, Aurelia Camilo, Stefan Chanh, Travis Franklin, David Frederick, Aaron Hewitt, James Hinegardner, Sean Hinton, Bruce Kamilos, Amber Kavert, Brandon Kent, Patrick Lee, Mark Madison, Justin Mello, Sal Mendoza, Jose Mendoza, Donella Murrillo, Stefani Phillips, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson, Vue Xiong	Sarah Jones



Legend

Main Leaks

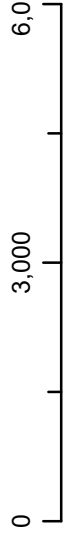
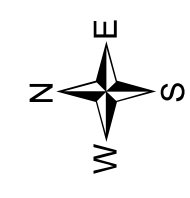
- ★ August 2019
- ★ 2019
- ★ 2018 (2)
- ★ 2017 (6)
- ★ 2016 (5)

Service Leaks

- August 2019
- 2019
- 2018 (30)
- 2017 (44)
- 2016 (30)
- Service Area 1
- Service Area 2



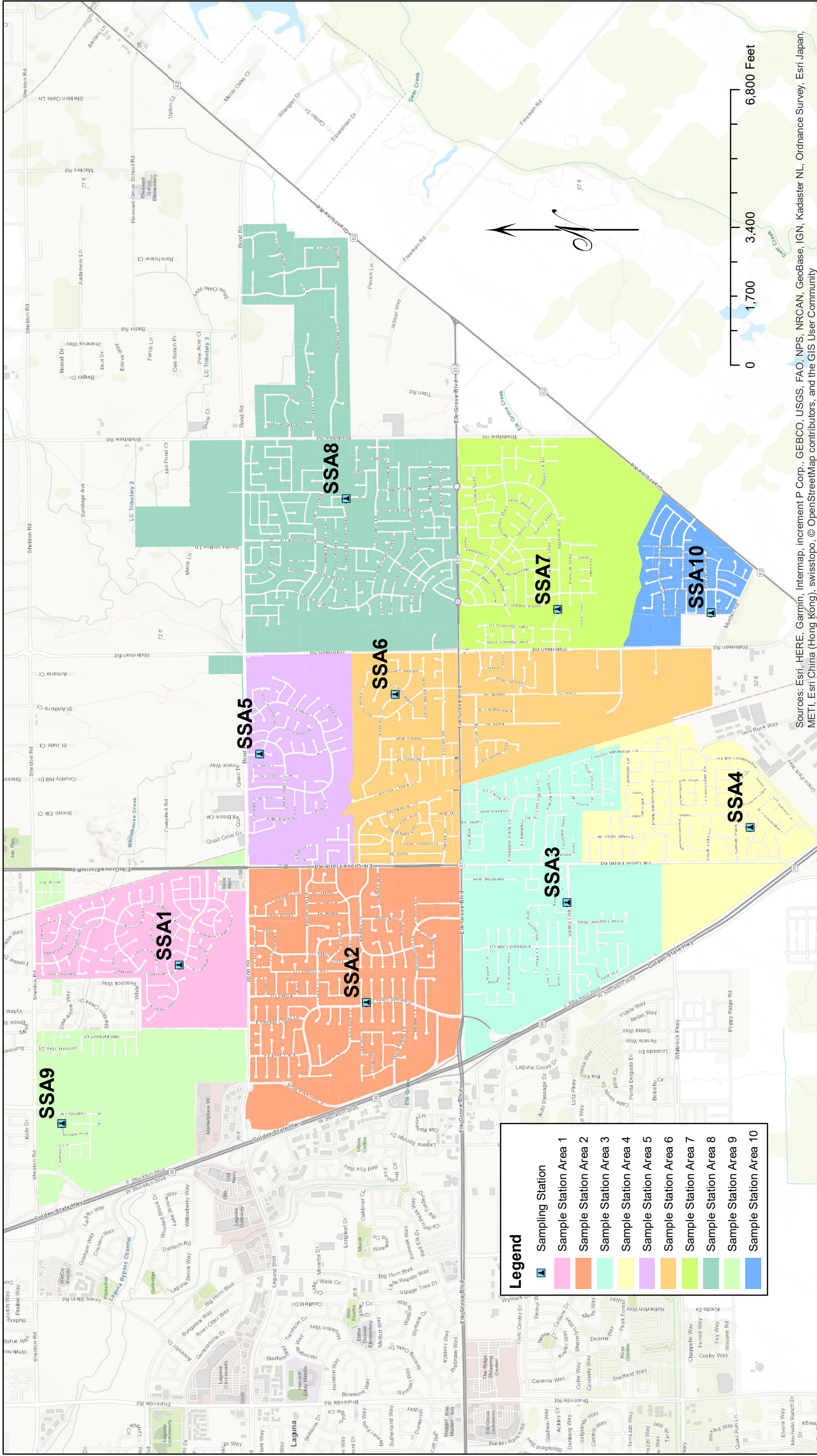
Elk Grove Water District Main and Service Line Leaks Map



August 2019	
Main Line Leaks: 0	YTD: 3
Service Line Leaks: 2	YTD: 15
Total Leaks: 2	YTD: 18

Elk Grove Water District
Main & Service Line Leaks
Created by: Travis Franklin
Date: September 4, 2019

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



Legend

- Sampling Station
- Sample Station Area 1
- Sample Station Area 2
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 5
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 8
- Sample Station Area 9
- Sample Station Area 10

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

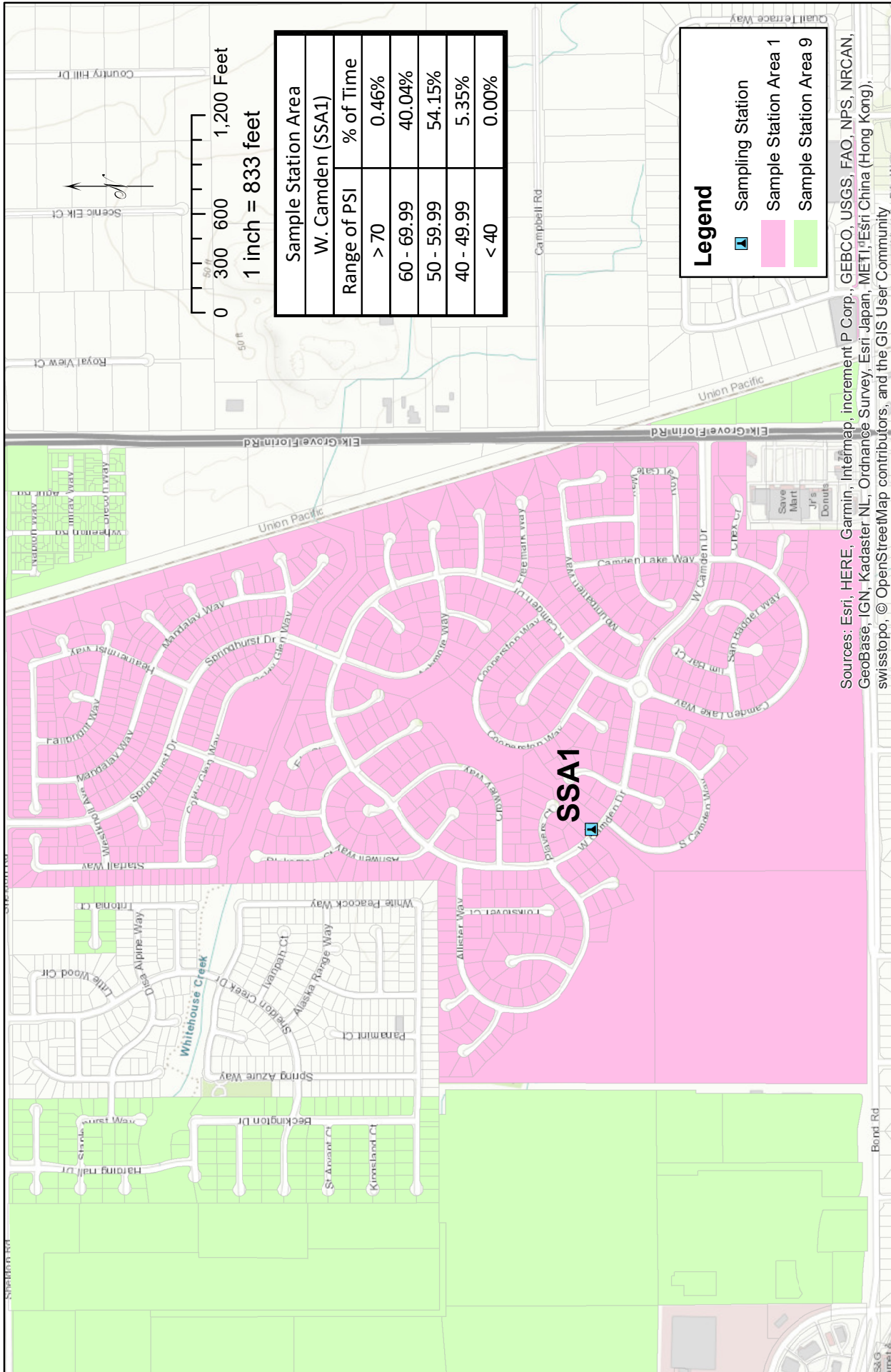
Projected Coordinate System: NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Modified by: Travis Franklin
September 5, 2019

Elk Grove Water District

Sample Station Areas




Sample Stations: 10





Sample Station Area	
W. Camden (SSA1)	
Range of PSI	% of Time
> 70	0.46%
60 - 69.99	40.04%
50 - 59.99	54.15%
40 - 49.99	5.35%
< 40	0.00%

Legend

-  Sampling Station
-  Sample Station Area 1
-  Sample Station Area 9

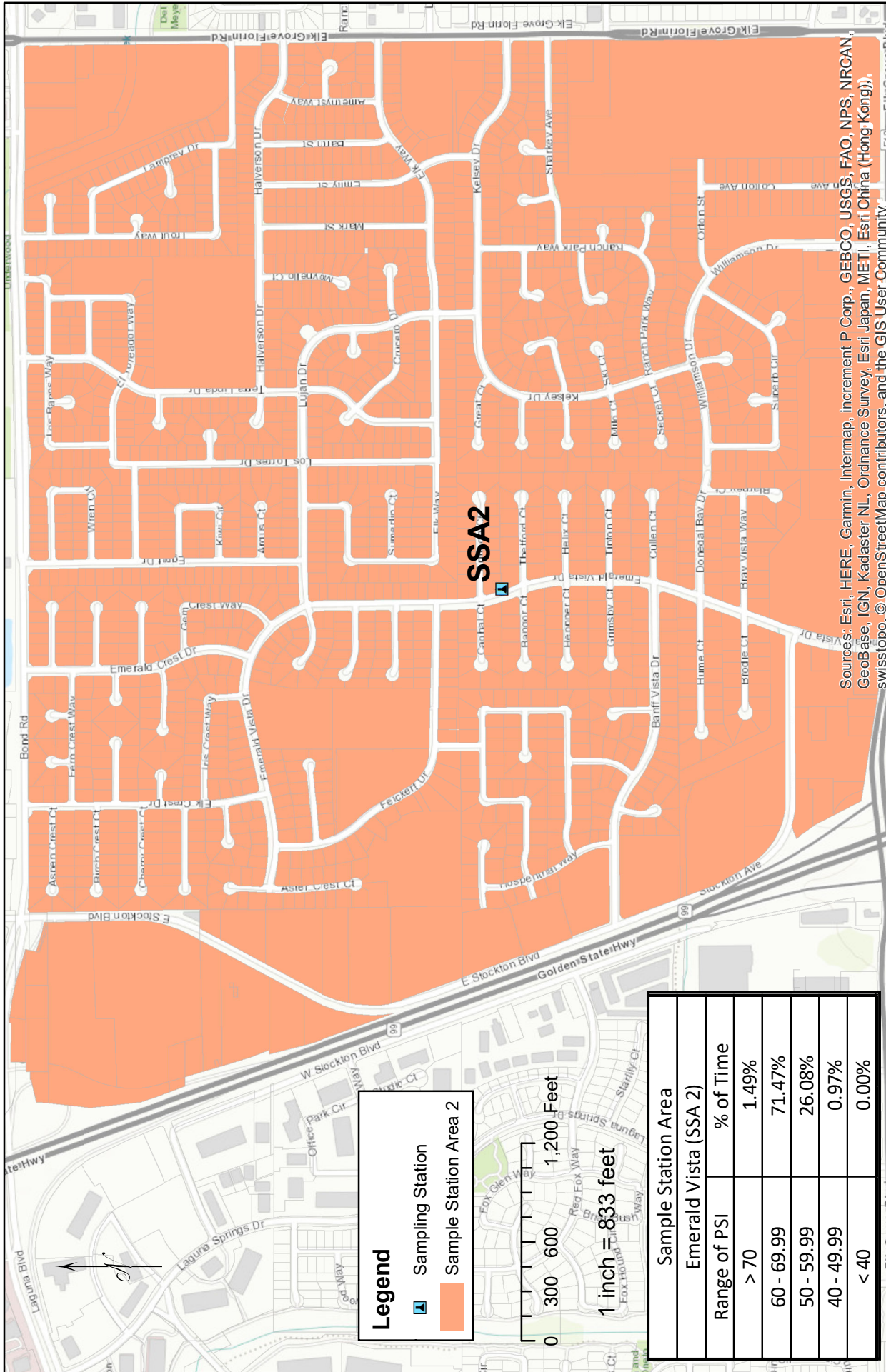
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019



Elk Grove Water District
 System Pressure Monitoring



Sample Station #1
 Note: Sample Station takes a reading every 5 minutes.
 August 2019



Legend

-  Sampling Station
-  Sample Station Area 2



Sample Station Area	
Emerald Vista (SSA 2)	
Range of PSI	% of Time
> 70	1.49%
60 - 69.99	71.47%
50 - 59.99	26.08%
40 - 49.99	0.97%
< 40	0.00%

Sample Station #2

Note: Sample Station takes a reading every 5 minutes.

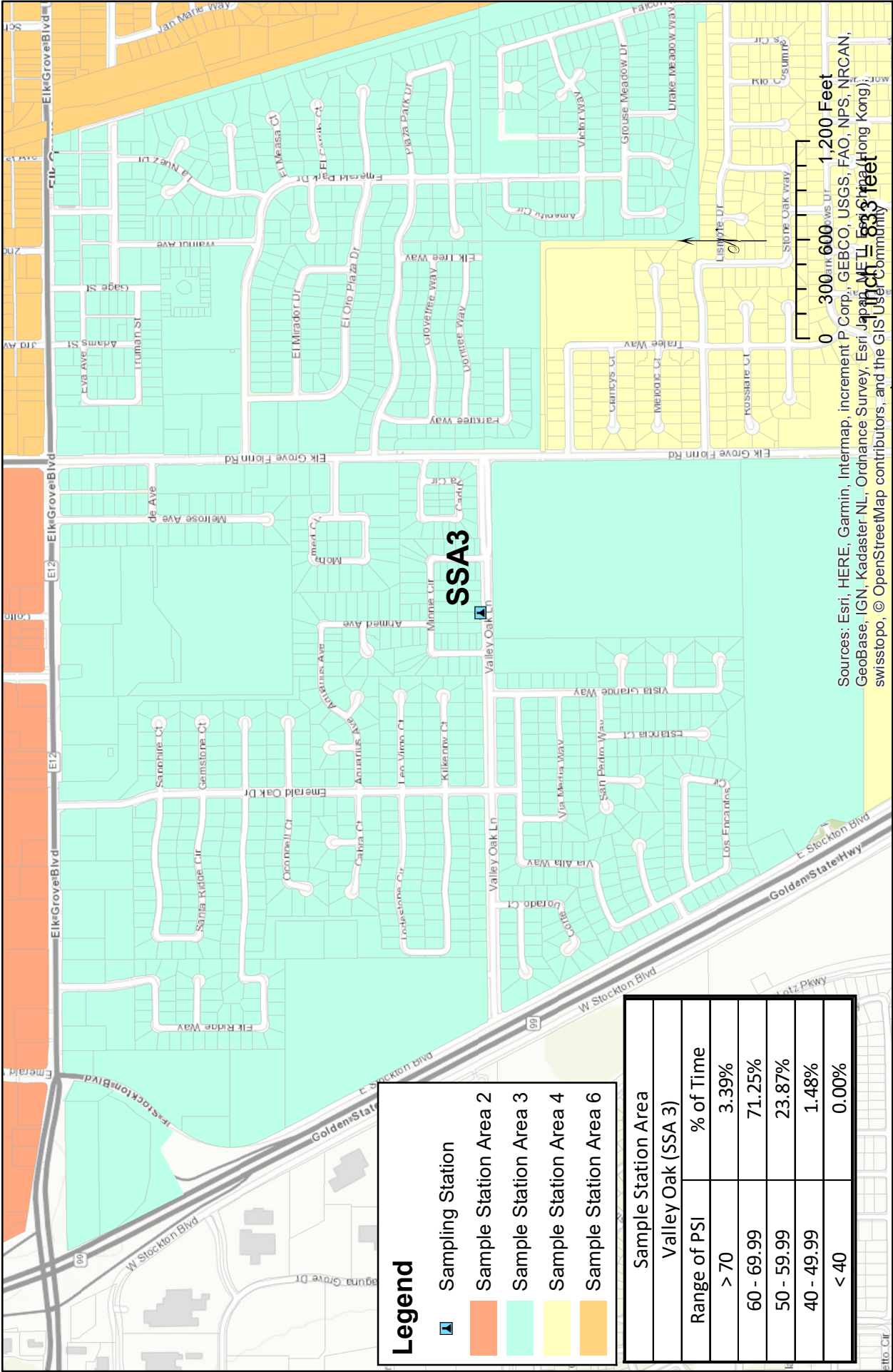
August 2019



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap contributors, and the GIS User Community



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, Swisstopo, Swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019

Elk Grove Water District

System Pressure Monitoring



Legend

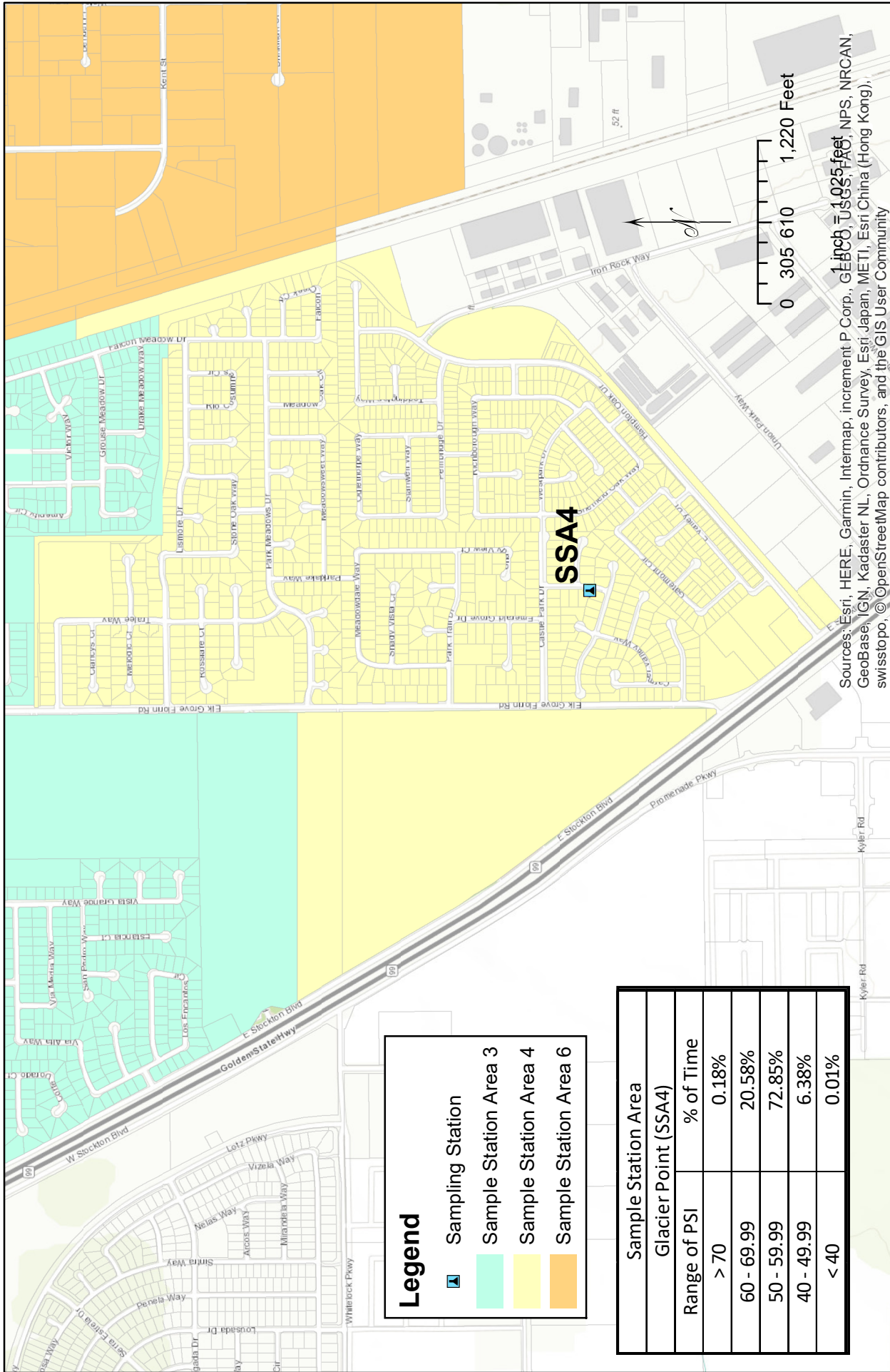
- Sampling Station
- Sample Station Area 2
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 6

Sample Station Area	% of Time
Valley Oak (SSA 3)	
Range of PSI	
> 70	3.39%
60 - 69.99	71.25%
50 - 59.99	23.87%
40 - 49.99	1.48%
< 40	0.00%

Sample Station #3

Note: Sample Station takes a reading every 5 minutes.

August 2019



Legend

- Sampling Station
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 6

Sample Station Area	Glacier Point (SSA4)
Range of PSI	% of Time
> 70	0.18%
60 - 69.99	20.58%
50 - 59.99	72.85%
40 - 49.99	6.38%
< 40	0.01%

Sample Station #4

Note: Sample Station takes a reading every 5 minutes.

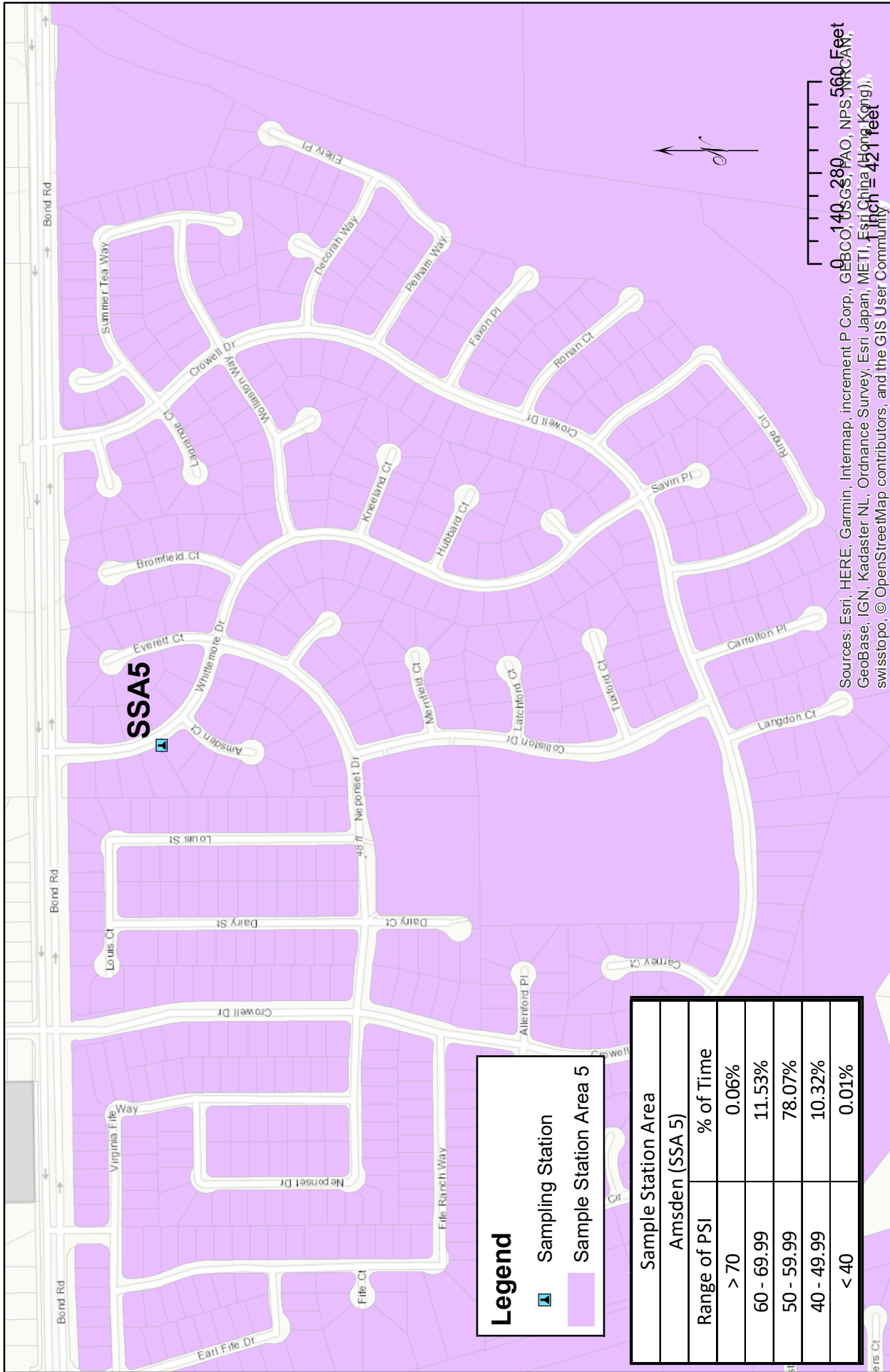
August 2019



Elk Grove Water District
System Pressure Monitoring


Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
September 5, 2019

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, Aero, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, ©OpenStreetMap contributors, and the GIS User Community



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Legend

-  Sampling Station
-  Sample Station Area 5

Sample Station Area	
Amsden (SSA 5)	
Range of PSI	% of Time
> 70	0.06%
60 - 69.99	11.53%
50 - 59.99	78.07%
40 - 49.99	10.32%
< 40	0.01%



Elk Grove Water District

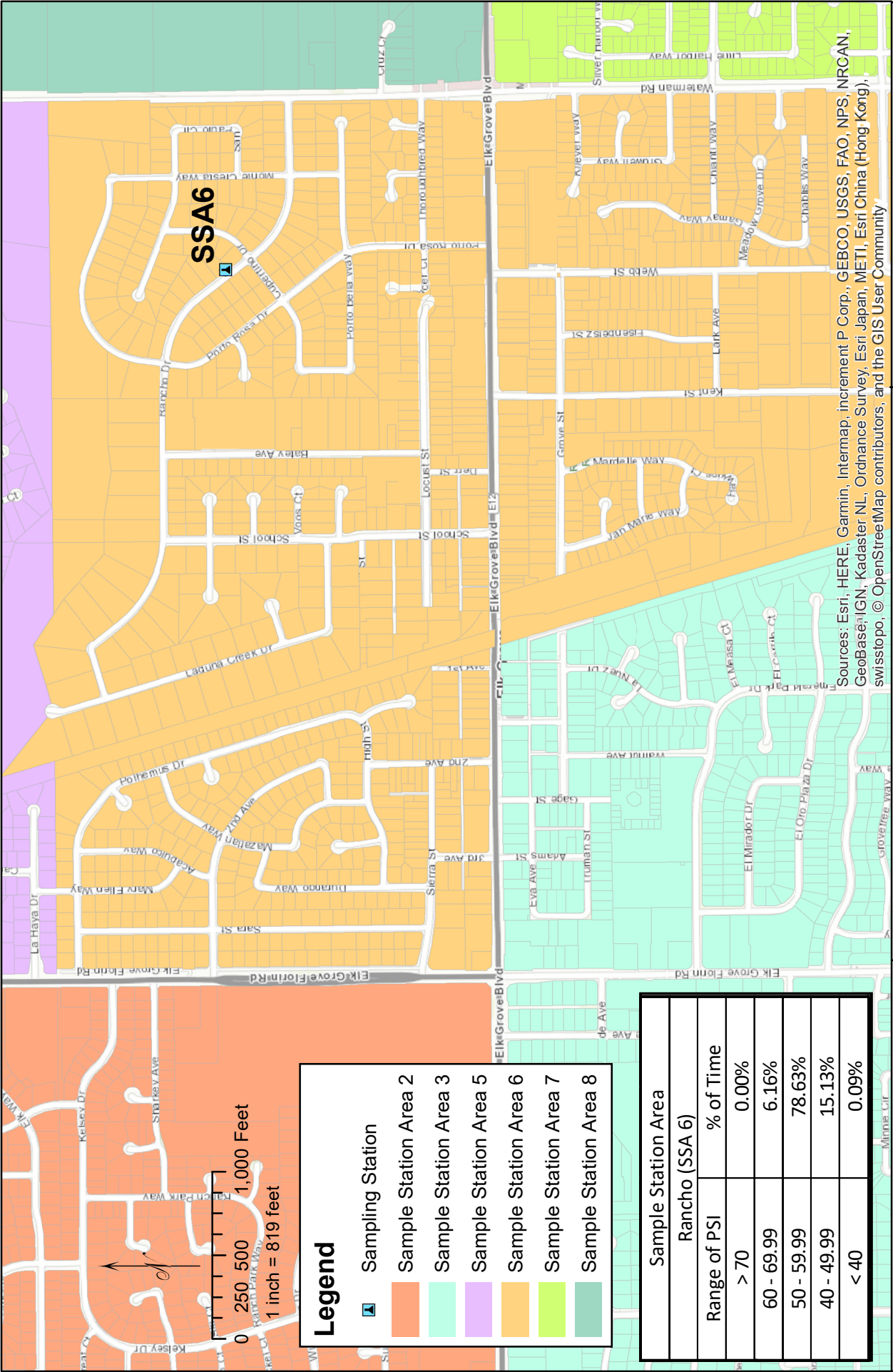
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019

Sample Station #5

Notes: Sample Station takes a reading every 5 minutes.

August 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

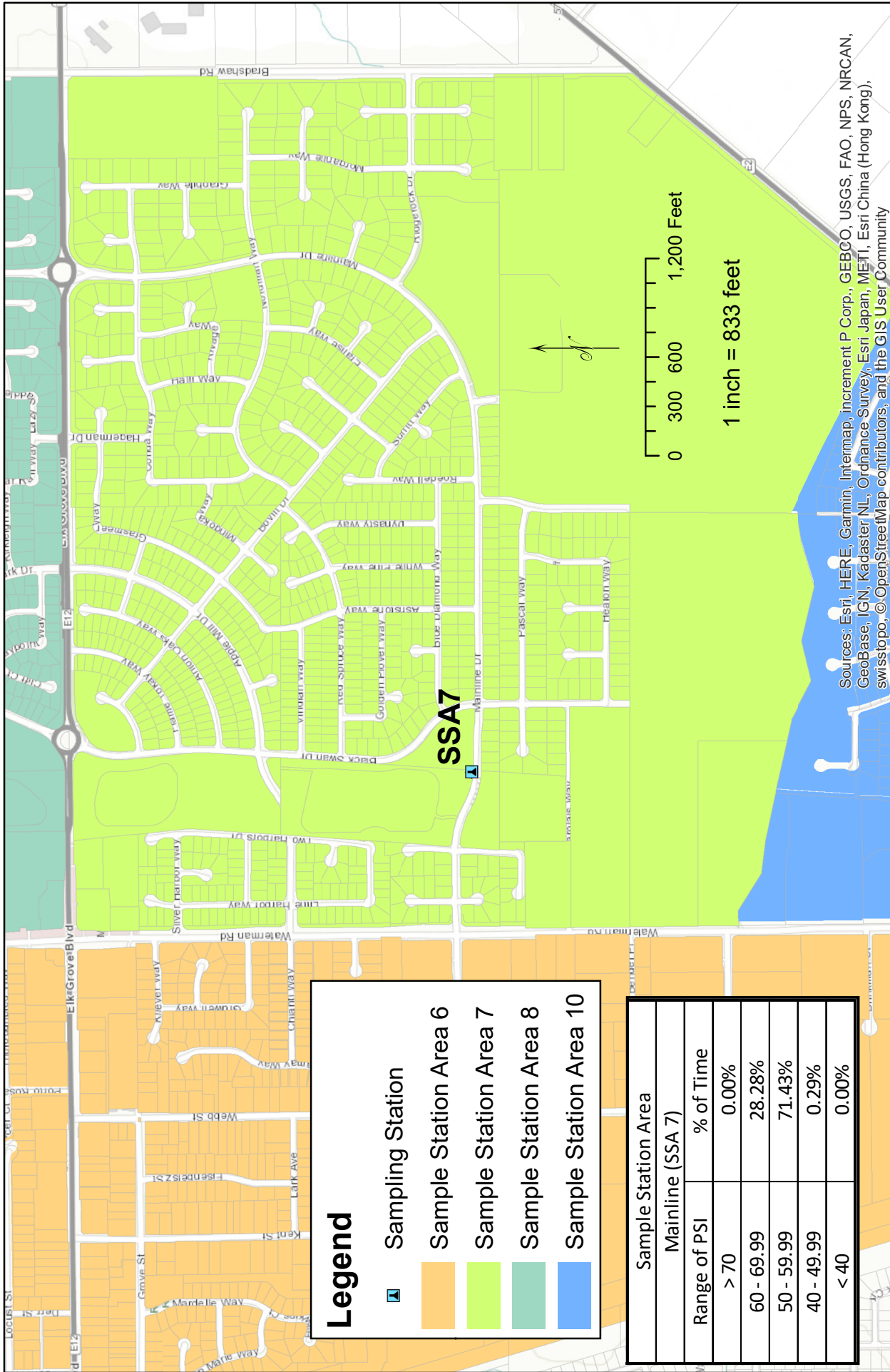
Elk Grove Water District
 System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019



Sample Station Area	Range of PSI	% of Time
Rancho (SSA 6)	> 70	0.00%
	60 - 69.99	6.16%
	50 - 59.99	78.63%
	40 - 49.99	15.13%
	< 40	0.09%

Sample Station #6
 Note: Sample Station takes a reading every 5 minutes.
 August 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, MEI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019

Elk Grove Water District

System Pressure Monitoring



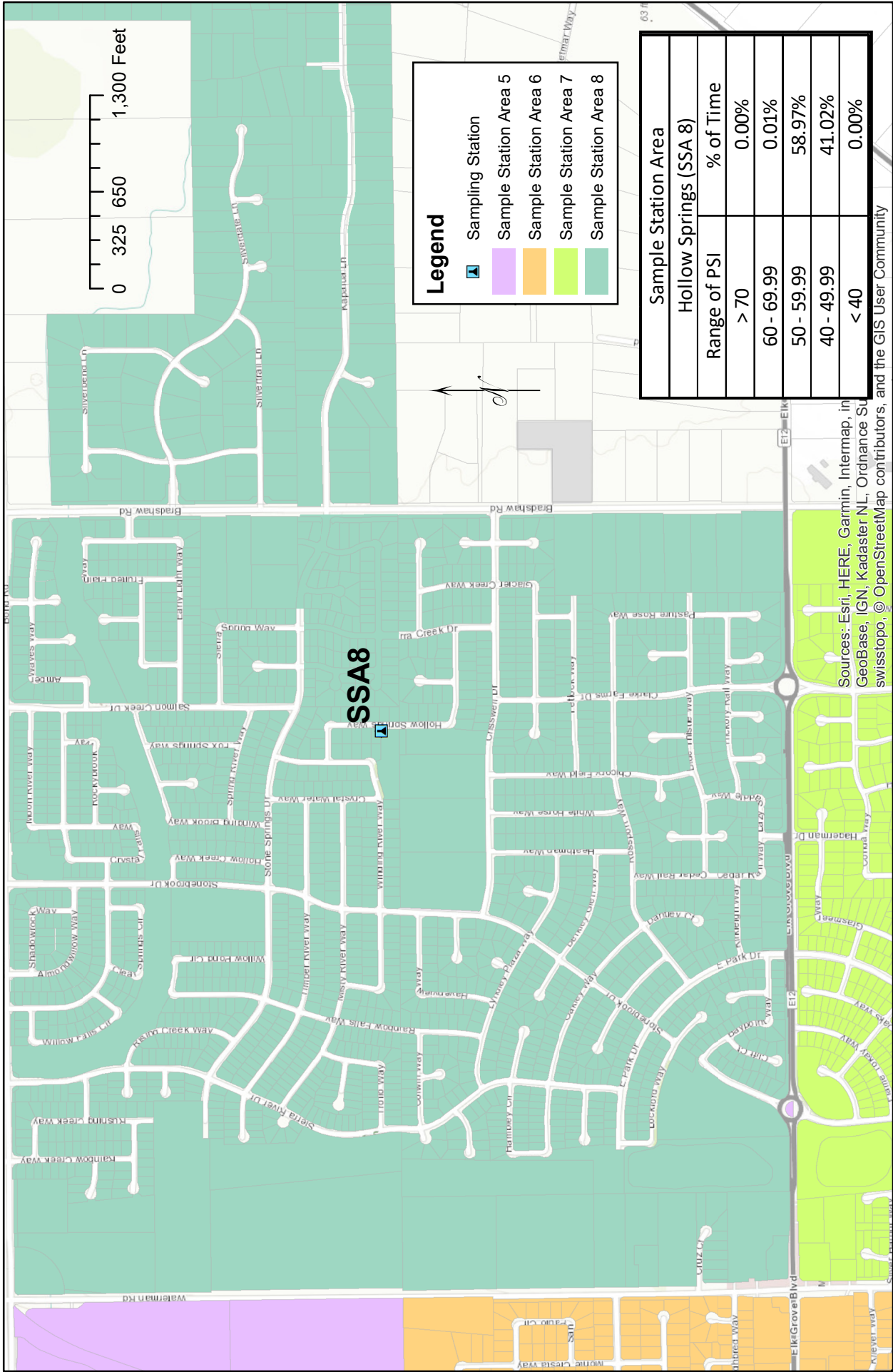
Legend	
	Sampling Station
	Sample Station Area 6
	Sample Station Area 7
	Sample Station Area 8
	Sample Station Area 10

Sample Station Area	% of Time
Mainline (SSA 7)	
Range of PSI	
> 70	0.00%
60 - 69.99	28.28%
50 - 59.99	71.43%
40 - 49.99	0.29%
< 40	0.00%

Sample Station #7

Note: Sample Station takes a reading every 5 minutes.

August 2019



Legend

- Sampling Station
- Sample Station Area 5
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 8

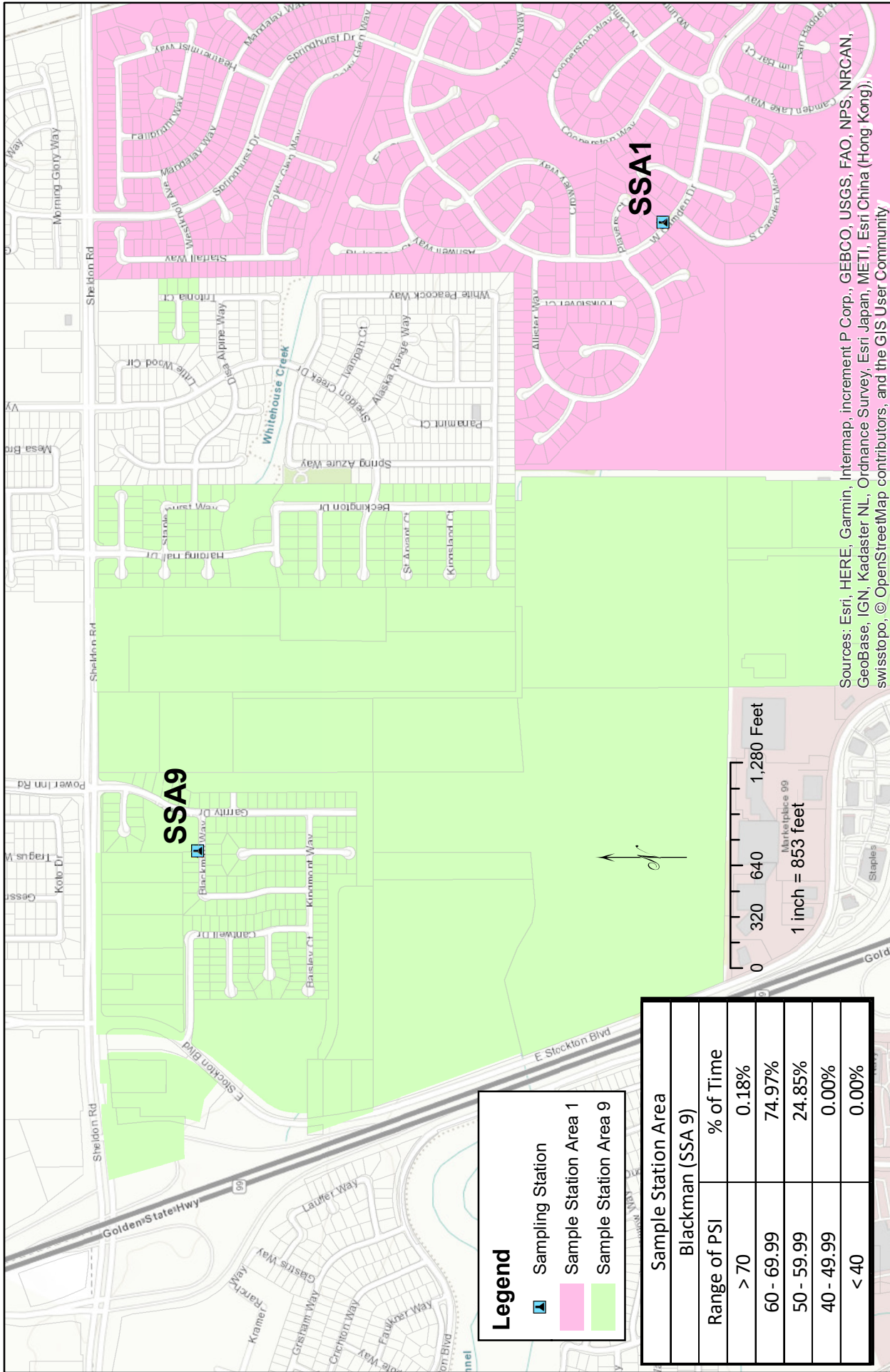
Sample Station Area	
Hollow Springs (SSA 8)	
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	0.01%
50 - 59.99	58.97%
40 - 49.99	41.02%
< 40	0.00%

Sources: Esri, HERE, Garmin, Intermap, in GeoBase, IGN, Kadaster NL, Ordnance Survey, the swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 September 5, 2019

Elk Grove Water District
 System Pressure Monitoring

Sample Station #8
 Note: Sample Station takes a reading every 5 minutes.
 August 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swiss topo, © OpenStreetMap contributors, and the GIS User Community

Legend

- Sampling Station
- Sample Station Area 1
- Sample Station Area 9

Sample Station Area	Blackman (SSA 9)	Range of PSI	% of Time
> 70	0.18%	60 - 69.99	74.97%
50 - 59.99	24.85%	40 - 49.99	0.00%
< 40	0.00%		

Sample Station #9

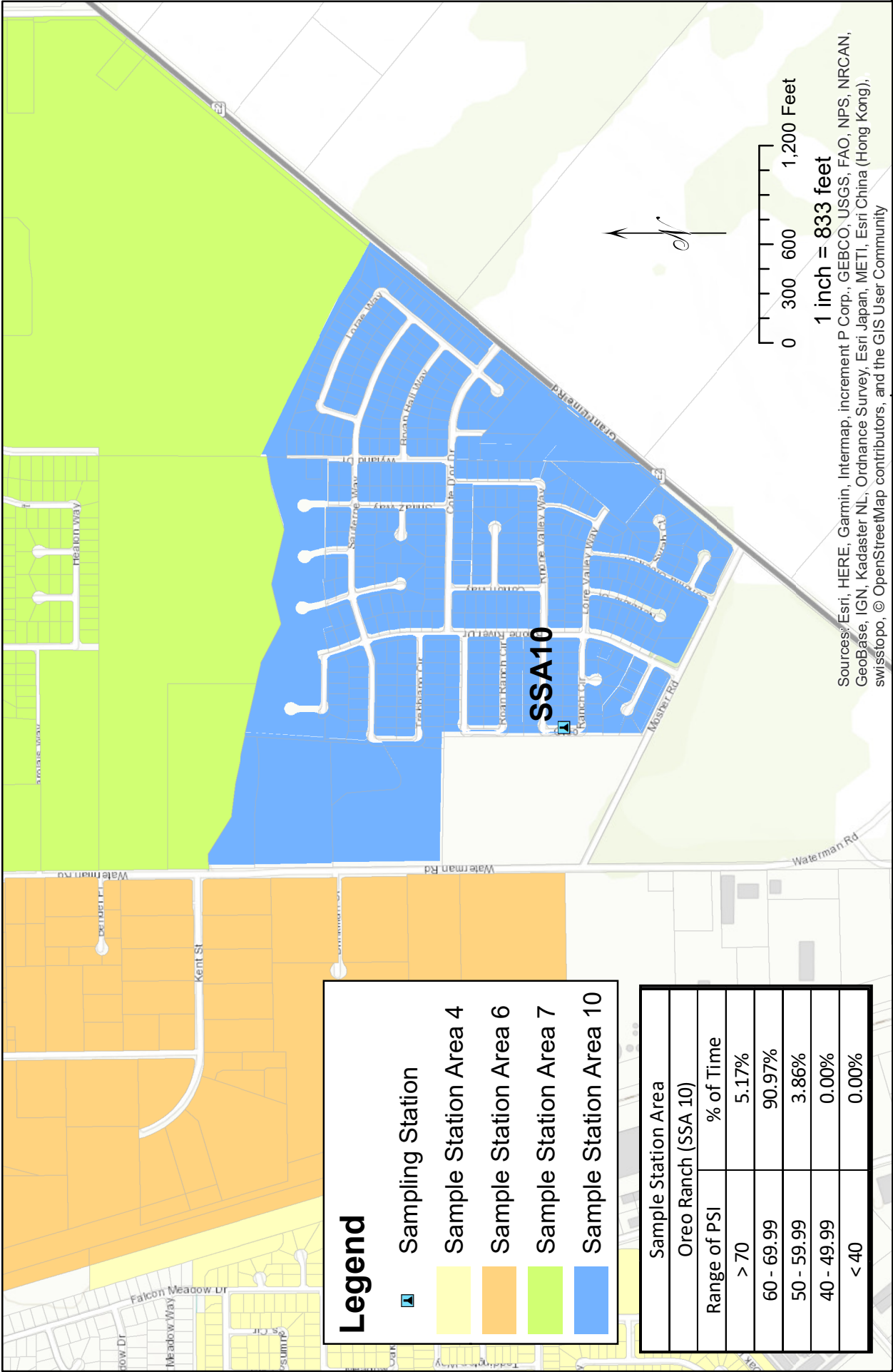
Note: Sample Station takes a reading every 5 minutes.

August 2018



Elk Grove Water District
System Pressure Monitoring

Projected coordinate system:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
September 5, 2019



Legend

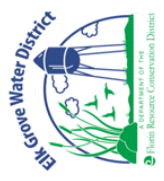
- Sampling Station
- Sample Station Area 4
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 10

Sample Station Area	Oreo Ranch (SSA 10)	Range of PSI	% of Time
> 70			5.17%
60 - 69.99			90.97%
50 - 59.99			3.86%
40 - 49.99			0.00%
< 40			0.00%

Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

August 2019



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402

Source: EGWD GIS database

Created by: Travis Franklin

September 5, 2019

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



1 inch = 833 feet

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: **AMENDMENTS TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - PROVISIONS OF WATER SERVICE; AND THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt:

1. Ordinance 09.18.19.01, amending and replacing Ordinance No. 05.15.19.03, Exhibit A: Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Provisions of Water Service; and
2. Ordinance 09.18.19.02, amending and replacing Ordinance No. 12.19.18.01, Exhibit A: Florin Resource Conservation District/Elk Grove Water District Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

SUMMARY

Senate Bill 998 (Dodd) – Water Shutoff Protection Act (SB 998), was signed into law by the California State Governor on September 28, 2018. SB 998 imposes certain requirements that public water utilities must implement on or before February 1, 2020 that would prohibit residential water service from being discontinued under specified circumstances.

Staff has completed the review of SB 998 and has amended the Florin Resource Conservation District/Elk Grove Water District's (District) water ordinance covering the provisions of water service to include and become compliant with the requirements of SB 998. In addition to the new requirements, staff has made certain changes to clarify the provisions specifically related to Delinquency Shut-offs within the District's Water Ordinance – Provisions of Water Service and the District's Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

AMENDMENTS TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - PROVISIONS OF WATER SERVICE; AND THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

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By this action, if adopted, the Board will amend and replace Ordinance No. 05.15.19.03, Exhibit A; and Ordinance No. 12.19.18.01, Exhibit A and the new Ordinances will go into effect November 1, 2019.

DISCUSSION

Background

In June of 2018, the District completed an update of the District's Water Ordinance Schedule of Charges, Rates, Fees and Deposits in an effort to capture the actual costs of providing the services for which the charges, rates, fees and deposits are assessed. On December 18, 2019, the Board adopted Ordinance No. 12.19.18.01 implementing new rates and charges for the District.

On September 28, 2018, the California State Governor signed into law SB 998 (Dodd), imposing certain requirements that public water utilities must implement on or before February 1, 2020 that would prohibit residential water service from being discontinued under specified circumstances. SB 998 declares that all Californians have the right to safe, accessible and affordable water and is intended to minimize the number of Californians who lose access to water service due to inability to pay.

Present Situation

Staff has reviewed SB 998 and proposes the amendments to the District's Water Ordinance - Provisions of Water Service (attached) and District's Water Ordinance – Schedule of Charges, Rates, Fees and Deposits (attached) to include and become compliant with the requirements of SB 998. The proposed changes are listed below under each of the requirements imposed by SB 998.

1. Public water utilities should have written policies regarding the discontinuance of residential water service, which is translated into and contains all required information according to Section 116906 of SB 998.
 - District staff has incorporated this requirement into the proposed Water Ordinance – Provisions of Water Service and proposed Water Ordinance – Schedule of Charges, Rates, Fees and Deposits. If adopted, staff will also incorporate any and all necessary language onto door tags and bills and will have each document translated in compliance with Section 116906 of SB 998.

AMENDMENTS TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - PROVISIONS OF WATER SERVICE; AND THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

Page 3

2. Public water utilities cannot discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days and must notify customers no less than seven (7) business days before discontinuance by written or telephone notice. The notice must contain the information as required by Section 116908(c) of SB 998.
 - District staff has incorporated this requirement into the proposed Water Ordinance – Provisions of Water Service to comply with the delinquency and shutoff notification timeframe as prescribed by Section 116908(c) of SB 998. District staff is also proposing a ten (10) day noticing period versus the seven (7) as required by SB 998.
3. Public water utilities cannot discontinue residential water service if the customer obtains primary care physician certification, is income qualified and is willing to enter into a payment arrangement in accordance with Section 116910(a) and (b) of SB 998.
 - No proposed changes necessary to the District's current Water Ordinance – Provisions of Water Service. Section 4.5(4) of the District's current Water Ordinance – Provisions of Water Service already complies with this requirement of SB 998.
4. Public water utilities must set reconnection fees for customers who demonstrate they are income qualified in accordance with Section 116914 of SB 998.
 - This requirement does not apply to the District since the District does not charge a shutoff and turn on fee.
5. Public water utilities shall allow residential occupants in landlord-tenant relationships to become customers in accordance with Section 116916 of SB 998.
 - No proposed changes necessary to the District's current Water Ordinance – Provisions of Water Service. Section 4.4 of the District's current Water Ordinance – Provisions of Water Service already complies with this provision of SB 998.
6. Public water utilities shall report the number of annual discontinuations of residential water service for inability to pay on its website in accordance to Section 116918 to SB 998.

AMENDMENTS TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - PROVISIONS OF WATER SERVICE; AND THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

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- The District currently reports the number of shutoffs due to inability to pay in its monthly Operations Report that is presented to the Board at each regular monthly Board meeting. This Operations Report is also posted to the District's website under Board Meeting Agenda Packet. If adopted, staff proposes to further report the number of shutoffs due to inability to pay as a separate disclosure on the District's website.

In addition to the requirements imposed by SB 998, staff is proposing certain changes to clarify the provisions specifically related to Delinquency Shut-offs, and these are as follows:

Included in Ordinance No. 12.19.18.01 District Water Ordinance – Schedule of Charges, Rates, Fees and Deposits is a provision for Delinquency Shut-off that prescribes the fees to be paid before service is restored when water service is discontinued because of delinquency in payment of a bill. Before service is restored because of discontinuance due to delinquency, the Customer is required to pay 1) the amount of the unpaid bill; 2) a \$25.00 door tag fee; and 3) a late payment penalty of \$100.00.

Government Code Section 53069.4, which refers to Government Code Section 36900, authorizes the District to charge fines and penalties for the violation of any District ordinances. District staff proposes to amend and replace Ordinance No. 12.19.18.01, Exhibit A, and change the provisions for Delinquency Shut-off. If adopted, the provisions for Delinquency Shut-off will read as follows:

Water service may be discontinued and a late payment penalty will be assessed to the customer's account if payment of a delinquent bill is not received by the due date listed on the Notice of Pending Service Interruption (door tag). To avoid service discontinuance, or to have discontinued service restored, the Customer must pay in full the following charges: 1) the amount of the unpaid bill; 2) a \$25.00 door tag fee; and 3) a late payment penalty of \$100.00.

The delinquency and late payment of any account is a violation of Section 3.10 of FRCD Ordinance No. 05.15.19.03. Section 3.10 of Ordinance No. 05.15.19.03 prescribes that bills for residential water service are due upon receipt and become delinquent if not paid on or before the due date as specified on the bill.

AMENDMENTS TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - PROVISIONS OF WATER SERVICE; AND THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE - SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

Page 5

ENVIRONMENTAL CONSIDERATIONS

The FRCD Board of Directors finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that these Ordinances are exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

STRATEGIC PLAN CONFORMITY

The proposed ordinances conform to the District's 2012-2017 Strategic Plan. The mission of the Elk Grove Water District (EGWD) is stated as: "Committed to supplying our customers with high quality, safe water along with outstanding customer service for current and future generations." These ordinances conform to the mission statement and also conform to EGWD's goals of Financial Stability, excellent Customer Service, and good Business Practices.

FINANCIAL SUMMARY

There are no direct financial impacts associated with this report.

Respectfully Submitted,



PATRICK LEE
FINANCE MANAGER/TREASURER

Attachments

ORDINANCE NO. 09.18.19.01

**AN ORDINANCE OF THE FLORIN RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS AMENDING AND REPLACING ORDINANCE NO.
05.15.19.03, EXHIBIT A: FLORIN RESOURCE CONSERVATION
DISTRICT/ELK GROVE WATER DISTRICT WATER
ORDINANCE – PROVISIONS OF WATER SERVICE**

WHEREAS, the Florin Resource Conservation District (District) is a resource conservation district duly organized and existing under and pursuant to Division 9 of the Public Resources Code of California; and

WHEREAS, the District is authorized and empowered to own, operate, maintain, acquire, construct, finance, improve and extend a public water system; and

WHEREAS, the District owns and operates the Elk Grove Water District, a public water system; and

WHEREAS, the District is authorized to impose, adopt, revise, amend, and rescind provisions of water service for its system; and

WHEREAS, the District's current provisions of water service were prescribed in Ordinance 05.15.19.03 Provisions of Water Service, and

WHEREAS, the Board of Directors wishes to replace Ordinance No. 05.15.19.03.

**NOW THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS HEREBY DETERMINES AND ORDAINS AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval of Ordinance. Ordinance 05.15.19.03 is hereby amended and replaced with Ordinance No. 09.18.19.01 including the attached Exhibit A.

Section 3. California Environmental Quality Act Compliance. The District Board of Directors find, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions, provisions or regulations contained herein shall become inoperative, or fail by reason of unconstitutionality of any other provisions hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 5. Ordinance Effective Date. This ordinance shall be in full force and effect 30 days from and after the date of its adoption.

PASSED AND ADOPTED by the Florin Resource Conservation District Board of Directors on this 18th day of September 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Nelson
Chairperson of the Board of Directors

ATTEST:

Stefani Phillips
Secretary to the Board of Directors

EXHIBIT “A”

**FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
WATER ORDINANCE**

“PROVISIONS OF WATER SERVICE”

[Attached behind this cover page]

SECTION 1. SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS.

1.1 Short Title. This ordinance may be cited as the Provisions of Water Service Ordinance (Ordinance).

1.2 Severability. If a section, subsection, sentence, clause or phrase of this Ordinance is held to be unconstitutional, or contrary to the general or special laws of the United States or the State of California, the invalidity of such section, subsection, sentence, clause or phrase shall not affect the remaining portions of this Ordinance.

1.3 Applicability. This Ordinance shall apply to all water facilities owned by the District, known as the Public Water System, and to all persons who use or perform work on the Public Water System.

1.4 Definitions. Unless the context specifically indicates otherwise, the following terms shall for purposes of this Ordinance have the meanings indicated as follows:

Board	Florin Resource Conservation District/Elk Grove Water District Board of Directors
City	City of Elk Grove
Construction Water	Water used in construction operation, and for testing and flushing water mains. A Construction Water Permit is required for the use of Construction Water.
Construction Water Permit	A written authorization by the District required pursuant to this Ordinance for the use of Construction Water.
Customer	The owner, or owner’s agent/tenant who receives Water Service from the District.
Customer Service Line	The Customer-owned facilities consisting of the Water Service piping, valves, and other appurtenances between the discharge of the meter and the point of use.
District	The Florin Resource Conservation District/Elk Grove Water District, Sacramento County, California.
District Office	The administration office of the Florin Resource Conservation District/Elk Grove Water District.
Fire Protection Service	A class of Water Service provided by the District for the use of fire protection.
Irrigation Water Service	A class of Water Service provided by the District for the use of irrigation.

Non-Residential Water Service	A class of Water Service provided by the District for the use in non-residential establishments. Non-residential includes commercial, industrial, and institutional establishments.
Premise	A property which is determined by the District to be eligible to receive Water Service.
Public Water System	The District's water system consisting of all supply and water treatment facilities, and the water distribution system up to and including each meter and meter box, or where the Customer's fire protection water main ties into the Public Water System distribution main.
Residential Water Service	A class of Water Service provided by the District for the use in single-family homes, multi-family residential structures or mobile home parks.
Standard Construction Specifications	The most current version of the District's Standard Construction Specifications and Standard Detail Drawings.
Water Service	The delivery and/or receipt of water.
Water Service Demand	The amount of water required for use by any Premise.

1.5 Violation of Ordinance. Any person found to be violating any provision of this Ordinance shall be served by the General Manager with written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The said time limit shall not be less than one (1) nor more than ten (10) working days. The offenders shall within the period of time stated cease all violations and correct the conditions causing violation of this Ordinance. Violation of this Ordinance will be penalized according to Government Code § 53069.4. Fines of \$100 for a first violation; \$200 for a second violation of the same provision of this Ordinance within one (1) year; and \$500 for each additional violation of the same provision of this Ordinance within one (1) year will be assigned to the account if satisfactory correction is not made within the time stated. Each and every connection or occupancy in violation of this Ordinance shall be deemed a separate violation. Each and every day or part of a day a violation of this Ordinance continues will be deemed a separate offense hereunder, and shall be punishable as such. Repeated offenses can result in the termination of Water Service.

1.6 Damage to Public Water System. Any person damaging any of the Public Water System property or violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss or damage occasioned by reason of such damage or such violation.

1.7 Administration of Ordinance. It shall be the responsibility of the General Manager to conduct the operation of the Public Water System in accordance with provisions of this Ordinance and to enforce all its provisions. The General Manager shall take all actions necessary to carry out the

specific requirements and intent of this Ordinance. Failure on the part of the Board, General Manager or any other District personnel to enforce this Ordinance or any provision thereof shall create no liability on the part of the District, or any personnel of the District, to any third persons.

SECTION 2. DESCRIPTION OF GENERAL WATER SERVICE

2.1 Ownership of Water Facilities. Water facilities fall into two (2) categories of ownership, District-owned facilities and Customer-owned facilities. Water facilities owned by the District are what are known as the Public Water System. The Public Water System consists of all water supply and treatment facilities, and the water distribution system up to, and including, each meter and meter box. The Customer-owned facilities consist of the Water Service piping, valves, and other appurtenances between the discharge of the meter and the point of use, collectively called the Customer Service Line. The District is responsible for operating and maintaining the Public Water System. Each Customer is responsible for operating and maintaining their Customer Service Line. Construction to extend the Public Water System is funded by developers as part of the development process through the City. After construction to extend the Public Water System is completed and accepted by the District, and the developer has paid all capacity and meter charges owed the District, the developer shall transfer ownership of the extended Public Water System to the District.

2.2 Water Supply. The District is divided into two (2) service areas, Service Area 1 and Service Area 2. The District serves Service Area 1 with water from various groundwater wells located within Service Area 1. Water in Service Area 1 is non-fluoridated. For Service Area 2, the District, as required through a Master Water Agreement, serves purchased water from the Sacramento County Water Agency (SCWA). The purchased water from SCWA is either groundwater, or a combination of groundwater and surface water, and is fluoridated. A map showing the District's two (2) service areas can be found as Attachment 1.

2.3 Water Pressure. The District specifies the pressure range for Water Service in the District's Standard Construction Specifications.

2.4 Continuity of Water Service. The District is committed to providing each Customer with a continuous supply of water. However, due to planned maintenance or construction activities, or unplanned emergency events, Customers may experience interruptions in Water Service from time to time. For planned maintenance or construction activities causing interruptions in Water Service, the District shall notify Customers 24-hours prior to the scheduled shutdown. For unplanned emergency events, Customers will not receive any prior notifications for interruptions in Water Service. The District shall not be liable for any losses, inconveniences or damages sustained by Customers as a result of interruptions in Water Service.

2.5 Types of Water Service. Types of Water Service provided by the District include Residential Water Service, Non-Residential Water Service, Irrigation Water Service and Private Fire Protection Water Service. Residential, Non-Residential and Irrigation Water Services are metered. Private Fire Protection Water Service is unmetered. At minimum, each single parcel shall be served by a dedicated, individual Water Service. Under no circumstances shall multiple parcels be served by one Water Service. A single parcel may be served by more than one Water Service.

2.6 Resale of Water. Water purchased from the District shall not, without specific authorization, be resold or re-metered for purposes of sale or proration outside the boundaries of the customer's premise.

2.7 Refusal and Limitation of Service. The General Manager may refuse to furnish water or may discontinue Water Service to any Premises for the following reasons:

1. To protect the District or the Public Water System or both from fraud and abuse.
2. The requested Water Service Demand may be detrimental or injurious to the Water Service of other Customers.
3. The distribution facilities are inadequate to supply the requested Water Service Demand.
4. The Premise uses a private well and the Customer does not pay for fire service offered through basic water charges.
5. To protect District Customers from a threat to public health and safety in the case of tampered water, natural disasters or emergencies.
6. Delinquency of Customer accounts. Refer to Section 4, Discontinuance and Restoration of Service.

The General Manager may limit the total quantity of water furnished to Premises or may establish the times and the Water Service Demand rates at which water may be taken or will be furnished to Premises, even though a limit or maximum use may or may not appear on the application or Permit for the Water Service.

2.8 Water Used Without Application. A person who takes possession of a Premise and uses water without applying for Water Service is liable for all the costs of the water delivered from the date of the last recorded meter reading and will be assessed a violation fine as set forth by the Districts most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits. If proper application for service is not made within five (5) calendar days after notification to do so by the General Manager or if accumulated bills for Water Service are not paid upon presentation, Water Service shall be discontinued without further notice.

2.9 Application for Service. An applicant wanting to establish Water Service shall:

1. Submit an application on a form as approved by the District. The District may accept applications made via fax, mail or in person; or
2. Upon taking possession as an owner of any Premise located within the District service area, and upon verification from escrow settlement statements or any other document of record with the Sacramento County Recorder's Office, the District shall establish an account for Water Service for the named owner of such Premise, the effective date to be the date of closing of escrow.

3. An applicant who is a lessee of any Premise within the District's service area may request to become a Customer of the District pursuant to Section 3.4 of this Provision.

2.10 Account Set-Up Fee. Each account, which requires that a monthly bill be sent, will be considered as a new account and will be charged an account set-up fee as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

2.11 Access to Property. By applying for or receiving Water Service from the District, each Customer irrevocably licenses the District and its authorized employees and representatives to enter upon the Customer's property at reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining, or replacing the District's meters and other facilities. The District may terminate Water Service without notice to any customer who refuses to permit the District and its authorized employees and representatives to enter upon the Customer's property in violation of this Section.

SECTION 3 BILLS FOR WATER SERVICE

3.1 Monthly Fixed Charge. Billing for Water Service includes a monthly fixed charge that funds maintenance, operations and other expenses to the District necessary to maintain the Public Water System. It also covers the delivery of water to the public fire hydrants. The monthly fixed charge, as set forth in the Districts most current Water Rate Study, is due regardless of whether any water is actually used. Customers whose service has been discontinued in accordance with section 4.2, or who have requested that their service be discontinued in accordance with section 4.13, will not be assessed the monthly fixed charge for months subsequent to discontinuance.

3.2 Monthly Consumption Charge. Billing for Water Service includes a monthly consumption charge that funds expenses to the District necessary for the production, treatment and distribution of water to Customers. The monthly consumption charge, as set forth in the Districts most current Water Rate Study, is assessed for each one-hundred cubic feet (CCF) of water actually consumed.

3.3 Billing Periods. Bills for general Water Service will be rendered monthly at the option of the District. Bills for special Water Service may be rendered monthly or at any lesser frequency, which the District may choose. Meters will be read at approximately equal intervals as specified in Section 6.4, with meter reading frequency the same as billing frequency. Special meter readings will be made for opening or closing billing purposes.

3.4 Billing of Non-Owner-Occupied Residences. California Government Code § 54347 authorizes public agencies to collect charges from property owners for services to tenants on those properties. Therefore, with the property owner's permission, which would require a notarized Landlord Consent to Tenant Billing application, the District will bill tenants directly for Water Service, but the final responsibility for those charges lies with the property owner. Should the tenant fail to pay, the property owner will be held liable. The District shall not share any account information with tenant, other than the outstanding balance, in the absence of the completed and notarized Landlord Consent to Tenant Billing application.

3.5 Billing of Separate Meters. Each meter on a Customer's Premises shall be billed separately and the readings of two (2) or more meters will not be combined unless the District shall, for operating convenience or necessity, install two (2) or more meters in place of one (1).

3.6 Back Billing. If a Customer uses water for which no bills have been issued, the District shall determine an average bill using the billings for the previous 12 consecutive months prior to no bills being issued. This amount, not to be less than the fixed cost if no billing history is available, will be billed to the Customer based on the number of months the Customer has been occupying or in possession of the Premises without paying bills.

3.7 Refunds. If a Customer is erroneously overcharged for services, the District may refund charges paid by the Customer in excess of the amount that should have been paid for over a period as much as the past three (3) years that the Customer was overcharged.

3.8 Opening and Closing Bills. If the total period of service is less than 30 days, a prorated charge of the fixed and consumptive cost for the actual use shall be applied to the account.

3.9 Payment. Acceptable forms of payment are cash, check, money order, credit card, automated clearing house (ACH) or Interactive Voice Response (IVR). Payments can be made online, over the phone or in person at the District Office or placed in the drop box located outside the District Office. Payments can also be mailed to the District post office box or such other places as designated by the District.

3.10 Delinquent Accounts. Bills for Water Service are generally billed at the beginning of the month and are due upon receipt. Accounts become delinquent if bills are not paid on or before the due date as listed on the bill. Delinquent accounts will receive a Notice of Pending Service Interruption, commonly referred to as a door tag, ten (10) days before scheduled shut off, at which time a door tag fee, in the amount as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits, will be applied to the account. This notice shall not be delivered earlier than 49 days from the due date of the bill.

3.11 Delinquency Shut-Off. Water service may be discontinued and a late payment penalty will be assessed to the customer's account if payment of a delinquent bill is not received by the due date listed on the Notice of Pending Service Interruption (door tag). To avoid service discontinuance, or to have discontinued service restored, the Customer must pay in full the amounts as set forth in the Delinquency Shut-Off provision of the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

3.12 Unauthorized Turn On. If, after a Water Service is discontinued for delinquency in payment, Water Service is resumed without authorization, the meter may be removed, and a violation fine equal to the amount as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits, will be assessed. This charge is in addition to all other charges.

3.13 Disputed Charges. In case of dispute as to payment of a bill previously delivered, the Customer shall present the receipted bill, canceled check or other satisfactory evidence of payment before the District may make an adjustment or correction.

When a Customer disputes the amount of a bill for any reason, the Customer should contact the District Office. If the bill is disputed, to avoid discontinuance of Water Service, the Customer must submit a letter setting forth the basis for the dispute and request a review by the Finance Manager or General Manager. The Finance Manager's or General Manager's findings and decisions will be final and binding. If the Customer's complaint concerns the meter, he or she may request that his or her meter be tested pursuant to the Testing of Meters and Fire Flow provisions of the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

3.14 Disputed Debts. Per the State of California Commercial Code 3311(c)(1), communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the Finance Manager at the District Office. The Finance Manager will review the communication and make a determination as to the satisfaction of the instrument tendered as full payment. All decisions made by the Finance Manager regarding disputed debts are final and binding.

3.15 Inspection at the Request of Customer. The District may make an inspection of a Customer's meter upon the request of the Customer in accordance with the Meter Re-Read costs and provisions as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

SECTION 4. DISCONTINUANCE AND RESTORATION OF SERVICE

4.1 Form of Notice of Termination; Time and Method of Giving Notice; Form of Termination Order.

1. In the event of nonpayment of a delinquent account, the District shall first give notice to the Customer of the delinquency and impending termination at least ten (10) days prior to the date of the proposed termination by means of a notice to be placed on the Customer's Premise in a conspicuous place, such notice to comply with the requirements of subsection 4.1(3) hereof. This notice shall not be delivered earlier than 49 days from the due date of the bill. The ten (10) day notice period shall not commence until the delivery and placement of the Notice of Pending Service Interruption, commonly referred to as a door tag, on Customer's Premise.
2. When a bill becomes delinquent, a Notice of Pending Service Interruption will be placed on the Customer's Premises and a door tag fee in the amount set forth by the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits will be added to the Customer's account.
3. The Notice of Pending Service Interruption pursuant to subparagraph 4.1(2) shall include the following:
 - a. Name and address of the delinquent Customer;
 - b. The amount of delinquency;
 - c. The date by which payment or arrangements for payment is required to avoid termination;

- d. A description of the process to apply for an extension of time to pay the delinquent charges.
- e. A description of the procedure to petition for bill review and appeal.
- f. A description of the procedure by which the customer may request a deferred or alternative payment schedule, including an amortization of the delinquent residential service charges.
- g. The telephone number of a representative of the District who can provide additional information or institute arrangements for payment.

4.2 Termination and Restoration of Services.

1. If the account remains delinquent after the due date listed on the Notice of Pending Service Interruption, a late payment penalty, as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits, will be added to the Customer's account and the District shall commence termination of Water Service to the property on the shut-off date as stated on the notice.
2. Water service may be discontinued and a late payment penalty will be assessed to the customer's account if payment of a delinquent bill is not received by the due date listed on the Notice of Pending Service Interruption (door tag). To avoid service discontinuance, or to have discontinued service restored, the Customer must pay in full the amounts as set forth in the Delinquency Shut-Off provision of the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.
3. The District shall not, by reason of delinquency in payment for Water Service, cause cessation of service on any Saturday, Sunday, legal holiday, or any time when the District's business office is not open to the public.
4. Cessation of Water Service shall not commence prior to 7:30 a.m.
5. Restoration of Water Service is only available during work hours from 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 4:00 p.m. every alternate Friday. Operations staff is not authorized to accept payment at any time, or to restore service until satisfactory arrangements have been made with the billing department of the District.
6. No termination of Water Service may be affected without compliance with Sections 4.1 and 4.2, and any Water Service wrongfully terminated shall be restored without charge for the restoration of Water Service.

4.3 Termination of Service to Multi-family Residential Structures or Mobile Home Parks as to Residential Units on a Master Meter. Water Service provided through a master meter, through individually metered services in a multi-family residential structure or mobile home park when the owner or manager is listed by the District as the Customer, shall not be discontinued until the District has made a good faith effort to inform the actual users of the Water Service that the account is in arrears, and that Water Service will be terminated in no less than ten (10) days. The means by which the District informs such users shall be by notice delivered to or posted at the place of

residence of the users in a conspicuous location, prominently displayed. This notice shall not be delivered earlier than 49 days of the due date of the bill. The notice shall also inform such users that they have the right to become Customers of the District without being required to pay the amount due on the delinquent account.

The District is not required to make Water Service available to the actual users unless each actual user agrees to the terms and conditions of Water Service as set forth in this Ordinance and meets the requirements hereof. However, if one (1) or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating Water Service to those actual users who have not met the requirements of this Ordinance, the District shall make Water Service available to the actual users who have met those requirements.

The District may require the establishment of credit of an actual user prior to establishing Water Service, including obtaining evidence of prompt payment of rent at actual users place of residence for a period of time equal to the time required for the establishment of credit for other District Customers.

4.4 Termination of Service to Single-family Residential Structures Occupied by Lessee. Water Service provided through individually metered services in a single-family residential structure when the owner or manager is listed by the District as the Customer and the Premise is occupied by a lessee, shall not be discontinued until such time as the District has followed the procedures set forth below:

1. The District shall make a good faith effort to inform the actual users of the Water Service that the account is in arrears, and that Water Service will be terminated in no less than ten (10) days. The means by which the District informs such users shall be by notice delivered to or posted at the place of residence of the users in a conspicuous location, prominently displayed. This notice shall not be delivered earlier than 49 days of the due date of the bill. The notice shall also inform such users that they have the right to become Customers of the District without being required to pay the amount due on the delinquent account; and
2. The property owner has authorized the District to bill the lessee directly for Water Service by completing and having notarized a Landlord Consent to Tenant Billing application, as set forth in section 3.4. This shall be treated as a request for new Water Service and shall require all such deposits and payments as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits. Should the lessee fail to pay any charges, the property owner will be held liable.

4.5 Conditions and Restrictions on Termination of Water Service. The District shall not terminate Water Service for non-payment of a delinquent account unless it first gives notice of delinquency and pending termination in the manner provided for in Section 4.1. The District will not terminate Water Service for non-payment of bills for Water Service in any of the following situations:

1. During the pendency of an investigation by the District of a Customer dispute or complaint;
or

2. When a Customer has been granted an extension of the period for payment of a bill; or
3. When the Customer/facility has been identified as a Critical Facility, defined as hospitals, fire stations, police stations or storage of critical records; or
4. If **all** of the following conditions are met:
 - a. On the certification of a licensed physician or surgeon that termination of Water Service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premise where service is provided; and
 - b. The Customer demonstrates that he or she is financially unable to pay for service within the normal payment period. The customer shall be deemed financially unable to pay for service within the normal payment period if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infant, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level; and
 - c. The Customer is willing to enter into an amortization agreement with the District, pursuant to Public Utility Code § 16482(e), by the terms of which the Customer will be permitted to 1) amortize the unpaid balance; or 2) participate in an alternative payment schedule; or 3) temporary deferral of payment.

4.6 Payment Arrangements. The District, at its discretion, may choose which of the payment arrangements available in subsection 4.5(4)(c) above that the customer undertakes, not to exceed a 12-month term and may set the parameters of that payment arrangement for Customers with a delinquent account. Payment arrangement must be signed by Customers and can be made at the District office during normal business hours.

4.7 Noncompliance with Payment Arrangements. The District shall make a good faith effort to inform the actual users of the Water Service of any noncompliance with payment arrangements, and that Water Service will be terminated in no less than five (5) days. The means by which the District informs such users shall be by notice delivered to or posted at the place of residence of the users in a conspicuous location, prominently displayed, under the following conditions:

1. The customer fails to comply with a payment arrangement for 60 days or more, with the 60-day window commencing on the day of the non-compliance; or
2. While undertaking a payment arrangement, the customer does not pay his or her current service charges within sixty (60) days from the date of the bill.

4.8 Customer Complaints. Any Customer who has initiated a complaint or requested an investigation within five (5) days of receiving the disputed bill, or who has, within nine (9) days of the receipt of the notice described in Section 4.1 hereof, made a request for extension of the

payment period of a bill asserted to be beyond the means of the Customer to pay in full during the normal period of payment, shall be given an opportunity for review of the complaint, investigation or request by the General Manager. The review shall include consideration of whether the Customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed 12 months. No termination of Water Service shall be affected for any Customer complying with a payment arrangement, if the Customer also keeps the account current as charges accrue in each subsequent billing period. Any Customer whose complaint or request for an investigation has resulted in an adverse determination by the General Manager may appeal such determination by written appeal to the Board.

4.9 Discontinuance of Water Service of Any Type as a Result of Tampering, Misuse of the Public Water System, or Obtaining Service through Fraudulent Means: Restoration of Service. Water Service of any type may be discontinued without notice to any Premises where evidence of tampering, misuse of the Public Water System, or obtaining water through fraudulent means is found and where apparatus, appliances, or conditions are, in the opinion of the General Manager or public health agencies, found to be dangerous or injurious to the Customer or others. Such Water Service that has been discontinued may be restored upon correction, to the satisfaction of the General Manager, of the condition causing discontinuance of Water Service, and upon compliance with all terms and conditions and payment of all applicable costs as set forth by the Districts most current Ordinance Prohibiting the Theft of Water and Tampering with District Facilities.

4.10 Enforcement of Lien. When a Customer's water bill becomes delinquent and/or when the District terminates Water Service as provided in Section 4.2 above, or when the District has determined that the recovery of the amount due may be uncertain due to abandonment of a premise and/or Water Service connection, then the District shall cause to be filed with the Sacramento County Recorder's Office a Notice of Lien, setting forth the legal description of the property, the amount of the obligation owed, specifying that the same is owed to the District, and that all delinquent service charges, together with late fees, penalties and interest, are a lien against the premise to which the service was provided.

4.11 Release of Lien. A Notice of Lien, filed with the Sacramento County Recorder's Office, shall be released only after all past due obligations have been paid to the District. Once all past due balances have been settled with the District, the District will submit a Release of Lien to the Sacramento County Recorder's Office, with any associated filing fees to be paid for by the Customer.

4.12 Abatement. During the period in which Water Service is discontinued, the dwelling shall be considered substandard and uninhabitable and habitation of the Premise by human beings or continued operations of any commercial or industrial facility shall constitute a public health threat. The District shall notify the City of Elk Grove of any service that remains discontinued after three (3) days of the shut-off date.

4.13 Discontinuance of Water Service of any Type at the Request of the Customer: Restoration of Service. Water Service of any type may be discontinued at the request of the Customer in writing. The effective date shall be the date Water Service is actually discontinued and shall not be more than three (3) business days after receipt by the District of the Customer's request for discontinuance. Restoration of such Water Service shall be treated as a request for a new service

and shall require all such deposits and payments as set forth in the Districts most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

SECTION 5. SPECIAL WATER SERVICE AND PUBLIC FIRE HYDRANTS

5.1 Temporary Water Service. Requests for temporary Water Service may be made in writing to the General Manager of the District. If, in the opinion of the General Manager, the Water Service will not result in any undue hardship to existing Customers, and the Water Service is feasible to construct, temporary service will be granted after the requestor has:

1. Advanced to the District the estimated net cost of installing the facilities necessary to furnish the temporary Water Service; and
2. Deposited a sum of money equal to the estimated bill when the duration of Water Service is to be for a period of one (1) month or less, subject to adjustment and refund or repayment in accordance with the actual bill due upon discontinuance of Water Service; or
3. Established credit in the same manner as is prescribed for general Water Service when the duration of Water Service is to exceed one (1) month.

Adjustment of any difference between the estimated net cost advanced and the actual cost of installing and removing the facilities necessary to furnish the temporary Water Service will be made within ten (10) days after the District has ascertained such actual cost.

Rates and charges for temporary Water Service shall be the same as those prescribed in the District's current Ordinance governing Water Rates. For example, if the temporary Water service is for Residential Water Service, the rates and charges for temporary Water Service shall be the same as the rates and charges for Residential Water Service. If the temporary Water Service is for Non-Residential Water Service, or Irrigation Water Service, or Fire Protection Service, the rates and charges for temporary Water Service shall be the same as the rates and charges for Non-Residential Water Service, Irrigation Water Service or Fire Protection Service respectively. The provisions for temporary Water Service shall be the same as those prescribed for general Water Service.

5.2 Construction Water. The District shall permit authorized applicants to take water for construction use from designated public fire hydrants in accordance with the requirements set forth below.

1. Applicants wishing to use District water for construction purposes shall complete a Construction Water Permit. A Construction Water Permit may be obtained from the District Office. Payment details and terms and conditions for Construction Water are identified on the Construction Water Permit.
2. The Construction Water Permit shall identify the designated hydrant(s) from which to obtain Construction Water.

3. Construction Water obtained from the District shall be metered and the Public Water System protected against potential backflow. The District shall be responsible for installing a water meter and an approved backflow prevention device on the designated hydrant(s).
4. Prior to Construction Water being taken, the District shall document the initial meter reading and the meter serial number. At the closing of the Construction Water Permit, the District shall document the final meter reading.
5. The applicant of the Construction Water Permit shall be billed based on the total consumption of water as determined between the initial and final meter readings.
6. The rates and charges for Construction Water shall be set forth in the most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.
7. The provisions set forth in the District’s most current Ordinance prohibiting the Theft of Water and Tampering with District Facilities shall be in full force for the taking of Construction Water.

In the event that there is an order by the Board or the State of California restricting water usage, the District reserves the right to disallow Construction Water usage until such restrictions are lifted.

5.3 Public Fire Hydrants. Public fire hydrants are part of the Public Water System, and are the property of the District. Except for the provision governing Construction Water defined in Section 5.2, only the District and the Fire Department are permitted to operate public fire hydrants. Tampering with any public fire hydrant for the unauthorized use of water, or any other reason, is a misdemeanor as provided by California Penal Code § 148.4 and 498, and the provisions set forth in the District’s most current Ordinance prohibiting the Theft of Water and Tampering with District Facilities shall be in full force.

5.4 Private Fire Hydrants. The District serves private fire protection water mains through points of connection to the Public Water System. Fire hydrants located on private fire protection water mains are private fire hydrants and are not the responsibility of the District.

SECTION 6. METER INSTALLATION AND METERING

6.1 Meter Sizing, Location, and Maintenance. All meters shall be provided and installed by the District. The Customer may request the size and layout of metering installation, subject to the General Manager’s approval. The standard minimum size meter is one (1) inch, which will normally be used for single-family residences. Separate multi-family residential structures shall be served with separate meters; however, exceptions may be permitted where approved by the General Manager.

Wherever possible, meters will be located in the public right-of-way adjacent to the boundary of the Premises being served. Where this is not feasible, the meter will be located within the parcel being served with approval by the General Manager and a water easement granted which provides for uninterrupted access, 24 hours per day, seven (7) days per week, 365 days per year. The

Customer shall, as a condition of service, keep the metering installation uncovered and reasonably accessible for reading and maintenance. It is the responsibility of the Customer to keep the meter free from vandalism, damage or unauthorized use or tampering. For any damage to the Public Water System property or violating any of the provisions of this Ordinance, the Customer shall become liable to the District for any expense, loss or damage occasioned by reason of such damage or such violation.

6.2 Change of Meter Size. A Customer receiving Water Service may request a change of meter size. If the request for the meter change is granted by the General Manager, the change will be made at the Customer's expense based on the incremental cost difference for meter connection sizes as set forth in the District's most current Connection Fee Study, and subject to installation in accordance with the District Standard Construction Specifications.

6.3 Change of Meter Location. When a Customer requests relocation of an existing meter or service connection for the Customer's convenience, the relocation is at the Customer's expense and shall be subject to approval by the General Manager. Relocation and installation of the meter shall be in accordance with the District Standard Construction Specifications and this Ordinance.

6.4 Meter Reading. Meters will be read at regular intervals for preparation of monthly bills and as needed for opening or closing accounts, or any special bills. Normal reading intervals will be not less than 28 days or more than 32 days, unless other circumstances prevent meter reading in that time frame. All meter readings will be recorded in units of CCF.

6.5 Meter Testing. Meters will be tested by the District upon request of the Customer and payment of a fee, as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits. Meters will be removed for testing within ten (10) working days after receipt of request, and payment of the testing fee. In the event it is determined that the meter was over-reading (reading greater than the actual quantity of water consumed), the testing fee shall be refunded to the Customer. No portion of the fee shall be refunded in the event it is determined that the meter was reading accurately or under-reading.

6.6 Erroneous Meter. If the District finds a meter to be faulty, the Customer shall be charged at minimum, the fixed charge and any water consumption registered during that time. If there is no registered water consumption, the Customer shall be charged only the fixed charge and the faulty meter will be changed out.

6.7 Electrical Discontinuity. No electric circuit shall be grounded to the District's facilities or to any plumbing or metal in contiguity therewith. For any damage to the Public Water System property or violating any of the provisions of this Ordinance, the Customer shall become liable to the District for any expense, loss or damage occasioned by reason of such damage or such violation.

SECTION 7. PUBLIC WATER SYSTEM CONSTRUCTION

7.1 Supervision. All construction work performed on the Public Water System shall be the responsibility of the District, and under the general supervision of the General Manager.

7.2 Standard Construction Specifications. The General Manager shall cause the preparation of appropriate Standard Construction Specifications to govern construction improvements to the Public Water System. All construction improvements to the Public Water System shall comply with the Standard Construction Specifications. Any changes to the Standard Construction Specifications shall be approved by the Board.

7.3 Plan Check. The District shall check all plans for construction improvements to the Public Water System in accordance with the Standard Construction Specifications described in Section 7.2. Prior to the commencement of plan checks, the District shall be in receipt of the Plan Check Fees as set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits.

7.4 Inspection and Approval: Payment of Inspection Fees. The General Manager shall provide for the adequate inspection and control of construction work performed on the Public Water System. Construction improvements to the Public Water System must comply with the District's Standard Construction Specifications, and meet all applicable local, state and federal regulations. All inspections shall be performed only after receipt of inspection fees included as part of the Plan Check Fees set forth in the District's most current Water Ordinance – Schedule of Charges, Rates, Fees and Deposits. For construction improvements to be accepted by the District, the General Manager shall give written approval and acceptance of the work.

SECTION 8. ANNEXATION FOR WATER SERVICE.

8.1 Conditions of Annexation. When, for the purpose of receiving Water Service from the District, the owner of property located adjacent to, but outside the District, desires the annexation of that property into the District, that person shall submit a letter of request to initiate the annexation action. That letter shall state the reason for requesting annexation. It shall include the legal description of the property and shall be signed by the legal owner of the property. Such a letter, when received by the District, will be placed on the agenda as an action item for the Board. If the request is approved, the District will initiate a response letter to the owner setting forth step-by-step the procedures required to complete the annexation. The required steps are as follows:

1. **Feasibility Study** - A feasibility study will be conducted by the District at the cost of the owner of the property to be annexed and is a requirement for every annexation unless the Board, by special action, approves a variance to the procedure. The feasibility study must be comprehensive enough to pinpoint any problems that might occur as a result of the annexation. It must specify the location, size, and length of any lines required to serve the area and it must provide the estimated cost of providing any required facilities.
2. **Terms and Conditions** - A set of terms and conditions will be prepared by the District using information from the feasibility study. These terms and conditions will set forth the actions required to provide adequate service in the areas being annexed and will state the amount of the fees to be paid by the owner of the property, either by acreage, parcel or frontage, when agreement has been reached on the terms and conditions for annexation. The fees may vary depending upon the nature of the development plan for the area being annexed and the cost of providing facilities for the area.

3. Conformance with the First Amended and Restated Master Water Agreement – The annexation of property must conform to all terms and conditions stated in the First Amended and Restated Master Water Agreement between Sacramento County Water Agency and the District, dated June 28, 2002.
4. Processing Through the Sacramento Local Agency Formation Commission (LAFCO) - When agreement on terms and conditions has been reached and the acreage fees are paid or arrangements for payment of acreage fees had been reached and included in terms and conditions, the attorney for the District prepares all other necessary documents for the submission to, and consideration of the annexation by LAFCO. This service is provided at the expense of the property owner.

Should a request for the annexation of a particular property be disapproved, a letter shall be sent to the property owner notifying him of the Board's action and setting forth the reason for disapproval.

SECTION 9. WATER CONSERVATION AND EFFICIENCY

9.1 General. The water supply of the District is a limited resource subject to ever increasing demands. The District will institute demand management measures, those water conservation measures, programs and incentives that prevent the waste of water and promote the reasonable and efficient use of available water supply, when necessary to conserve water in times of high demand due to external or internal circumstances. External circumstances could include drought, while internal circumstances could include infrastructure or main line leaks, well repair or water quality/treatment concerns.

9.2 Demand Management Measures and Water Waste Prohibitions. Refer to the most recent Urban Water Management Plan (UWMP) to review the current demand management measures and water waste prohibitions. The UWMP is updated every 5 years; this plan describes and evaluates sources of supply, reasonable and practical efficient uses, and reclamation and demand management activities. The components of the UWMP are specific to local characteristics and its capabilities to efficiently use and conserve water. The plan addresses measures for residential, commercial, governmental, and industrial water demand management as set forth in California Water Code Article 2 (commencing with Section 10630) of Chapter 3. At all times the District encourages efficient use, described as the management measures that result in the most effective use of water so as to prevent its waste or unreasonable use/unreasonable method of use, and prohibits water waste.

ORDINANCE NO. 09.18.19.02

**AN ORDINANCE OF THE FLORIN RESOURCE
CONSERVATION DISTRICT BOARD OF DIRECTORS
AMENDING AND REPLACING ORDINANCE NO. 12.19.18.01, EXHIBIT A,
FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
WATER ORDINANCE – SCHEDULE OF CHARGES, RATES, FEE AND DEPOSITS**

WHEREAS, Government Code Sections 66013 and 66016 authorize the Florin Resource Conservation District (FRCD) to adopt a resolution or ordinance to establish and impose water service fees and charges for its water enterprise the Elk Grove Water District (EGWD); and

WHEREAS, the FRCD Board of Directors (“Board of Directors”) adopted Ordinance 12.19.18.01 on December 19, 2018, establishing the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits; and

WHEREAS, Government Code Sections 36900 and 53069.4 authorizes the FRCD/EGWD to charge fines and penalties for the violation of any FRCD/EGWD ordinances; and

WHEREAS, the Board of Directors wishes to amend and replace Ordinance No. 12.19.18.01, Exhibit A; and

WHEREAS, the provision for Delinquent Shut Off will now read as follows: “Water service may be discontinued if payment of a delinquent bill is not received by the due date listed on the Notice of Pending Service Interruption (door tag). To avoid service discontinuance, or to have discontinued service restored, the Customer must pay in full the following charges: 1) the amount of the unpaid bill; 2) a \$25.00 door tag fee; and 3) a late payment penalty of \$100.00”; and

WHEREAS, the above-described data sets forth reasonable cost estimates for the District’s provision of the miscellaneous water service fees and charges and establishes that the proceeds generated by the fees and charges do not exceed the total of the estimated costs.

NOW, THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS HEREBY DETERMINES AND ORDAINS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Amendment to the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits. The Florin Resource Conservation District/Elk Grove Water District Water Ordinance Schedule of Charges, Rates, Fees and Deposits is hereby amended.

Section 3. Amendment. Exhibit A of Ordinance 12.19.18.01 is hereby amended and replaced with the attached Exhibit A.

Section 4. California Environmental Quality Act Compliance.

(a) Pursuant to California Public Resources Code Section 21080(b)(8), the District's adjustments to the water capacity charges and meter installation charges are not subject to the requirements of the California Environmental Quality Act. In accordance with Section 21080(b)(8), the District finds and determines that these adjustments constitute the modification of charges to meet operating expenses and for obtaining funds for capital projects necessary to provide and maintain water services within the District's service area.

(b) District staff is hereby directed to file a Notice of Exemption with the Sacramento County Clerk with three (3) business days after adoption of this Ordinance.

Section 5. Ordinance Effective Date. This ordinance shall take effect 30 days from and after the date of its adoption.

PASSED AND ADOPTED by the Florin Resource Conservation District Board of Directors on this 18th day of September 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Nelson
Chairperson of the Board of Directors

ATTEST:

Stefani Phillips
Secretary to the Board of Directors

EXHIBIT “A”

**FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
WATER ORDINANCE**

“SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS”

[Attached behind this cover page]

Florin Resource Conservation District / Elk Grove Water District
Water Ordinance
Schedule of Charges, Rates, Fees, and Deposits

1. Account Set-Up Fee. A new occupant of a residence will be considered a new account and will be charged an account set-up fee of \$30.00
2. Returned Check Service Charge. Any person who submits to the District a check for which there are insufficient funds shall be subject to a charge of \$35.00, in addition to the amount of the check.
3. 24-Hour Turn-On Fee. \$100.00 shall be charged to a realtor or other responsible party for the temporary turn-on of water service at a vacant property for the purposes of inspection.
4. Over the Phone Payments. A \$5.00 credit card processing fee shall be charged for payments made by telephone.
5. Photocopies. A per-page fee of ten cents for black and white copies and fifteen cents for color copies shall be charged for copies provided in response to a Public Records Act request or other requests for substantial photocopy services.
6. Delinquency Shut-Off. Water service may be discontinued and a late payment penalty will be assessed to the customer's account if payment of a delinquent bill is not received by the due date listed on the Notice of Pending Service Interruption (door tag). To avoid service discontinuance, or to have discontinued service restored, the Customer must pay in full the following charges:
 - a. The amount of the unpaid bill,
 - b. \$25.00 door tag fee, and
 - c. A late payment penalty of \$100.00.

During the door tag period, discontinuance of service may be avoided by payment of the unpaid bill and the \$25.00 door tag fee. All of the forgoing fees must be paid in cash, cashier's check, money order or credit card only.
7. Change of Meter Size or Location. When a Customer requests a change of meter size or relocation of an existing meter or service connection for the Customer's convenience, the change will be made by the District and billed to the Customer at a time and materials costs.
8. Testing of Meters and Fire Flow. Meters will be tested upon request of the Customer and payment of the cost of the test and District staff's time at the hourly rate of \$47.00. If the meter is faulty, fees will be waived. Fire flows shall be tested upon request of the Customer and payment of a fee of \$156.00.
9. Backflow Tag Fee. All Customer backflow devices installed and tested, whether by the District or by a contractor, are assessed a \$25 tag fee.
10. Meter Re-read. A meter may be re-read upon request of the Customer. The first re-read will be performed at no charge. Each subsequent re-read with-in a 12-month period from the date of the first re-read, will be subject to a charge of \$25.00.
11. Plan Check Fees for Water Systems Extensions. Any person required by this Ordinance to have plans checked shall deposit with the Elk Grove Water District the following fee or fees for the service:
 - a. Irrigation only: \$500.00
 - b. One lot, building unit, or EDU: \$500.00
 - c. Two to Nine lots, building units, or EDUs: \$2,000.00
 - d. Ten or more lots, building units, or EDUs: \$5,000.00

This deposit will serve as credit towards fees for plan check, inspection, engineering and administrative costs of the project and actual fees will be calculated on a time and material basis. Expenses incurred beyond the deposit will be billed monthly and the project will not be accepted by Elk Grove Water District until all outstanding balances have been paid. Credits not used after acceptance of a project shall be refunded to the project.

11. Construction and other temporary services. Rates for construction and other temporary water service rendered for street paving, grading and trench flooding, and water delivered to tank trucks from fire hydrants or other outlets for such purposes, are as follows:

Permits will be charged an installation and removal charge of \$194.00 and a weekly rental fee of \$50.00 for use of the District's equipment (e.g., meter; reduced pressure backflow device). Charges for water actually used will be billed at the non-residential rate.

The applicant for temporary service shall be required to deposit with the District the amount of \$2,000.00. Upon permit expiration, the Contractor should bring the water meter used for the permit into the District where a final meter reading will be collected. The District will determine if additional monies or a refund is due, and collect the amount or process a refund. If a refund is owed, a check will be prepared and mailed to the Contractor.

12. Fines for Violation. Any violation of this Ordinance shall be subject to a fine in the amount of \$100.00 for the first occurrence, \$200.00 for the second occurrence within one year and \$500.00 for each additional occurrence within one year.

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **REGULAR BOARD MEETING LOCATION AND SCHEDULE**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors discuss and provide direction to staff.

SUMMARY

The Florin Resources Conservation District (FRCD) Board of Directors (Board) has expressed interest in holding the FRCD Regular Board Meetings at the Cosumnes Community Services District (CCSD) board room.

By this action, the Board will discuss the agenda item and provide direction to staff.

DISCUSSION

Background

FRCD has held all meetings including the Regular Board Meetings at the Elk Grove Water District (EGWD) for the past four (4) years. During this time, the FRCD Regular Board Meetings have been held on the third Wednesday of each month. Previously, the FRCD Regular Board Meetings were held at the CCSD board room, on the fourth Wednesday of each month, because the CCSD held their Board meetings on the first and third Wednesdays of each month.

After a fire demolished the CCSD building, the FRCD began using the conference room at the EGWD administration building and changed their meeting day to the third Wednesday of each month. By changing the meeting day, it allowed more flexibility for Board members and staff to attend the CCSD Regular Board Meetings and the Elk Grove City Council Meetings held on the fourth Wednesday of each month, as well as providing enough time to issue bill inserts to EGWD customers, when necessary.

Present Situation

Recently, the CCSD held their grand opening of the new CCSD building. Since then, the Board has expressed interest in holding the FRCD Regular Board Meetings back at the

REGULAR BOARD MEETING LOCATION AND SCHEDULE

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CCSD board room. Associated with the location change, the FRCD Board will need to consider changing the FRCD Regular Board Meeting day from the third Wednesday of each month to another suitable day because this day is in conflict with the CCSD's Board Meeting day. The Board will also need to consider which meeting day will allow a sufficient amount of time to prepare and distribute bill inserts, should action be taken at a Regular Board Meeting that impacts the EGWD rate payers.

At the August 21, 2019 Regular Board Meeting, the Board requested to bring this item back to the September meeting as two (2) Board members were absent and were not able to participate in the discussion.

Staff is asking the Board to discuss this agenda item and provide direction to staff.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item complies with the District's Business Practice goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

If the Board takes action to use the CCSD board room, the financial impact on the EGWD Fiscal Year 2019-20 Operational Budget will be approximately \$150 per meeting for one (1) of the CCSD's staff member's time.

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Human Resource Administrator
SUBJECT: **BOARD OF DIRECTORS HEALTH BENEFITS POLICY**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 09.18.19.01, establishing a Board of Directors Health Benefits Policy.

SUMMARY

The Florin Resource Conservation District (District) Board of Directors (Board) appointed a Board of Director Benefits Ad-hoc Committee (Committee) to work with staff to establish a benefits package and policy to bring to the full Board for consideration of adoption.

By this action, it is recommended that the Board adopt Resolution No. 09.18.19.01, establishing a Board of Directors Health Benefits Policy (Policy).

DISCUSSION

Background

At the December 20, 2017 Regular Board Meeting, staff presented a schedule of benefits provided to staff that could also be offered to the Board. These benefits include seven (7) group medical plan options, dental, vision, life insurance, and Employee Assistance Program (EAP).

Staff presented the following policy provisions provided by Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA):

- Selection of benefits for the Board of Directors may be the same as provided to the employees, or the Board may choose to limit the selection of benefits, including the group medical plans.
- Each director may enroll in the entire benefit package selected by the Board or he or she must waive the entire benefit package (medical, dental, vision, life insurance and EAP, respectively) for the remainder of the term he or she are serving.
 - The waiver will express that the director is opting out due to being opposed to using District funds.

BOARD OF DIRECTORS HEALTH BENEFITS POLICY

Page 2

- If a director declines to sign that waiver, the District would be disqualified from the medical incentive rates currently afforded to the District.
- The dental plan is non-voluntary for eligible dependents.
 - Should an eligible dependent not enroll, the dental plan would be subject to a voluntary plan conversion as well as increased dental plan rates.

The Board unanimously agreed to move forward with board of director benefits and appointed a Committee, comprised of Chairperson Tom Nelson and Vice-Chairperson Bob Gray, to work with staff to establish a benefits package and develop a policy.

The Committee met with staff on Wednesday, January 24, 2018, to review the benefits currently provided to employees. Chairperson Tom Nelson presented statistics he received from ACWA/JPIA regarding director benefit coverage. ACWA/JPIA reported there is 269 districts that are members of their healthcare benefits and 238 of those districts have reported some level of director coverage. Of those 238 districts, 401 directors are enrolled in various healthcare benefits. The Committee agreed on a conservative benefit package for the Board to consider.

At the February 21, 2018 Regular Board Meeting, the Committee recommended the following Board of Director Health Benefit's package:

1. Medical Benefits

The lowest cost medical plan, excluding the Consumer Driven Health Plans.

2. Dental Benefits

Delta Dental PPO

3. Vision Benefits

Vision Service Plan (VSP)

The Board approved the Board of Director Health Benefit's package as presented and directed staff to work with the Committee to develop a Policy.

BOARD OF DIRECTORS HEALTH BENEFITS POLICY

Page 3

Present Situation

On June 28, 2019, the District received a report from the Sacramento County Grand Jury (Grand Jury) entitled *The Florin Resource Conservation District – A Case of Mistaken Identity?* (Report). This report was reviewed and discussed at a Special Board Meeting of the Board on July 31, 2019 as well as a Regular Board Meeting on August 22, 2019.

One of the findings from the Report was that after voting to award health benefits to Board members, no further action was taken, no policies were created, and no health insurance benefits were awarded to Board members. The Board could institute health benefits for themselves with no further public discussion. The Grand Jury recommended that the Board should rescind its vote approving health benefits for Board members, by September 30, 2019, since no action has ever been taken to implement them.

Staff worked with ACWA/JPIA and Lars Reed, Liebert Cassidy Whitmore (LCW) legal to develop a draft Policy to review with the Committee. During this process, ACWA/JPIA presented several recent provisional changes, which will provide more flexibility for the enrollment of the Director benefits. Staff also learned that ACWA/JPIA will not allow the District to only offer the lowest costing medical plan and explained that the District must offer the Board the same medical plans as presented to the employees.

The Policy (attached) now includes the following provisions, which are prescribed by ACWA/JPIA:

- Board of Director Benefits are for Directors only.
- Each Director now has the choice of electing all benefits: medical, dental, and vision, or select only the benefits he or she desire.
- Directors are eligible for group medical, dental, and vision insurances if he or she are not covered by other group or individual healthcare insurance. Note: Medicare, Tricare, or Medicaid enrollment does not void eligibility for District healthcare benefits.
 - Directors must sign a Declaration of Non-Coverage (Attachment A),
- District may not offer the lowest costing medical coverage exclusively.
- District must offer all plans that are offered to employees.
 - District medical cap will apply, which means if a Director elects a medical plan that has a premium with a cost higher than the medical cap, he or she will be responsible for the difference.

BOARD OF DIRECTORS HEALTH BENEFITS POLICY

Page 4

- Consumer Driven Health Plans are included in the group medical plans offered to Directors, which means the District would provide a contribution towards a Health Savings Account (HSA) as long as the cost for the premiums remain below the medical cap.
- Each Director can waive all benefits, or selected benefits, i.e., dental only.
 - The waiver, titled Health Insurance Declination Form (Attachment B), will apply for the remainder of the year unless a mid-year qualifying event occurs, i.e., Director loses health benefit coverage.
 - If a Director waives medical insurance, then the Director shall sign the waiver claiming he or she has other medical coverage.
- COBRA must be offered to Directors upon separation, if elected.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item is not reflected in the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

If benefits are afforded to the Board, all costs will depend on the benefits offered and the number of directors signing up for these benefits. The potential cost ranges from \$9,400 to \$131,000 per year, respectively.

Respectfully Submitted,



STEFANI PHILLIPS,
HUMAN RESOURCE ADMINISTRATOR

Attachments

RESOLUTION NO. 09.18.19.01

**A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION
DISTRICT BOARD OF DIRECTORS ESTABLISHING A BOARD
OF DIRECTORS HEALTH BENEFITS POLICY**

WHEREAS the Florin Resource Conservation District (“District”) offers medical, dental, and vision insurance benefits to its employees;

WHEREAS the District is informed that, out of 269 agencies that receive healthcare benefits through the Association of California Water Agencies Joint Powers Insurance Authority, 238 agencies report some level of coverage for directors;

WHEREAS the District desires to maintain benefits coverage that is commensurate with the prevailing industry norms;

WHEREAS the District wishes to establish a policy regarding health insurance benefits for members of the Board of Directors;

NOW THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE:

SECTION 1. The Board of Directors hereby adopts the foregoing recitals as true and correct, and incorporates them herein by reference.

SECTION 2. The Board of Directors hereby adopts and enacts the Board of Directors Health Benefits Policy attached hereto as Exhibit “A”.

SECTION 3. The Secretary to the Board of Directors shall certify to the adoption of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

Tom Nelson
Chairperson of the Board of Directors

Attest:

Stefani Phillips
Secretary to the Board of Directors

Approved as to form:

Richard E. Nosky, District Legal Counsel

Policy Type: Florin Resource Conservation District Board of Directors
Policy Title: Board of Directors Health Benefits Policy
Date Adopted: September 18, 2019
Resolution No: 09.18.19.01
Date Amended: XXXX

I. PURPOSE

This document provides information regarding the current group medical, dental, and vision insurances offered by the Florin Resource Conservation District (“District”) to the members of its Board of Directors (“Directors”).

II. POLICY

- A. The District offers group medical, dental, and vision insurances for Directors, as set forth below.
- B. State and/or federal laws govern some of these benefits, while others are determined by the District or governed by a benefit provider. This policy does not describe all the exclusions, limitations, or conditions of the listed benefit programs. Should there be a discrepancy between the provisions of this policy and a provision of an applicable law, benefit plan, or contract, then the law, plan document, or contract will prevail. The benefits are each administered by the District or its designated administrators. The District reserves the exclusive authority and discretion to determine eligibility, interpretation and administration of each benefit.

III. GROUP MEDICAL INSURANCE

- A. Eligibility
 - 1. Directors are eligible for group medical insurance coverage under the District offered plans available to District employees.
 - 2. Directors are eligible for group medical insurance coverage if he or she are not covered by other group or individual healthcare insurance, excluding: Medicare, Tricare, or Medicaid (Medi-Cal) and will be required to sign a Declaration of Non-Coverage. Declaration of Non-Coverage form may be found as Attachment A.
 - 3. Directors should verify eligibility for coverage before undergoing treatment in order to ensure that the particular treatment is covered by the group medical insurance plan.
- B. Coverage Effective Date: Group medical insurance coverage begins on the first day of the month following each Director’s oath of office.
- C. Coverage: Coverage shall be in accordance with the terms of the group medical insurance plan as it exists. Coverage under this policy is for Directors only and does not extend to spouses, registered domestic partners, family members or dependents.
- D. District Contribution
 - 1. The District’s contribution to group medical insurance premiums will be as set forth in the District’s Summary of Benefits provided to Directors during open enrollment. The District reserves the right to eliminate or modify any of its benefits at any time.

2. For Directors using the Consumer Driven Health Plan (CDHP) a Health Savings Account (HSA) is incorporated.

An HSA is tax-exempt for contributions, earnings and withdrawals for qualified medical expenses. An HSA is only offered in conjunction with a Consumer Driven Health Plan (CDHP), and can be saved and used to pay for future qualified medical expenses.

3. Upon separation from the District, continuance of group medical insurance coverage will be provided under COBRA, if elected.

E. Director Contribution

1. The District provides annual maximum contributions toward group medical insurance premiums for eligible Directors. Directors are responsible for premium contributions exceeding the annual maximum contribution in any given year.
2. For further information regarding annual maximum contributions or other questions regarding group medical insurance coverage, please contact the Human Resources Administrator.

IV. GROUP DENTAL INSURANCE

A. Eligibility:

1. Directors are eligible for group dental insurance coverage under the District offered plan available to District employees.
2. Directors are eligible for group dental insurance coverage if he or she are not covered by other group or individual healthcare insurance and will be required to sign a Declaration of Non-Coverage.

B. Coverage Effective Date: Group dental insurance coverage begins on the first day of the month following each Director's oath of office.

C. Coverage: Coverage shall be in accordance with the terms of the group dental insurance plan as it exists. Coverage under this policy is for Directors only and does not extend to spouses, registered domestic partners, family members or dependents.

D. District Contribution

1. The District will pay the group dental insurance plan premiums for Directors. The District reserves the right to eliminate or modify any of its benefits at any time.
2. In the event of any increase in group dental insurance plan premiums, Directors may be required to contribute to the cost of increased premiums to the same extent as employees.
3. Upon separation from the District, continuance of group dental insurance plan coverage will be provided under COBRA, if elected.

4. For further information regarding group dental insurance, please contact the Human Resources Administrator.

V. GROUP VISION INSURANCE

A. Eligibility:

1. Directors are eligible for group vision insurance coverage under the District offered plan available to District employees.
2. Directors are eligible for group vision insurance coverage if he or she are not covered by other group or individual healthcare insurance and will be required to sign a Declaration of Non-Coverage.

B. Coverage Effective Date: Group vision insurance coverage begins on the first day of the month following each Director's oath of office.

C. Coverage: Coverage shall be in accordance with the terms of the group vision insurance plan as it exists. Coverage under this policy is for Directors only and does not extend to spouses, registered domestic partners, family members or dependents.

D. District Contribution

1. The District will pay the group vision insurance plan premiums for Directors. The District reserves the right to eliminate or modify any of its benefits at any time.
2. In the event of any increase in group vision insurance plan premiums, Directors may be required to contribute to the cost of increased premiums to the same extent as employees.
3. Upon separation from the District, continuance of group vision insurance plan coverage will be provided under COBRA, if elected.
4. For further information regarding group vision insurance, please contact the Human Resources Administrator.

VI. WAIVER OF HEALTH BENEFITS

A. Directors may opt out of receiving specific benefits under this policy (group medical, dental, or vision insurance coverage), or opt out of the entire benefit package, by submitting a signed written Health Insurance Declination Form (Waiver) to the District's Human Resources Administrator. Waiver may be found as Attachment B.

B. A Waiver under this section shall be effective until the next annual open enrollment period or until the end of the Director's current elective term of office, whichever comes first. However, a Director who has waived benefits and who subsequently loses alternative coverage shall be entitled to enroll in the benefits plan under this policy at any time during the year as a mid-year qualifying event (Qualifying event).

VII. CHANGES TO HEALTH BENEFITS AND OPEN ENROLLMENT

A. Open enrollment will be held once per year.

B. Directors with a Qualifying event, as defined by federal law, may make a change to their benefits selection by contacting the Human Resources Administrator within 30 days of the Qualifying event to obtain an enrollment form.

- C. Directors with a non-qualifying event, such as an address change, must also contact the Human Resources Administrator as quickly as possible.

ATTACHMENT A – Declaration of Non-Coverage

ATTACHMENT B – Health Insurance Declination Form

DECLARATION OF NON-COVERAGE

I, _____, understand that District offered group medical, dental, and vision insurances are to provide basic healthcare benefits for Florin Resource Conservation District Board of Directors not covered by other group or individual healthcare insurance. Note: Medicare, Tricare, or Medicaid (Medi-Cal) enrollment does not void eligibility for District healthcare benefits.

I declare that currently I am not covered under any other healthcare benefits for the following:

_____ Medical Insurance Benefits

_____ Dental Insurance Benefits

_____ Vision Insurance Benefits

I understand misrepresenting non-coverage of healthcare insurance voids eligibility in receiving District offered group medical, dental, and vision insurances, and may result in responsibility to repay benefits paid on behalf of the Director.

I declare that by checking any of the above District offered group medical, dental, or vision insurances, I am eligible to receive said benefits.

Signature

Date

Print Name



Health Insurance Declination Form for Directors
Applicable to Standard and Incentive Rate Member Agencies

Please fill in information for all persons waiving coverage

Member Agency _____

Director Name _____ SSN _____

Begin & End Dates of Term _____

_____ **Waive Medical (if available to Directors)**

_____ **Waive Dental (if available to Directors)**

_____ **Waive Vision (if available to Directors)**

_____ **Waive EAP (if available to Directors)**

I, the undersigned, understand that I must have **other medical coverage** in order to waive coverage through ACWA JPIA. My signature below declares that I am enrolled in other medical coverage.

I also understand that by opting out of any plan(s) I will **not** have the opportunity to enroll in a plan through ACWA JPIA until **Open Enrollment** or unless I experience a **mid-year qualifying event**.

_____ **Waive Life (if available to Directors)**

I, the undersigned, understand that Director Life Insurance is only guaranteed issue when newly eligible, so waiving life insurance is for the entire term in office. There will be **no** opportunities to enroll at **Open Enrollment** or through a **mid-year qualifying event**.

Director Signature

Date

Agency Representative Signature

Agency Representative Name & Title

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR THE UNIDIRECTIONAL FLUSHING PROGRAM**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute a professional services agreement with West Yost Associates in an amount not-to-exceed \$84,000 for the preparation of a Unidirectional Flushing Program.

SUMMARY

Results of the Unidirectional Flushing (UDF) Pilot Program conducted last fiscal year were successful in clearing sediment from water mains in two (2) areas of Service Area 1. As a result, Elk Grove Water District (EGWD) staff would like to proceed with a UDF Program throughout all of Service Area 1. The Professional Services Agreement (PSA) with West Yost Associates (West Yost) is for an amount not-to-exceed \$84,000. The cost of UDF has been budgeted for in the approved Fiscal Year 2019-20 Operating Budget. Staff requests the Florin Resource Conservation District (FRCD) Board of Directors (Board) authorize the General Manager to execute the PSA (attached).

DISCUSSION

Background

Periodic flushing of the water distribution system is a good practice that clears water mains of sediment buildup and promotes excellent water quality. During the recent five-year drought, the EGWD implemented a moratorium on water system flushing as part of its water conservation practices. With the drought behind us, EGWD conducted a UDF Pilot Program last year in two (2) areas of its distribution system to determine if EGWD should perform UDF throughout all of Service Area 1. UDF is a method of water main flushing that isolates pipeline segments by systematically opening and closing pipeline valves. The UDF method achieves higher water velocities in mains than conventional flushing, providing more scouring to flush sediment and dirty water out of the mains. EGWD contracted with West Yost, a consulting engineering firm with expertise in UDF, who developed the UDF Pilot Program. The results of the UDF Pilot Program were successful, and UDF did an exceptional job of cleaning pipes in the two (2) pilot areas.

PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR THE UNIDIRECTIONAL FLUSHING PROGRAM

Page 2

Present Situation

EGWD staff would like to proceed with a UDF Program throughout all of Service Area 1. Service Area 1 contains the older portion of EGWD's water distribution system and the pipes in Service Area 1 are in greater need of systematic flushing than Service Area 2. The water distribution system in Service Area 2 is relatively new, by comparison, and does not require this level of flushing at this time.

Staff proposes to use West Yost on a sole-source procurement basis to develop the UDF Program for Service Area 1. Per the EGWD's Professional and Consultant Services Agreements Policy, a sole source procurement is justified if, a) no other reasonable alternative source exists that meets the EGWD's requirements, and b) only one (1) source meets the business needs of the EGWD.

West Yost has demonstrated unique expertise in UDF. In the June 2016 edition of the Opflow Journal published by the American Water Works Association (AWWA), an article on UDF written by West Yost engineers Charles Duncan, P.E., and Brenda Estrada, P.E. was published. The Opflow Journal is well respected by those who work within the water industry. Articles submitted for consideration in the Opflow Journal must undergo a rigorous peer review by industry professionals before AWWA will publish the articles. A published article in Opflow shows that AWWA, the water industry's leader, recognizes the authors' expertise in the subject matter they have written about.

It is also noteworthy that last fiscal year, West Yost developed a UDF Pilot Program for EGWD that was highly successful, and is the basis of staff's recommendation to perform a Service Area 1 UDF Program. From the UDF Pilot Program, West Yost has already developed the water model necessary for the Service Area 1 UDF Program. Developing an accurate water model is a time-consuming task and forms the basis of a successful UDF Program. Without an accurate water model, velocities cannot be properly calculated in pipeline segments to ensure adequate scouring is achieved in the water mains. The investment EGWD has already made with West Yost for the water model is a key consideration for sole-sourcing the PSA to West Yost, as no other reasonable alternative source of the water model exists. West Yost is the one source that meets the unique business need related to a UDF program for EGWD's Service Area 1.

ENVIRONMENTAL CONSIDERATIONS

The PSA with West Yost is for engineering services only, and therefore, does not have environmental considerations.

**PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES FOR
THE UNIDIRECTIONAL FLUSHING PROGRAM**

Page 3

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. The Strategic Plan, under the Operations section, identifies the responsibility of Operations to supply safe and potable drinking water to the public. Maintaining a clean water distribution system fulfills this mandate.

FINANCIAL SUMMARY

The execution of the PSA with West Yost will cost EGWD an amount not-to-exceed \$84,000. This cost has been budgeted for in the approved Fiscal Year 2019-20 Operating Budget.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachment

**FLORIN RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING CONSULTANT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of July, 2019 by and between the Florin Resource Conservation District, a resource conservation district organized under the laws of the State of California with its principal place of business at 9257 Elk Grove Boulevard, Elk Grove, California (“District”) and West Yost Associates, a California corporation, with its principal place of business at 2020 Research Park Drive, Suite 100 Davis CA, 95618 (“Consultant”). District and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain engineering consultant services required by District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering consultant services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services with the Unidirectional Flushing Program for Service Area 1 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the engineering consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date that the Agreement is executed by both Parties until May 31, 2020 or the Services are completed (whichever occurs first), unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District. Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless District from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless District from any penalty issued to District under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

- 3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule of Services, District shall respond to Consultant’s submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are as follows: Charles T. Duncan, PE.
- 3.2.5 District’s Representative. District hereby designates Mark J. Madison, or his designee, to act as its representative for the performance of this Agreement (“District’s Representative”). District’s Representative shall have the power to act on behalf of District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than District’s Representative or his or her designee.

- 3.2.6 Consultant's Representative. Consultant hereby designates Charles T. Duncan, PE, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by members of the subject profession practicing under similar circumstances at the same time and in the same locality. With respect to the Services provided by the Consultant only, no warranty, express or implied, is included or intended by this Agreement. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall exercise the normal Standard of Care to keep itself informed of and in compliance with all applicable and non-conflicting local, state and federal laws, rules and such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers,

employees and agents free and harmless, pursuant to the indemnification provision of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1. Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. In addition, Consultant shall not allow any sub-consultant to commence work on any subcontract until it has provided evidence satisfactory to District that the sub-consultant has secured all insurance required under this section.

3.2.10.2. Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence and in the aggregate. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

- (d) **Professional Liability:** Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.11 Endorsements.

The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (b) Automobile Liability Insurance shall be endorsed to provide the following:

3.2.11.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

3.2.11.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

3.2.11.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

3.2.11.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.11.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

3.2.11.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

3.2.11.7 The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:

- a) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- b) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.11.8 The policy or policies of insurance required by Section 3.2.10.2 (d) Professional Liability shall be endorsed, as follows:

- a) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.

3.2.11.9 Deductible. Any deductible or self-insured retention must be approved in writing by District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.10 Evidence of Insurance. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.11 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

3.2.11.12 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.11.13 Insurance for Sub-consultants. All sub-consultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-consultant's policies.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall exercise the customary Standard of Care to be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not

exceed Eighty-Four Thousand Dollars (\$84,000) without written approval of District's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.
- 3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.
- 3.3.5 [reserved]
- 3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1. Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2. Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: West Yost Associates
2020 Research Park Drive, Suite 100
Davis, CA 95618
Attn: Charles T. Duncan, PE

District: Florin Resource Conservation District
9257 Elk Grove Boulevard
Elk Grove, CA 95624
Attn: Mark J. Madison, P.E.

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1. Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant (or any sub-consultant) prepares or obtains pursuant to this Agreement and that release to the matters covered hereunder ("Documents & Data") shall be the property of the District. District shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.

3.5.3.2. Confidentiality. Project related documents including, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

- 3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- 3.5.6 Indemnification. To the extent allowed by California Code 2782.8, consultant shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and sub-consultants arising out of or in connection with the performance of the Services, the Project or this Agreement, Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials, officers, employees, agents or volunteers. Consultant's obligations to defend, hold harmless, and indemnify the District shall not apply to the extent the liabilities are caused by the sole or gross negligence of the District.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.
- 3.5.9 Time of Essence. Time is of critical importance for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-consultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

- 3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

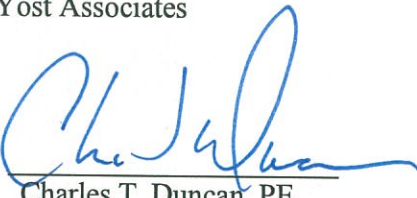
3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signature page follows]

Florin Resource Conservation District

West Yost Associates

By: _____
Mark J. Madison, P.E.
General Manager

By: 
Charles T. Duncan, PE
President

Attest:

By: _____
Stefani Philips
District Clerk

Approved as to Form:

By: _____
Richard E. Nosky, Jr.
Attorney for Florin Resource Conservation District

Please forward all invoices to accountspayable@egwd.org.

The Consultant has provided a proposal which combines the scope of services, schedule of services and compensation into one document. Therefore, references to Exhibit A, Exhibit B and Exhibit C in the contract shall refer to the Consultant's proposal dated 4/19/2019 (attached).

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION



April 19, 2019

SENT VIA: EMAIL

Mr. Bruce Kamilos
Assistant General Manager
Elk Grove Water District
9257 Elk Grove Blvd.
Elk Grove, CA 95624

SUBJECT: Proposal for Engineering Services - Development of a Unidirectional Flushing Program for Service Area 1

Dear Bruce:

In response to your request, West Yost Associates (West Yost) is pleased to submit this proposed scope of work and corresponding cost estimate to provide engineering services associated with the development of a Systemwide Unidirectional Flushing Program (UDF Program or Project) for Service Area 1 within the Elk Grove Water District (District).

BACKGROUND

West Yost understands that the District's objective for this Project is to complete the unidirectional flushing program in Service Area 1. Historically, poor water quality has been experienced in Service Area 1 due to high levels of iron and manganese from local groundwater supply. However, water quality in the area has significantly improved since the construction of the Railroad Treatment Plant, but the District believes there still may be latent pockets of poor water quality within the service area. In October 2018, the District requested West Yost to develop a Pilot UDF Program to assist with evaluating the potential effectiveness of a systematic, targeted flushing program for Service Area 1.

Based on the considerable aesthetic water quality improvements that were observed during the Pilot UDF Program conducted in March 2019, the District has requested West Yost to develop a Systemwide UDF Program for the entire of Service Area 1. The proposed scope of work for this Project is detailed below.

SCOPE OF WORK

The scope of work for the UDF Program includes the following key tasks: UDF Program Development, UDF Program Flush Journal, and Project Management. We have provided our proposed scope of work detailed below for each task.

Task 1. UDF Program Development

Upon receiving notice to proceed, West Yost will outline preliminary flush zones that are individually supplied by a clean water source (typically defined as the water supply sources or transmission pipelines 12-inches in diameter or greater) for the District to review and confirm. It is assumed that the primary water supply will be the Railroad Treatment Plant, and no wells will be operating during flushing. Flush zones would be designed such that they can be reasonably flushed within two days, assuming eight hours per day. The UDF Program flush zones will build upon the pilot areas evaluated during the Pilot UDF Program.

West Yost will use the District’s hydraulic model updated during the Pilot UDF Program to understand flow direction patterns and confirm the distribution of clean water from the source within Service Area 1. West Yost will then utilize the InfoWater® UDF Module to identify flushing sequences, valves to be opened or closed, and to assure that adequate water and pressures are available to attain desired flushing velocities. The UDF Program will be designed using the following criteria:

- Pipeline diameter to be flushed includes 4-inch through 12-inch diameter pipelines.
- Minimum and desired flush volumes are 1 and 3 volumetric turnovers, respectively.
- Desired pipeline flushing length is 1,200 feet or less based on standard UDF practice. Ideal pipeline flushing will be determined using the UDF Module.
- Maximum flushing length up to 2,000 feet, if necessary.
- Minimum required residual pressure (at each flowing hydrant) during flushing is 25 pounds per square inch (psi).
- Minimum required system pressure within each flush zone during flushing is 30 psi.
- Optimal flushing velocity ranges from 5 feet per second (ft/s) to 10 ft/s (shown below).

1.0 ft/s	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0
Inadequate Velocity (less than 3 ft/s)		Acceptable Non-Optimal (3-5 ft/s)		Optimal Range (5-10 ft/s)				Acceptable Non-Optimal (10-12 ft/s)		Velocity Too High (over 12 ft/s)	
Acceptable Range (3-12 ft/s)											

West Yost will use the UDF Module to develop and identify which fire hydrants and valves should be manipulated for proper cleaning and scouring of pipes. Excessive pressure drops will be avoided and no customers will be cut off from water supply. Sequences will generally progress from a clean supply source to the periphery of the system, and from large diameter mains to small diameter mains. West Yost will use the hydraulic model to identify concerns with pressure increases and develop mitigating measures to prevent excessive pressure spikes and minimize impacts to older pipelines.

West Yost will use a key design goal in the development of the sequences by minimizing hydrant and valve operations (to increase efficiency of field crew time), while achieving an optimum

velocity for pipeline scouring and cleaning. Each sequence will be designed so that all pipeline segments experience the target velocity to the extent possible. In some cases, hydraulic limitations may prevent adequate velocities. Typically, 2-5 percent of pipelines (by length) may experience velocities less than the optimum velocities. West Yost will use industry best practices to balance the sequences to flush as many feet of pipeline as possible.

The following items will be computed by the UDF Module for each sequence: minimum flushing time, total flushing volume and pipe length, flushing velocity of every pipe in the sequence, and available flow at the minimum residual pressure. However, the target flow rate and minimum flushing time will need to be confirmed in the field by field crews using the desired target flushing velocity, the District's knowledge of existing pipeline conditions (i.e., internal scale buildup), and field charts developed by West Yost during the Pilot UDF Program.

West Yost assumes a maximum of six (6) business days of rework based on feedback from the District staff during their review of the Draft Flush Journal and field implementation. Rework is anticipated if valves or hydrants that have been included in a sequence cannot be found or are not usable. The District will note the flush zone, sequence number, location, and unique ID of the asset that cannot be used and will inform West Yost immediately. West Yost will rework the sequence(s) and provide an alternate suggestion for execution in the field. Every effort will be made to rework the sequence during the same work day, and within 1-2 business days at the latest, if the issue is encountered during the field flushing.

Task 1 Deliverables: Electronic (PDF) copy of a map presenting the boundaries of the proposed flush zones will be submitted to the City for review.

Task 2. UDF Program Flush Journal

West Yost will provide two levels of UDF mapping: an overview map for each flush zone and a detailed flush journal for each sequence similar to the Pilot UDF program. Overview maps will show the flush sequences grouped and color coded in sequential order. In an emergency, the overview map helps to quickly determine which sequence(s) should be flushed.

Detailed flush journals will contain information on the hydrant(s) being flushed and the valve(s) that require operation. The flush journals will be provided as produced by the InfoWater® UDF Module and will not explicitly define the target pipeline diameter(s) on each sheet. Additionally, the default InfoWater® UDF print settings may result in flush journal maps that are plotted at a scale where valve operations from previous operations are not visible. The District will identify which sequences should be manually plotted to a scale which allows the user to discern all valve operations and provide the replot requests to West Yost during review of the Draft Flush Journal (see Task 3). It is assumed that no more than 25% of the draft sequences will require manual plotting.

Background layers for the maps will utilize a road layer to display street names and a parcel/building layer to display parcel/building boundaries. All maps will be provided in Portable Document Format (PDF).

Task 2 Deliverables: Electronic (PDF) copies of: (1) the overview map for each flush zone; and (2) detailed flush journals for each sequence.

Task 3. Project Management

West Yost will provide overall project management activities to keep this project on schedule and within budget. Communication of the UDF Program results and progress will generally be provided via emails. It is assumed that one conference call will be held following submission of the Draft Flush Journal to discuss any adjustments required to finalize the proposed UDF sequences.

Task 3 Deliverables: Monthly invoicing.

COMPENSATION

Based on the scope of work described above, West Yost will perform Tasks 1 through 3 for a not-to-exceed budget of \$84,000. The proposed budget by task is summarized below in Table 1. A detailed budget estimate and West Yost's 2019 Billing Rate Schedule are provided as attachments.

Table 1. Summary of UDF Program Costs		
Task	Description	Budget, dollars
1	UDF Program Development	63,100
2	UDF Program Flush Journal	18,700
3	Project Management	2,200
Total		\$84,000

Any additional services not included in Tasks 1 through 3 will be performed only after receiving written authorization and a corresponding budget increase from the District.

SCHEDULE

West Yost understands the District's desire to have this work completed and available for the 2020 fiscal year. Once the District confirms this proposed scope of work, a project schedule will be developed and submitted to the District for review.

West Yost appreciates this opportunity to continue to provide the District with engineering assistance, and we look forward to working with you again on this Project. Please call me if you have any questions or would like any additional information.

Sincerely,

WEST YOST ASSOCIATES



Charles T. Duncan, PE
President
RCE #55498

West Yost Associates PROJECT: UDF Program	PE/PS/PG I \$249 AWK	AE/AS/AG I \$208 KNT	AE/AS/AG II \$194 NPH	ESG I \$157 DMK	Labor		Costs		
					Hours	Fee	Sub. w/ markup 10%	Other Direct	Total Costs
Task 1 UDF Program Development									
1.01 Identify Flush Zones	2	4			6	\$ 1,330			\$ 1,330
1.02 Set-up Sequences	16	60	120	80	276	\$ 52,304			\$ 52,304
1.03 Sequence Rework		8	40		48	\$ 9,424			\$ 9,424
Subtotal, Task 1 (hours)	18	72	160	80	330				
Subtotal, Task 1 (\$)	\$ 4,482	\$ 14,976	\$ 31,040	\$ 12,560		\$ 63,058			\$ 63,058
Task 2 UDF Program Flush Books									
2.01 Prepare Overview Maps		8		24	32	\$ 5,432			\$ 5,432
2.02 Prepare Draft Flush Books	4	12		16	32	\$ 6,004			\$ 6,004
2.03 Prepare Final Flush Books	4	12		24	40	\$ 7,260			\$ 7,260
Subtotal, Task 2 (hours)	8	32	0	64	104				
Subtotal, Task 2 (\$)	\$ 1,992	\$ 6,656		\$ 10,048		\$ 18,696			\$ 18,696
Task 3 Project Management									
3.01 Invoicing	1	6			7	\$ 1,497			\$ 1,497
3.02 Conference Calls (1)	1	2			3	\$ 665			\$ 665
Subtotal, Task 3 (hours)	2	8	0	0	10				
Subtotal, Task 3 (\$)	\$ 498	\$ 1,664				\$ 2,162			\$ 2,162
TOTAL (hours)	28	112	160	144	444				
TOTAL (\$)	\$ 6,972	\$ 23,296	\$ 31,040	\$ 22,608		\$ 83,916			\$ 83,916

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$26 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

- B. EMPLOYEE HIRED AUTO**
- C. EMPLOYEES AS INSURED**
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- E. TRAILERS – INCREASED LOAD CAPACITY**
- F. HIRED AUTO PHYSICAL DAMAGE**
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

- I. WAIVER OF DEDUCTIBLE – GLASS**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. AUTO LOAN LEASE GAP**

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

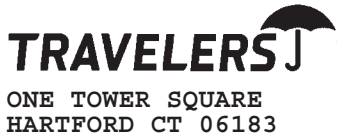
- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB4J358415

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Mark J. Madison, General Manager
SUBJECT: **SACRAMENTO CENTRAL GROUNDWATER AUTHORITY FISCAL YEAR 2019-20 CONTRIBUTION**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to pay, under protest, the Fiscal Year 2019-20 contribution, in the amount of \$46,829, to Sacramento Central Groundwater Authority.

SUMMARY

On January 30, 2019, the Florin Resource Conservation District Board of Directors (Board) conducted a Special Board Meeting to reconsider the withholding of the Florin Resource Conservation District/Elk Grove Water District's (District) annual contribution to the Sacramento Central Groundwater Authority (SCGA) for Fiscal Year (FY) 2018-19. During that discussion, the Board instructed the General Manager to make the payment, under protest, and to present future annual contribution requests from SCGA to the Board for consideration.

On June 10, 2019, SCGA adopted the proposed FY 2019-20 budget, which specified the contribution amounts from member agencies, including the District. The contribution amount for the District is \$46,829.

This item is brought before the Board to comply with the Board's previous direction. It is recommended that the Board authorize the General Manager to pay, again under protest, the FY 2019-20 contribution, in the amount of \$46,829, to SCGA.

DISCUSSION

Background

On August 8, 2018, Sacramento County invoiced the District \$45,460 for its annual contribution toward the SCGA FY 2018-19 budget.

On September 19, 2018, the Board convened on this matter and determined that the District would pay a lesser amount due to concerns that the allocation of contribution amounts by the member agencies did not comply with the provisions of Section 8 of the

**SACRAMENTO CENTRAL GROUNDWATER AUTHORITY FISCAL YEAR 2019-20
CONTRIBUTION**

Page 2

SCGA Joint Powers Agreement (JPA).

At the SCGA Board meeting on November 14, 2018, a draft letter was proposed to the SCGA Board requesting that the District reconsider the amounts withheld and pay the full annual contribution amount of \$45,460. This item was approved by the SCGA Board and the District subsequently received that letter on November 29, 2018.

On December 12, 2018, the SCGA Board also took action to approve an amendment to SCGA Policy 100.1. This amendment generally gave the SCGA Board the authority to suspend an SCGA member that has not paid their full annual contribution amount after receiving a 30-day Notice of Violation (NOV).

On January 10, 2019, the District received an NOV from the SCGA. The NOV had an effective date of January 10, 2019 and required the District to fully pay the annual amount by February 9, 2019.

On January 30, 2019, the Board reconsidered the matter and decided to make the SCGA FY 2018-19 annual contribution under protest. That payment, in the amount of \$45,460, was made on February 6, 2019. During that meeting, the Board also instructed the General Manager to present future annual contribution requests from SCGA to the Board for consideration.

Present Situation

On June 10, 2019, the SCGA adopted the proposed FY 2019-20 budget, which specified the contribution amounts from member agencies, including the District. The contribution amount for the District is \$46,829.00, which includes a Base Contribution amount, a Connection Contribution amount, and a Groundwater Usage contribution amount.

The assessment for these contribution amounts are derived from several changes made to the SCGA's budget revenue structure made in 2016. These changes, in our opinion, do not comply with the provisions of Section 8 of the JPA. For this reason, the District has been advocating for the SCGA to complete a new rate study, which includes a new rate structure that is equitable and comports with the JPA. SCGA has initiated this new rate study, although it has not yet been completed.

Despite staff's opinion that there are numerous problems with the current allocations of member contributions, staff recommends that the District pay the FY 2019-20 contribution, under protest, to prevent being suspended from participating in SCGA. The

August 21, 2019

**SACRAMENTO CENTRAL GROUNDWATER AUTHORITY FISCAL YEAR 2019-20
CONTRIBUTION**

Page 3

SCGA is presently completing a Strategic Plan and it is possible that improvements to SCGA could come about from the development of that Strategic Plan. The District is, and has been, a strong voice in effectuating potential improvements with SCGA, and it is vital that the District remain a voting member on the SCGA Board.

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with this item.

STRATEGIC PLAN CONFORMITY

This item complies with the District's Strategic Plan as the Strategic Plan specifically recommends an ongoing goal of participating with the Sacramento Central Groundwater Authority as a means of facilitating groundwater banking.

FINANCIAL SUMMARY

Funds for the full contribution amount of \$46,829 have been budgeted for, and approved, in the EGWD's FY 2019-20 Operating Budget.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/bk

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **STATUS UPDATE ON ACTION ITEMS FOLLOWING THE 2019 GRAND JURY REPORT – THE FLORIN RESOURCE CONSERVATION DISTRICT – A CASE OF MISTAKEN IDENTITY?**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

On June 28, 2019, the Florin Resource Conservation District (District) received a report from the Sacramento County Grand Jury (Grand Jury) entitled *The Florin Resource Conservation District – A Case of Mistaken Identity?* (Report). This Report was reviewed and discussed at a Special Board Meeting of the District Board of Directors (Board) on July 31, 2019.

From the direction provided by the Board at that meeting, the proposed responses were drafted, presented and approved by the Board at the Regular Board Meeting on August 21, 2019 for submission to the Presiding Judge of the Sacramento County Superior Court. At the same meeting, the Board directed staff to prepare a standing agenda item to report back to the Board monthly updates on the status of the actions associated with selected recommendations and their due dates. This item is in compliance with that direction.

DISCUSSION

Background

On June 28, 2019, the District received a report from the Grand Jury entitled *The Florin Resource Conservation District – A Case of Mistaken Identity?* The Report was issued pursuant to a lengthy investigation by the Grand Jury following complaints of “alleged issues with a recent water rate increase (improper and misleading notices, procedural errors), problems with the composition of the Board of Directors, and a general lack of oversight by the Board of Directors.”

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On July 31, 2019, the Board conducted a Special Board Meeting to review the Report and entertain comments from the public. During that meeting, all of the Findings and Recommendations were discussed, and direction was provided to the General Manager regarding how the Board wanted to respond to each Finding and Recommendation.

From the direction provided by the Board at that meeting, the General Manager presented the proposed responses at the Regular Board Meeting on August 21, 2019, all of which were approved for submission to the Presiding Judge of the Sacramento Superior Court. The responses included the actions that the District would be taking relative to the recommendations made by the Grand Jury based on their findings.

Present Situation

The Recommendations that the District agreed to take action on, and their present status, is as follows:

Recommendation R2

The FRCD Board of Directors should complete its updated Strategic Plan by June 30, 2020. The new Strategic Plan should include a discussion of its long-term vision and its long-range mission. This discussion should include a comprehensive review of the mission of the FRCD, whether it should continue as an independent district (either as an RCD or a water district) or consolidate with another area water provider (such as SCWA Zone 40).

Due Date: June 30, 2020

Status: The District is presently preparing a new Strategic Plan scheduled for completion on or around February, 2020.

Recommendation R4

FRCD should review its actions during the most recent water rate study and rate increase approval, by June 30, 2020, to ensure that such future actions follow the protest period mandated under Proposition 218. Action should be taken to review and amend Board policies to ensure that future rate studies and proposals for rate increases conform to the procedures outlined in Proposition 218.

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Due Date: June 30, 2020

Status: District staff has started the process of reviewing and updating all Board policies and will develop and adopt a Board policy specific to ensuring that all future rate studies conform to the requirements and procedures outlined in Proposition 218. This policy will be completed before the due date as specified in the recommendation.

Recommendation R5

FRCD should review and amend, by December 31, 2019, contracting policies for professional and consultant services to address time limits, types of professional services and other requirements.

Due Date: December 31, 2019

Status: District staff has started to update the policy covering the Procurement of Professional and Consulting Services and will remove the reference to Section 37103 of California Government Code, which defines and generalizes the occupations that are classified as “professional services”. District staff has also started the process of reviewing all Board policies and will be updating the Board policy specific to the selection and retention of legal counsel, and will have this completed before the due date as specified in the recommendation.

Recommendation R6

FRCD should develop, by December 31, 2019, new policies relative to interim contracting for professional services for board approval. Minimize the use of interim contracts and maximize the use of standard contracts using a competitive process for professional services.

Due Date: December 31, 2019

Status: District staff has started to update the policy covering the procurement of professional and consulting services and will add a new section to address the interim contracting of professional services. The update to the policy covering the procurement of professional and consulting services will be completed before the due date as specified in the recommendation.

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Recommendation R7

FRCD should begin, by December 31, 2019, the process of planning and installing flowmeters in its main water transmission lines to monitor for breaks, pressure losses, etc. These monitoring devices should also be connected to an automatic alert system for on-call emergency employees.

Due Date: December 31, 2019

Status: The FRCD is currently exploring a pressure monitoring system that retrofits an existing hydrant with a pressure monitoring device. The device can be installed on a 2-1/2" nozzle of the hydrant and is battery operated with a 5-year life, eliminating the need for electrical infrastructure. The device samples pressure every few seconds and if the pressure falls outside a settable range, an alert is transmitted immediately via email message or text message.

Recommendation R8

FRCD should rescind its vote approving health benefits for Board members, by September 30, 2019, since no action has ever been taken to implement them.

Due Date: September 30, 2019

Status: This item is being presented to the Board on September 18, 2019 for consideration.

Recommendation R10

FRCD should establish policy, by December 31, 2019, to ensure a programmatic on-boarding process for new Board Members that includes both policy and operations. In addition, FRCD should establish, by December 31, 2019, a web-page with Board policies for public review.

Due Date: December 31, 2019

Status: This recommendation is partially complete. Staff has started the process of reviewing and updating all Board policies and will make sure that the Board policy specific

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to new Board member onboarding is completed before the specified due date. Staff has placed all Board policies online for public view.

Recommendation R11

FRCD should, on an ongoing basis, expand its outreach to its ratepayers, in order to increase their engagement with the business and activities of the district. This could include, but is not limited to, increased inserts with ratepayer’s monthly bills, enhanced web interaction, media outreach, such as a periodic column in the Elk Grove Citizen or other avenues, and practical workshops for ratepayers. FRCD should also engage with both the California Special Districts Association and the Institute for Local Government to learn about any other outreach efforts that are possible.

Due Date: Not Specified

Status: Work on this recommendation is underway. District staff actively participates in the Regional Water Efficiency Program Public Outreach Committee. A meeting was held September 3, 2019 to plan for the 2020 regional marketing plan, focusing on how to refresh the “Check and Save” campaign, hosting several regional events, developing “how-to” videos and sponsoring the Water Spots Video Contest in addition to advertising in local media. District staff will also be attending a workshop on September 11, 2019 hosted by California Public Information Officers (CAPIO) to learn about developing a 3-5 year Communications Plan.

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with this item.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/Elk Grove Water District’s (EGWD) 2012-2017 Strategic Plan. The Mission of the EGWD is stated as: “Committed to supplying our customers with high quality, safe water along with outstanding customer service for current and future generations.” This item conforms to that Mission statement and also conform to EGWD’s goals of Financial Stability, excellent Customer Service, and good Business Practices.

September 18, 2019

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FINANCIAL SUMMARY

There are no financial impacts associated with the proposed response at this time.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/pl

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **OUTSIDE AGENCY MEETINGS REPORT**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

The Outside Agency Meetings Report is a standing item on the Regular Board Meeting agenda.

Staff and Florin Resource Conservation District (FRCD) Board of Directors (Board) attended numerous outside agency meetings since the last Regular Board Meeting. This report is intended to inform the Board of any substantive content included in those meetings that potentially affect the Elk Grove Water District (EGWD).

DISCUSSION

Background

Per the Board's direction during the February 21, 2018 Regular Board Meeting, staff will report on the outside agency meetings that occurred since the previous Regular Board Meeting. This report has been designed to list the notable meetings attended, by either staff or Board members, and the report will be given orally by the staff or Board members in attendance.

Present Situation

The notable outside agency meetings attended since July 18, 2019 were as follows:

8/28/19 – Regional Water Authority (RWA) Executive Committee Meeting (Kamilos)

9/03/19 – Regional Water Efficiency Program Advisory Committee (RWEPAC)
Public outreach sub-committee meeting (Jones)

9/01/19 – California Public Information Officers (CAPIO) Comm. Workshop (Jones)

OUTSIDE AGENCY MEETINGS REPORT

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9/10/19 – RWEPCAC Meeting (Jones)

9/11/19 – Sacramento Central Groundwater Authority (SCGA) Regular Board Meeting (Madison, Kamilos)

9/16/19 – Meeting with Assemblymember Cooper’s Legislative Director (Madison, Jones)

9/18/19 – RWA Legislative Advocacy meeting (Jones)

Staff and Board members will orally present the major content items addressed in these meetings during the Regular Board Meeting.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

The District’s Strategic Plan addresses responsible business practices and the importance of providing the community with safe drinking water. Specifically, the Plan recommends an ongoing goal of participating with RWA and SCGA. Attendance at these meetings, and this monthly report, assists EGWD in maintaining sound business practices, delivering safe drinking water, and meeting all regulatory and legal requirements.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

September 18, 2019

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Sarah Jones, Program Manager
SUBJECT: **LEGISLATIVE UPDATE**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

Several bills are discussed that could potentially impact, or be of interest to, the Florin Resource Conservation District/Elk Grove Water District (District). Notably, AB 402 failed to pass the Senate Appropriations Committee. The bill would have required water providers to pay higher drinking water fees in order to subsidize counties that regulate small public water systems. SB 134, a bill intended to address “double jeopardy” for water loss in regards to the water budgets required in the water conservation legislation was signed into law on August 30, 2019. The legislative session concludes September 13, 2019 which is the last day for a bill to be passed.

The California Office of Environmental Health Hazard Assessment (OEHHA) recently released a draft assessment and data tool that ranks water quality, accessibility, and affordability. The drafts were released August 20, 2019 for a 60-day public comment period that is scheduled to close on October 21, 2019.

DISCUSSION

Background

The Board is periodically updated on legislative and regulatory issues.

Present Situation

Since 2012, California law (AB 685) has declared that every person in the state has a right to clean, safe, and affordable drinking water. In 2019, Governor Newsom signed SB 200 to provide funding to achieve the goal to “provide safe drinking water in every California community, for every Californian.”

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As part of its commitment to ensure that all Californians have access to clean, safe, and affordable water for household use, the State Water Resources Control Board (Water Board) enlisted the expertise of OEHHA to develop a framework and analytical methodology for assessing how the state's water systems are providing safe, accessible and affordable drinking water over time. OEHHA recently released a draft assessment and data tool to evaluate the degree to which individual water systems deliver clean, safe, affordable and reliable water to their customers. The scores range from 0 to 4, with 4 being the best possible score.

The drafts were released August 20, 2019 for a 60-day public comment period that is scheduled to close on October 21, 2019. They can be accessed at: <https://oehha.ca.gov/water/report/human-right-water-california>.

SB 134 (Hertzberg): Water conservation: water loss performance standards.

Status: August 30, 2019 - Approved by Governor and Chaptered by Secretary of State.

This bill is intended to address “double jeopardy” for water loss under the SB 555 standalone standard and water use efficiency under AB 1668/ SB 606. This bill would prohibit the Water Board from issuing an information order, written notice, or conservation order to an urban retail water supplier that does not meet its urban water use objective if the Water Board determines the supplier is not meeting its water use objective because the water loss exceeds the supplier’s standard for water loss and the Water Board is taking enforcement action.

AB 60 (Friedman): Water conservation: water meters: accuracy standards.

Status: May 17, 2019 - Failed deadline, but may be acted upon in January 2020.

Would require the State Energy Resources Conservation and Development Commission, on or before January 1, 2022, to adopt regulations setting standards for the accuracy of water meters, as specified. The bill would prohibit any water meter manufactured on or after the effective date of those regulations from being sold or offered for sale in the state, or installed by a water purveyor, unless it is certified by the manufacturer to be in compliance with those standards.

AB 134 (Bloom): Safe Drinking Water Restoration.

Status: July 10, 2019-Failed deadline, but may be acted upon in January 2020.

Would require the Water Board to report to the Legislature by July 1, 2025, on its progress in restoring safe drinking water to all California communities and to create an internet website that provides data transparency for all of the board’s activities described in this

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measure. The bill would require the Water Board to develop metrics to measure the efficacy of the fund in ensuring safe and affordable drinking water for all Californians.

AB 352 (Garcia, Eduardo) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.

Status: August 14, 2019 - From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred.

Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$3,920,000,000 pursuant to the State General Obligation Bond Law to finance a wildfire prevention, safe drinking water, drought preparation, and flood protection program. The bill would provide for the submission of these provisions to the voters at the November 3, 2020, statewide general election. The bill would provide that its provisions are severable.

AB 402 (Quirk): State Water Resources Control Board: local primacy delegation: funding stabilization program.

Status: August 30, 2019 - Failed to pass the Senate Appropriations Committee.

The bill would have allowed the Water Board to assess fees on all public water systems in order to subsidize the regulatory costs of Local Primacy Agencies (LPAs) that chose to participate in the funding stabilization program through the Safe Drinking Water Account, which largely consists of fees collected from all public water systems.

AB 441 (Eggman): Water: underground storage.

Status: May 17, 2019 - Failed deadline, but may be acted upon in January 2020.

Under current law, the right to water or to the use of water is limited to that amount of water that may be reasonably required for the beneficial use to be served. Current law provides for the reversion of water rights to which a person is entitled when the person fails to beneficially use the water for a period of five (5) years. Current law declares that the storing of water underground, and related diversions for that purpose, constitute a beneficial use of water if the stored water is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would instead provide that any diversion of water to underground storage constitutes a diversion of water for beneficial use for which an appropriation may be made if the diverted water is put to beneficial use, as specified.

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ACA 1 (Aguiar-Curry) Local Government Financing: affordable housing and public infrastructure: voter approval.

Status: August 19, 2019 - Adoption refused. Motion to reconsider made by Assemblymember Aguiar-Curry.

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

AB 1184 (Gloria) Public records: writing transmitted by electronic mail: retention.

Status: September 3, 2019 - Read second time. Ordered to third reading.

Would, unless a longer retention period is required by statute or regulation, or established by the Secretary of State pursuant to the State Records Management Act, require a public agency, for purposes of the California Public Records Act, to retain and preserve for at least two (2) years every public record, as defined, that is transmitted by electronic mail.

SB 1 (Atkins) Public records: writing transmitted by electronic mail: retention.

Status: September 10, 2019 - From committee with author's amendments. Read second time and amended. Re-referred to Committee of Natural Resources.

Would maintain the same standards of environmental protection provided for a number of federal laws that were in place before the Trump administration began on January 20, 2017, including baseline provisions of the Clean Water Act and Safe Drinking Water Act. The bill would provide implementing procedures for the acts to be instituted as they existed the day before Trump took office with the goal of preventing the erosion of the base of environmental laws in California. The Association of California Water Agencies and California Special Districts Association are both opposed to this bill.

Legislative Deadlines

Sept. 3-13 Floor session only. No committee may meet for any purpose, except Rules Committee, bills referred pursuant to Assembly Rule 77.2, and Conference Committees.

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Sept. 6 Last day to amend on floor.
Sept. 13 Last day for any bill to be passed. Interim Recess begins upon adjournment.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Tracking active legislation complies with the District's Regulatory Compliance goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



SARAH JONES
PROGRAM MANAGER