



### River Pines Public Utility District



#### REGULAR MINUTES

# Wednesday, November 16, 2022 ACTION MINUTES

1. CALL TO ORDER: The meeting was called to order by Chairman Raymond at 6:01 p.m.

2. ROLL CALL: Via Phone

Director John Chapman Director Karla Christensen Director Anita Ebbinghausen Director Roscoe Raymond Candi Bingham, General Manager – Via Phone Gisele Wurzburger, Board Clerk – Via Phone

**ABSENT:** Director Eric Rewitzer

3. PLEDGE OF ALLEGIANCE: Chairman Raymond led the Pledge of Allegiance.

#### 4. AGENDA:

Motion by Board Member Ebbinghausen, seconded by Board Member Chapman, and carried by a 4 to 0 vote to approve the Regular Agenda dated November 16, 2022 as presented. Motion passed by the following vote:

AYES: Chapman, Christensen, Ebbinghausen, Raymond

NOES: None ABSTAIN: None ABSENT: Rewitzer

# 5. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:

None.

6. MINUTES: Discussion / Approval.

a. October 19, 2022 Regular Meeting.

Motion by Board Member Chapman Rewitzer, seconded by Vice-Chairman Christensen, and carried by a 4 to 0 vote to approve the Minutes dated October 19, 2022 as presented. Motion passed by the following vote:

AYES: Chapman, Christensen, Ebbinghausen, Raymond

NOES: None ABSTAIN: None ABSENT: Rewitzer

#### 7. CONSENT ITEMS:

a. Monthly Financial Statements - Period Ending October 31, 2022.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

b. Expenditure Report - Submitted Check Approval through October 31, 2022.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

Motion by Board Member Chapman, seconded by Board Member Ebbinghausen and carried by a 4 to 0 vote to approve the Monthly Financial Statements and Expenditure Report - Period Ending October 31, 2022. Motion passed by the following vote:

AYES: Chapman, Christensen, Ebbinghausen, Raymond

NOES: None
ABSTAIN: None
ABSENT: Rewitzer

8. MONTHLY OPERATIONS REPORT: Discussion. Any matter requiring action will be placed on an upcoming agenda for consideration.

#### A. Monthly Operations Report.

## October 1 thru October 31, 2022 Water Production/Sold Information:

Well 2 -320,800 gallons Total Produced -1,144,661 gallons

Well 3R – 566,100 gallons Total Sold – 688,042 gallons

Well 6R – 257,761 gallons Unaccounted Loss - 40%

Staff Hours: Water 33.25 hours

#### October 1 thru October 31, 2022 Wastewater Production:

Influent flow: 908,900 gallons Effluent Discharged: 227,900 gallons

Staff Hours: Wastewater 54 hours

#### B. Monthly General Manager Report.

The Monthly General Manager Report included updates from the General Manager – see report for complete details.

General Manager Bingham reported that she conducted Office Manager applicants via Indeed Video. The new Office Manager will work with Michele Foyil until December 22.

#### 9. BOARD MATTERS: Discussion/Action.

#### a. Update on Solar Inquiry. Discussion.

Chairman Raymond reported he received only one copy of the Solar proposal. He stated he would provide General Manager Bingham a copy and suggested this item be placed on the next agenda for discussion and possible action.

No action was taken. This item was continued to the next agenda.

b. ARPA (American Rescue Plan Act) Funds. District Wishlist and Committee. Discussion/Action.

General Manager Bingham reported the County has recommended that two Board Members be appointed to put together the District \$100,000 wish list. This list must be in connection with water/sewer.

She suggested the following item:

- 1. Town Hall included as a community center that could benefit as shelter and a place for community shots such as COVID vaccinations.
- 2. Purchase two generators (\$30,000) needed for the lift station and replace those funds back to the LAIF account.
- 3. Replacement of the 6R mixing tank.
- 4. Lighting at the grinder stations by the road.
- 5. Backup 5HP motors for the sewer pond.

Chairman Raymond and Board Member Rewitzer were appointed to the ARPA Wishlist Committee. It was suggested the committee hold a meeting in the near future.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

General Manager Bingham stated she would prepare and post an agenda for this committee meeting.

#### c. Firehouse Repair. Discussion/Action.

General Manager Bingham reported the Amador Fire Council wants to see our Fire Station to determine if they can have a Fire Truck onsite in River Pines. She stated with the chlorine and tractor are located there and there may not be enough room to house a Fire Truck.

No action was taken.

d. Update Attorney's Response to CalPERS Requests that all Board Members receive a W-2 and that Social Security and Medicare be taken out of their Stipend Checks. Discussion.

General Manager Bingham reported CalPERS stated all Board Members should be receiving W-2's and have Social Security and Medicare deducted from their monthly stipend payments. The District's attorney informed staff stating the Board Members qualify for W-2's and that the Board Members could possibility be responsible to pay back Social Security and Medicare deductions for the full time as serving as a Board Member.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

Chairman Raymond made a motion if it is determined that Board Members are required to pay all previous Social Security and Medicare that the River Pines Public Utility District paid these taxes. The motion died for a lack of a second.

General Manager Bingham stated the District's Attorney was still working on this matter. She stated for transparency this item be continued to the next agenda.

No action was taken. This item was continued to the next agenda.

#### 10. BOARD OF DIRECTORS COMMENTS/REPORTS: Discussion Only.

a. Capital Improvements and general repairs necessary at the District. Continued Item.

Nothing to report.

#### 11. COMMITTEE COMMENTS/REPORTS: Continued Item.

Nothing to report

#### 12. FUTURE AGENDA TOPICS:

- 1. Solar Proposal.
- 2. Firehouse Repair.
- 3. Update Attorney's response to CalPERS requests that all Board Members receive a W-2 and that Social Security and Medicare be taken out of their stipend checks.
- 4. Committee's Recommendation for American Rescue Plan Act funds available for water, sewer, and broadband infrastructure.
- 5. November 8, 2022 Elections Results.
- 6. Board Member 3 Positions Vacant Letters of Consideration.
- 7. Appoint 3 New Board Members.
- 8. Appoint New Chairman and Vice-Chairman.

General Manager Bingham suggested the December 21 Board Meeting be cancelled due to the Christmas Holidays.

After some discussion it was the consensus of the Board to cancel the December Board Meeting to January 18, 2023.

ADJOURNMENT: The meeting adjourned at 6:48 p.m. to the scheduled meeting on January 18, 2023.

# River Pines Public Utility District Profit & Loss by Class November 2022

	Sewer	Water	TOTAL
Ordinary Income/Expense			-
Income			
Amador County Auditor's Warrant Secured Appointment	448.50	448.50	897.00
Total Amador County Auditor's Warrant	448.50	448.50	897.00
Base Fee Income		070.00	540.00
Maintenance Fees	-270.00	-270.00	-540.00
Sewer	16,098.25	0.00	16,098.25
Voluntary Lock-Off	105.00	105.00	210.00
Water	0.00	12,825.42	12,825.42
Total Base Fee Income	15,933.25	12,660.42	28,593.67
Interest Income	0.00	1.86	1.86
Variable Income		= 4 = 4 4	
Late Fees	493.99	515.04	1,009.03
Water - Usage	0.00	2,995.15	2,995.15
Total Variable Income	493.99	3,510.19	4,004.18
Total Income	16,875.74	16,620.97	33,496.71
Gross Profit	16,875.74	16,620.97	33,496.71
Expense			
Board Members			
Stipends	187.50	187.50	375.00
Total Board Members	187.50	187.50	375.00
Contracted Expenses			
Board Clerk	150.00	150.00	300.00
Manager	2,107.34	2,107.34	4,214.68
Office Staff	534.37	534.38	1,068.75
Total Contracted Expenses	2,791.71	2,791.72	5,583.43
•	2,701.71	2,731.72	3,303.43
Sewer Expenses			
Amador Water Agency			
After Hour On-Call	241.00	0.00	241.00
Mandated State Reporting	99.16	0.00	99.16
Operation Repairs	496.93	0.00	496.93
Routine Service	4,710.41	0.00	4,710.41
Total Amador Water Agency	5,547.50	0.00	5,547.50
Electricity - Sewer	1,826.70	0.00	1,826.70
Equipment Rental	1,435.23	0.00	1,435.23
SCADA Service	700.00	0.00	700.00
Sewage - Pump Service	685.00	0.00	685.00
Sewer - Parts/Supplies	439.15	0.00	439.15
Telephone - Sewer	248.94	0.00	248.94
Total Sewer Expenses	10,882.52	0.00	10,882.52
Water/Distribution Expenses			
Amador Water Agency			
After Hour On-Call	0.00	482.00	482.00
Customer Service	0.00	467.72	467.72
Mandatory State Reporting	0.00	99.16	99.16
Meter Reading	0.00	1,200.02	1,200.02
Operation Repairs	0.00	1,044.49	1,044.49
Rountine Service	0.00	3,442.18	3,442.18
Total Amador Water Agency	0.00	6,735.57	6,735.57
Electricty - Water	0.00	1,300.36	1,300.36
Parts/Supplies	0.00	78.45	78.45

# River Pines Public Utility District Profit & Loss by Class November 2022

	Sewer	Water	TOTAL
Permit Fees	0.00	200.00	200.00
SCADA Service	0.00	300.00	300.00
Telephone - Water	0.00	243.35	243.35
Total Water/Distribution Expenses	0.00	8,857.73	8,857.73
63300 · Insurance Expense			
Worker's Compensation	264.83	264.84	529.67
Total 63300 · Insurance Expense	264.83	264.84	529.67
64900 · Office Expenses			
Filing Fees	0.00	10.00	10.00
Membership Dues	822.50	822.50	1,645.00
Postage/Shipping	9.90	9.90	19.80
Software	69.98	70.00	139.98
Website Service	25.00	25.00	50.00
Total 64900 · Office Expenses	927.38	937.40	1,864.78
66700 · Professional Fees			
Legal Expenses	0.00	1,380.00	1,380.00
Security Service/Maintenance	1,967.28	1,967.28	3,934.56
Total 66700 · Professional Fees	1,967.28	3,347.28	5,314.56
68600 · Utilities			
Disposal	116.42	116.42	232.84
Electricty - Street Lights	57.58	57.58	115.16
68100 · Telephone - Office	29.09	29.09	58.18
Total 68600 · Utilities	203.09	203.09	406.18
Total Expense	17,224.31	16,589.56	33,813.87
Net Ordinary Income	-348.57	31.41	-317.16
Net Income	-348.57	31.41	-317.16

# **River Pines Public Utility District** Account QuickReport-Board Meetings As of November 30, 2022

Туре	Date	Num	Name	Memo	Amount
Bank Accounts				· · · · · · · · · · · · · · · · · · ·	
El Dorado Check	king				
Deposit	11/01/2022			Deposit	337.35
Deposit	11/01/2022			Deposit	147.26
Deposit	11/01/2022			Deposit	300.00
Check	11/01/2022	debit	Candi Bingham		-2,107.34
Deposit	11/02/2022		• • • • • • • • • • • • • • • • • • • •	Deposit	156.06
Deposit	11/02/2022			Deposit	963.40
Check	11/03/2022	debit	Aces Waste Services, Inc.	1175	-232.84
Deposit	11/04/2022			Deposit	653.34
Check	11/04/2022	debit	GetStreamline	Сороск	-50.00
Check	11/04/2022	debit	State Fund		-529.67
Check	11/04/2022	debit	Adobe PDF		-14.99
Bill Pmt -Check	11/07/2022	13846	Amador Water Agency	30018	-7.421.88
Bill Pmt -Check	11/07/2022	13847	Brent Stewart, P.E.	00010	-1,000.00
Bill Pmt -Check	11/07/2022	13848	California Special District Assoc.		-1,645.00
Bill Pmt -Check	11/07/2022	13849	Colantuono, Highsmith & Whatley, PC		-1,380.00
Bill Pmt -Check	11/07/2022	13850	Database Systems Corp.		-25.00
Bill Pmt -Check	11/07/2022	13851	Mission IT Solutions	New Serveer and cameras	-3.934.56
Bill Pmt -Check	11/07/2022	13852	Sweet Pea Ventures, Inc.	New Gerveer and Cameras	-685.00
Bill Pmt -Check	11/07/2022	13981	Amador Water Agency	30018	-6,814.02
Bill Pmt -Check	11/07/2022	13982	Anita Ebbinghausen	November Stipend - 2022	-75.00
Bill Pmt -Check	11/07/2022	13983	California Bank & Trust	1030264749	-890.00
Bill Pmt -Check	11/07/2022	13984	Eric Rewitzer'		-75.00
Bill Pmt -Check	11/07/2022	13985	Gisele L. Wurzburger	November Stipend - 2022	
Bill Pmt -Check	11/07/2022	13986	John Chapman	Board Clerk - November 2022	-300.00 75.00
Bill Pmt -Check	11/07/2022	13987	Karla Christensen	November Stipend - 2022	-75.00 -75.00
Bill Pmt -Check	11/07/2022	13988		Neverther Officer of 2000	-75.00 -75.00
Deposit Deposit	11/07/2022	13900	Rocky Raymond	November Stipend - 2022	-75.00
Check	11/08/2022	debit	Microsoft Office 205	Deposit	1,274.78
		debit	Microsoft Office 365	D	-99.99
Deposit	11/08/2022			Deposit	649.85
Deposit Check	11/08/2022	4-64	11000	Deposit	217.16
	11/09/2022	debit	USPS	<b>.</b>	-9.90
Deposit	11/09/2022			Deposit	158.31
Deposit	11/10/2022	4 - 1. 9		Deposit	189.00
Check	11/10/2022	debit	Michelle Foyil		-456.25
Deposit	11/14/2022			Deposit	234.09
Check	11/15/2022	debit	AT&T - Sewer	209 245-3984 701 9	-248.94
Check	11/15/2022	debit	AT&T - Water	209 245-4011 722 0	-243.35
Deposit	11/15/2022			Deposit	460.58
Deposit	11/15/2022			Deposit	303.49
Deposit	11/15/2022			Deposit	168.05
Bill Pmt -Check	11/16/2022	13990	Amador County Surveying Department	Circle Tank property Survey	-200.00
Bill Pmt -Check	11/16/2022	13991	Amador County Recorder	Record Survey for Circle Tank P	-10.00
Deposit	11/16/2022			Deposit	143.13
Deposit	11/17/2022			Deposit	3,728.24
Deposit	11/17/2022			Deposit	10.00
Deposit	11/18/2022			Deposit	147.82
Check	11/21/2022	debit	Candi Bingham		-2,107.34

# **River Pines Public Utility District** Account QuickReport-Board Meetings As of November 30, 2022

Туре	Date	Num	Name	Memo	Amount
Check	11/21/2022	debit	Michelle Foyil		-612.50
Deposit	11/22/2022		·	Deposit	526.01
Deposit	11/22/2022			Deposit	1,126.71
Deposit	11/22/2022			Deposit	1,177.63
Deposit	11/22/2022			Deposit	1,141.30
Check	11/23/2022	debit	USPS	•	-9.90
Deposit	11/23/2022			Deposit	1,331.87
Deposit	11/24/2022			Deposit	2,707.39
Deposit	11/25/2022			Deposit	607.71
Deposit	11/25/2022			Deposit	1,032.08
Deposit	11/26/2022			Deposit	5,191.20
Check	11/28/2022	debit	RingCentral	•	-58.18
Deposit	11/29/2022		•	Deposit	165.65
Deposit	11/29/2022			Deposit	200.00
Check	11/30/2022	debit	PG&E - Sewer	8721806002-5	-1,826.70
Check	11/30/2022	debit	PG&E - Water 2	2458584137-2	-890.86
Check	11/30/2022	debit	PG&E - Water	3357284549-4	-409.50
Check	11/30/2022	debit	PG&E - Street Lights	7368064062-7	-115.16
Deposit	11/30/2022		-	Deposit	658.53
Total El Dorado	Checking				-8,595.88
tal Bank Accoun	ts				-8,595.88
L					-8,595.8

# River Pines Public Utility District Profit & Loss by Class December 2022

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income Amador County Auditor's Warrant Secured Appointment	314.75	0.00	314.75
Total Amador County Auditor's Warrant	314.75	0.00	314.75
Base Fee Income Maintenance Fees Sewer Voluntary Lock-Off Water	640.00 16,218.94 105.00 0.00	640.00 0.00 105.00 12,834.78	1,280,00 16,218.94 210.00 12,834.78
Total Base Fee Income	16,963.94	13,579.78	30,543.72
Interest Income Town Hall Rental Variable Income	0.00 30.00	2.51 30.00	2.51 60.00
Door Hanger Fee Late Fees Water - Usage	0.00 382.29 0.00	50.00 366.47 1,531.12	50.00 748.76 1,531.12
Total Variable Income	382.29	1,947.59	2,329.88
Total Income	17,690.98	15,559.88	33,250.86
Gross Profit	17,690.98	15,559.88	33,250.86
Expense Board Members Stipends	187.50	187.50	375.00
Total Board Members	187.50	187.50	375.00
Contracted Expenses Manager Office Staff	1,053.67 350.00	1,053.67 350.00	2,107.34 700.00
Total Contracted Expenses	1,403.67	1,403.67	2,807.34
Payroll Employee Taxes	713.81 103.14	713.81 103.15	1,427.62 206.29
Total Payroll	816.95	816.96	1,633.91
Sewer Expenses Amador Water Agency After Hour On-Call Emergency Call-Out Operation Repairs Routine Service	237.00 330.25 550.44 4,269.93	0.00 0.00 0.00 0.00	237.00 330.25 550.44 4,269.93
<b>Total Amador Water Agency</b>	5,387.62	0.00	5,387.62
Equipment Rental SCADA Service Sewer - Parts/Supplies Telephone - Sewer Testing - Sewer	1,435.23 700.00 2,529.06 270.99 406.00	0.00 0.00 0.00 0.00 0.00	1,435.23 700.00 2,529.06 270.99 406.00
Total Sewer Expenses	10,728.90	0.00	10,728.90
Void Water/Distribution Expenses	0.00	0.00	0.00
Amador Water Agency After Hour On-Call Customer Service Rountine Service	0.00 0.00 0.00	474.00 528.85 2,456.73	474.00 528.85 2,456.73

# River Pines Public Utility District Profit & Loss by Class December 2022

	Sewer	Water	TOTAL
Total Amador Water Agency	0.00	3,459.58	3,459.58
Parts/Supplies	0.00	794.43	794.43
SCADA Service	0.00	300.00	300.00
Telephone - Water	0.00	265.21	265.21
Water Testing	0.00	263.00	263.00
Total Water/Distribution Expenses	0.00	5,082.22	5,082.22
64900 · Office Expenses			
Maintenace/Improvements	70.01	70.02	140.03
Postage/Shipping	4.95	4.95	9.90
Software	56.92	56.93	113.85
Supplies	70.01	70.02	140.03
Website Service	50.00	50.00	100.00
Total 64900 · Office Expenses	251.89	251.92	503.81
66700 · Professional Fees			
Legal Expenses	1,350.00	1,390.00	2,740.00
Total 66700 · Professional Fees	1,350.00	1,390.00	2,740.00
68600 · Utilities			
Disposal	115.54	115.54	231.08
Propane	<b>-</b> 551.07	0.00	-551.07
68100 · Telephone - Office	29.09	29.09	58.18
Total 68600 · Utilities	-406.44	144.63	-261.81
Total Expense	14,332.47	9,276.90	23,609.37
Net Ordinary Income	3,358.51	6,282.98	9,641.49
Other Income/Expense Other Income			
Wireless Site Lease	250.00	250.00	500.00
Total Other Income	250.00	250.00	500.00
Net Other Income	250.00	250.00	500.00
Net Income	3,608.51	6,532.98	10,141.49

# River Pines Public Utility District Account QuickReport-Board Meetings

Туре	Date	Num	Name	Memo	Amount
Bank Accounts		→ · : : : : : : :	— · · · · · · · · · · · · · · · · · · ·		
El Dorado Check	dina.				
Check	12/01/2022	debit	Streamline	141-5-14-	50.00
Check	12/01/2022	debit		Website	-50.00
Deposit	12/01/2022	debit	Aces Waste Services, Inc.	1175	-115.54
•	12/01/2022			Deposit	3,469.18
Deposit		-1-1-1s	0.10	Deposit	600.00
Check	12/02/2022	debit	Google Services		-73.86
Check	12/02/2022	debit	GetStreamline		-50.00
Check	12/02/2022	debit	Aces Waste Services, Inc.	1175	-115.54
Deposit	12/02/2022			Deposit	400.30
Deposit	12/05/2022			Deposit	632.74
Check	12/06/2022	debit	Candi Bingham		-2,107.34
Check	12/06/2022	debit	Adobe PDF		-14.99
Deposit	12/06/2022			Deposit	406.94
Deposit	12/06/2022			Deposit	499.91
Deposit	12/06/2022			Deposit	279.47
Deposit	12/07/2022			Deposit	3,366.91
Check	12/07/2022	debit	Lowe's	Heater & Light Bulbs	-140.03
Check	12/07/2022	debit	Petty Cash	Replenish Petty Cash	-100.00
Bill Pmt -Check	12/07/2022	14012	Aeration Industries International	Motor to replace failed motor	-1,828.52
Bill Pmt -Check	12/07/2022	14013	Amador Water Agency	30018	-11,777.40
Bill Pmt -Check	12/07/2022	14014	Anita Ebbinghausen	Stipend - December 2022	-75.00
Bill Pmt -Check	12/07/2022	14015	Brent Stewart, P.E.	Alarm Monitoring	-1.000.00
Bill Pmt -Check	12/07/2022	14016	California Bank & Trust	1030264749	-890.00
Bill Pmt -Check	12/07/2022	14017	california Laboratory Servics	Testing	-669.00
Bill Pmt -Check	12/07/2022	14018	Colantuono, Highsmith & Whatley, PC	Circle Property	-40.00
Bill Pmt -Check	12/07/2022	14019	Database Systems Corp.	Emergency Phone system	-25.00
Bill Pmt -Check	12/07/2022	14020	Eric Rewitzer	Stipend - December 2022	-75.00
Bill Pmt -Check	12/07/2022	14021	John Chapman	Stipend - December 2022	-75.00
Bill Pmt -Check	12/07/2022	14022	Karla Christensen	Stipend - December 2022	-75.00
Bill Pmt -Check	12/07/2022	14023	Rocky Raymond	December Stipend - 2022	-75.00
Bill Pmt -Check	12/07/2022	14024	Colantuono, Highsmith & Whatley, PC	Legal service for Board social se	-2.700.00
Check	12/07/2022	13995	Void	20901 0011100 101 20010 00010 00	0.00
Check	12/07/2022	13996	Void		0.00
Check	12/07/2022	13997	Void		0.00
Check	12/07/2022	13998	Void		0.00
Check	12/07/2022	13999	Void		0.00
Check	12/07/2022	14000	Void		0.00
Check	12/07/2022	14001	Void		0.00
Check	12/07/2022	14002	Void		0.00
Check	12/07/2022	debit	Petty Cash		-100.00
Check	12/07/2022	debit	Lowe's	Office Heater	-140.03
Deposit	12/07/2022	debit	LOWES		
Check	12/07/2022	eft	Alean Lanier	Deposit	643.88
Check	12/07/2022	eft			-506.83
Deposit	12/08/2022	GIL	Tax Impound	D'	-81.30
Deposit	12/08/2022			Deposit	2,259.45
•				Deposit	476.66
Deposit	12/09/2022			Deposit	940.44
Deposit	12/12/2022			Deposit	749.65

# River Pines Public Utility District Account QuickReport-Board Meetings

As of December 31, 2022

Туре	Date	Num	Name	Memo	Amount
Deposit	12/13/2022		-	Deposit	153.4
Deposit	12/13/2022			Deposit	775.2
Deposit	12/13/2022			Deposit	165.1
Deposit	12/14/2022			Deposit	709.3
Deposit	12/15/2022			Deposit	3,256.4
Deposit	12/15/2022			Deposit	1,745.0
Deposit	12/16/2022			Deposit	973.7
Check	12/16/2022	debit	Michelle Foyil		-400.0
Check	12/19/2022	debit	AT&T - Sewer	209 245-3984 701 9	-270.9
Check	12/19/2022	debit	AT&T - Water	209 245-4011 722 0	-265.2
Deposit	12/19/2022			Deposit	603.1
Deposit	12/20/2022			Deposit	147.7
Deposit	12/20/2022			Deposit	64.2
Deposit	12/20/2022			Deposit	464.
Deposit	12/21/2022			Deposit	1,259.2
Check	12/21/2022	eft	Alean Lanier	p	-752.7
Check	12/21/2022	eft	Tax Impound		-124.9
Deposit	12/22/2022			Deposit	3,583.6
Check	12/22/2022	debit	USPS		-9.9
Deposit	12/22/2022			Deposit	1,483.0
Deposit	12/23/2022			Deposit	6,869.4
Deposit	12/23/2022			Deposit	1,127.0
Check	12/27/2022	debit	RingCentral		-58.
Deposit	12/27/2022		·g	Deposit	168.2
Deposit	12/27/2022			Deposit	410.0
Deposit	12/28/2022			Deposit	329.2
Check	12/28/2022	debit	Michelle Foyil	Final Payment	-300.0
Deposit	12/30/2022			Deposit	387.9
Total El Dorado	Checking				14,318.
tal Bank Account	ts				14,318.
_					14,318.



## **River Pines Department Report**

November 1-30, 2022

#### Water Production/Sold

Well 2: 292,900 gallons Total Produced: 979,263 gallons

Well 3R: 515,200 gallons Total Sold: 603,324 gallons

Well 6R: 171,163 gallons Unaccounted Loss: 39%

### **Regulatory Compliance Specialist**

Submitted monthly water report

Submitted monthly wastewater reports and no spill report for CIWQS

#### Wastewater

• Influent flow 887,000 gallons. Effluent Discharged 524,400 gallons.

- Removed failed generator from Horseshoe Lift Station and installed rental.
- Installed new sewer service on Horseshoe.
- Removed failed mixer out of Pond A.
- Repaired chemical feeder at WWTP.

#### **Water Treatment / Distribution**

Nothing to report.

Staff Hours: 42 Water hrs. 50.5 Wastewater hrs.

Prepared by: Jessi Bylund, Administrative Assistant II

Reviewed by: Rick Ferriera, Operations and Engineering Manager

# **River Pines Department Report**

December 1-31, 2022

#### Water Production/Sold

Well 2:

252,700 gallons

Total Produced:

467,316 gallons

Well 3R:

440,000 gallons

Total Sold:

391,340 gallons

Well 6R:

170,616 gallons

Unaccounted Loss: 16%

## **Regulatory Compliance Specialist**

Submitted monthly water report

Submitted monthly wastewater reports and no spill report for CIWQS

#### **Wastewater**

- Influent flow 1,269,700 gallons. Effluent Discharged 4,200 gallons.
- Upgraded thermo overload in several mixer panels.
- Continuing to work on new mixer motor upgrades.
- Monitored collection system.

#### **Water Treatment / Distribution**

Nothing to report.

Staff Hours: 42.75 Water hrs. 70 Wastewater hrs.

Prepared by: Jessi Bylund, Administrative Assistant II

Reviewed by: Rick Ferriera, Operations and Engineering Manager



22900 Canyon Ave., PO BOX 70, River Pines, CA 95675 Phone: (209) 245-6723 Fax: (209) 245-5710 Email: RPPUD@RPPUD.org

AGENDA ITEM – ØC/D

## GENERAL MANAGER'S REPORT

# For the Month of November/December 2022 & January 2023

- 1. **Grant Update** received email from project manager and she asked if \$500,000 would be enough to cover our soft cost from 2019-2021. She is finalizing our funding.
- 2. **Workers' compensation** State Fund changed our "governing class" so our insurance notified me that our yearly premium will be \$1,125 instead of the \$569 that we were originally quoted and paid. State Fund will invoice the district for the balance.
- 3. SB552 the State Water Resource Board recently passed SB552 which pertains to drought and conservation. Previously, River Pines was not included in the Drought and Conservation Resolution passed in early 2022, however, SB552 includes ALL water suppliers.

SB552 requires all water suppliers to submit a monthly drought and conservation report. This report shall include supply condition information – including inventory and assessment of sources, source delivery parameters such as flow rate and total volume available, system monthly total demand and average peak flow rate demand.

I forwarded the SB552 Resolution to AWA Operations Supervisor and the Water Supervisor and Reporting department to confirm if this will be part of AWA's reporting for our district or if we must complete this reporting for ourselves. AWA has agreed to include RP in this reporting since they currently complete the district's other operational mandatory reports.

This of course will increase the district mandatory state reporting cost.

4. Well 6R – has tested twice for fecal. The state has taken the Well offline until weather conditions improve. Once the weather conditions improve, AWA will perform more testing, and once clear and the state approves, Well 6R will be put back online.

Currently, demand is low enough that Well 2/3R are able keep up. Note, since Well 6R will not be operating and will be sitting for some time, there will be additional testing required to put it back into operation. Additional testing=additional expense.

5. **Storm Damage** - with the storms we have had roof damage on the Jaybird tank building and one of the sewer buildings. I have asked Alean to get three estimates to get them fixed or replaced.

Also, with the storm, the Emigrant Road to the sewer ponds had some erosion. Rocky contacted Gold & Son's and had road base delivered to cover the exposing water lines as a temporary fix.

I have asked Alean to get three bids for Emigrant Trail to fix the erosion, clean the culverts, haul away debris and ditch the sides of the road so that this is not a continued issue in the future. I have also asked that the estimate include raising the road over the river.

I am in contact with FEMA for funding. Currently, FEMA has not released any funding for 2023 storm damage; however, the county requested an estimate for the district's damages. I did submit them a list, however, the county will receive funding for the county which will go towards their responsibilities, not necessarily for our roof repairs, etc.

- 5. Bank Deposits myself and office staff
- 4. Monthly Billing & Monthly Late Notices
- 5. Monthly 48 Hour Notices
- 6. Agenda & Packets

1919 VISTA DEL LAGO DR Valley Springs, CA 95252 www.rj-pro.net 209-920-4077



River Pines Publ		Purchase Order # P.O. Date		8061 12-08-22
,	į	Total		\$1,776.61
Item	Description	Unit Cost		Line Total
11 - Misc Product	Dell Inspiron Business Desktop Computer, Intel Core Windows 11 Pro, 32GB RAM, 1TB SSD, to be used a QuickBooks hosted company file and shared compa files on network	as	1.0	\$1,098.00
New Computer Setup	New Computer Setup onsite with QuickBooks install and service manager	ation \$125.00	3.0	\$375.00
Network Labor	Mapped drives for workstations to QuickBooks share company files	ed \$125.00	1.0	\$125.00
	Mapped drive to shared company data			
11 - Misc Product	Remote access software (annual subscription) to reruser to access quickbooks and print to printer in official remote location		1.0	\$99.00
THIS IS A PU		<b>Subtotal</b> Tax		<b>\$1,697.00</b> \$79.61
Disclaimer	· ·	Purchase Total		\$1,776.61
	or to order processing. Please contact our office trequirements at time of order.			
Signed:			Date:	





# **River Pines Public Utility District**

22900 Canyon Ave. • P.O. Box 70 • River Pines, CA 95675 (209) 245-6723 • (209) 245-5710 FAX rppud@rppud.org

SUBJECT: New Circle Tank Property Purchase & Survey

DATE: January 18, 2023

Meeting: Regular Attachment: Yes Agenda Item: 11b

**<u>UPDATE:</u>** Toma & Associates were able to complete the survey and map. It has been recorded at the county (see attachment).

The Purchase Agreement was sent to the sellers for review. I have received their comments and changes (see attached). Their comments and changes have been submitted to the attorney for comments and review.

Please review the survey and the seller's change request. I need a vote from the Board to accept or deny the changes to the Purchase Agreement.



## Re: Purchase Agreement

Kim Merrell Lamb <klamb@golyon.com>
To: Candi Bingham <rppud@riverpinespud.org>
Cc: Lindsay Harrison <li065248@gmail.com>

Thu, Dec 1, 2022 at 1:30 PM

Hi Candi,

Finally getting back to you with some changes needed on the purchase agreement. Let me know after review if the changes/clarifications are agreeable.

Page 1

River Pines Utility District should have PO Box added since that is where mail is received. Escrow holder to be Orange Title in El Dorado Hills

Page 2:

4a- Buyer will obtain a CLTA prelim title report 5a- clarification on what is referenced as "permitted exceptions"

Page 3:

7- Buyer to pay all costs8- Last sentenced removed from the agreement10- Change address for buyer to include PO BOX

Seller address is PO Box 282 River Pines CA 95675

Page 6:

We do not have Exhibit A or B to review

Last item- We would like an agreement, which can be separate from the purchase agreement, that all existing water lines that run through our properties are abandoned or relocated. Also, maintenance costs/splits for the road mentioned in this agreement.

Thanks so much for your help in moving this forward. Let me know if any questions come up. Best,

Kim and Lindsay

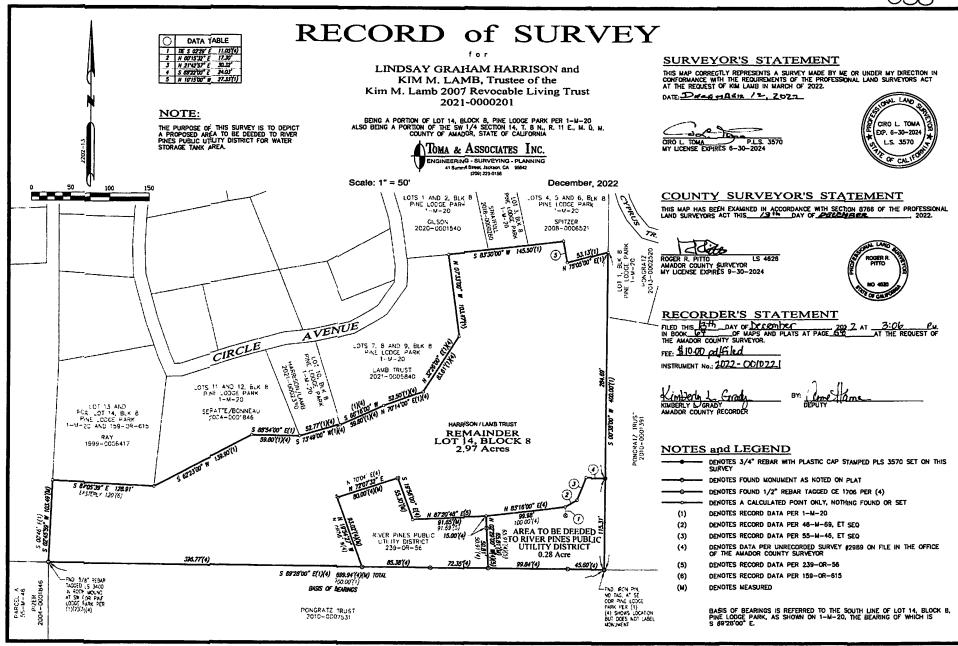
[Quoted text hidden]

# Merrell Lamb&Associates

a fresh perspective

Kim Merrell Lamb, Realtor DRE #01376040 (530) 574-0563 | (916) 837-4674 | www.MerrellLamb.com Facebook | My Real Satisfied Reviews

DISCLAIMER - "I have not verified any of the information contained in documents prepared by others."



# AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

Agreement of Purchase and Sale -

D. TE	2022	
DATE:		Commented [ 1]: Incldue effective date of the agreement which may be different than the dates the parties sign this
PARTIES:	("Seller")	agreement
River Pines Utility District A California Special District 22900 Canyon Ave, River Pines, CA 95675		Commented [2]: Include seller's name and address. If the property is owned by husband and wife, a trust, or other entity, the full names and information/address of the owner(s) should be included here
("E	Escrow Holder" and "Title Company")	Commented [ 3]: Include the name and address of the escrow company mutually agreed to by the parties
	RECITALS	
WHEREAS, Seller is the	fee owner of real property located at, legally	Commented [ 4]: Include address, if available
described on Exhibit "A" a	attached hereto and hereby incorporated herein (the "Real Property"); and	Commented [5]: The legal description for exhibit A
WHEREAS, the Real Prope a water tank to serve Buye	erty is unimproved land that Buyer desires to own so that Buyer can install r's customers; and	should include the APN and the metes and bounds
	uyer desire to have Buyer purchase the Property as provided for in this d Sale and Joint Escrow Instructions (the "Agreement"); and	
WHEREAS, Buyer agrees Seller desires to sell the Pro-	to purchase the Property for the "Purchase Price", as defined below, and operty.	
NOW, THEREFORE, for acknowledged, the parties	valuable consideration, the receipt and sufficiency of which is hereby agree as follows:	
1) <u>Property.</u>		
Buyer hereby agrees to pur conditions set forth herein.	rchase, and Seller hereby agrees to sell the Property upon the terms and	
2) Purchase Price.		
The Purchase Price which Thousand Dollars (\$16,000	Buyer shall pay, and Seller shall accept, for the Property is Sixteen 0.00).	Commented [ 6]: Is this the right amount?
		-

#### 3) Escrow.

An escrow to close the transaction described herein shall be opened with Escrow Holder within three (3) business days after the date first written above.

Executed counterparts of this Agreement shall be delivered into escrow by the parties and shall constitute Escrow Holder's instructions. Escrow Holder shall prepare and deliver to the parties for their signature such additional and/or supplemental instructions, not inconsistent herewith, as may reasonably be required by Escrow Holder.

The close of escrow (the "Closing") shall be contingent upon the satisfaction of or waiver of all of the contingencies set forth in Section 5 below but shall occur no later than sixty (60) days after the date first written above (the "Closing Date").

#### 4) Title and Inspections.

Within ten (10) days after the date first set forth above:

- (a) Buyer will obtain a Preliminary ATLA Title Report at the expense of Buyer. If Buyer makes a timely objection to any exception to that Report and the exception is not eliminated within thirty (30) days of Seller's receipt of the objection, this Agreement shall be terminated. If Buyer makes an objection under this paragraph, either (a) the closing date shall be extended by mutual agreement of the parties or (b) Seller may elect not to eliminate the exception and terminate this Agreement. Buyer's failure to object in this manner to any exception shall be an approval by Buyer of that exception.
- (b) Buyer and Buyer's agents will have the right to enter and visit the Property for any and all inspections Buyer desires to complete so that Buyer can determine the suitability of the Property for Buyer's needs.

#### 5) Closing Contingencies.

Buyer's obligation to consummate the purchase of the Property and to close escrow is subject to and contingent upon satisfaction or waiver by Buyer of the following closing contingencies:

- (a) The delivery to Buyer through escrow and the recording at the Closing of a grant deed for the Property subject only to the title documents (the "Permitted Exceptions").
- (b) Furnishing to Buyer at the Closing of a CLTA Policy of Title Insurance in the full amount of the Purchase Price issued by the Title Company, insuring that title to the Property is vested in Buyer subject only to the Permitted Exceptions in the Title Policy.
- (c) Buyer's approval, in its sole discretion, of the Property after having conducted any all inspections that Buyer desires to determine the suitability of the Property for Buyer's needs. Seller agrees pursuant to this Agreement to grant Buyer a temporary license during the 10 day period to inspect the Property.

#### 6) Real Property Taxes and Utilities.

Agreement of Purchase and Sale -

Real property taxes and utilities shall be prorated t	hrough escrow.
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Commented [7]: This could be shorter, if you like, provided there is enough time for the District to complete all contingencies

Commented [8]: If the escrow closing is shortened in paragraph 3 above, the dates in this paragraph will need to be shortened, too

#### 7) Costs and Fees.

Buyer and Seller shall split 50/50 any and all fees or costs commonly charged by the Escrow Holder to buyers and sellers of real property in Amador County. However, Buyer shall pay the cost of the Preliminary Title Report, the title insurance desired by Buyer.

#### 8) Damage or Destruction.

If any improvements on the Property are destroyed or materially damaged after the date of this Agreement but prior to the Closing Date, Buyer shall be notified by Seller and, at its option, may terminate this Agreement. If such damage or destruction occurs and Buyer fails to terminate this Agreement within seven (7) days after being notified thereof, Buyer shall be deemed to have agreed to purchase the Property for the Purchase Price subject to such destruction or damage. In such event Seller shall be responsible for repairing or replacing the damage or destroyed property.

#### 9) Property Condition.

Seller does hereby certify and represent that Seller has the authority and capacity to convey the Property. Seller certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except as disclosed herein. Buyer and its agents and consultants shall have the right to enter on to the Property, as noted in Section 4 above, prior to the purchase to inspect and evaluate the Property, which shall include the right to commission environmental reports. Subject to Buyer's right to inspect the Property prior to purchase, Buyer acknowledges that the Property shall be conveyed by Seller to Buyer on the Closing Date AS IS, without representations or warranties of any kind.

#### 10) Notices.

All notices hereunder shall be in writing and shall be sent by messenger, overnight air courier, or certified mail, postage prepaid, addressed to the parties as follows:

Seller:	
Buyer:	River Pines Utility District
	22900 Canyon Avenue
	River Pines, CA 95675
	Attn: General Manager

Messengered and air couriered notices shall be deemed given upon receipt. Mailed notices shall be deemed given on the fourth (4th) business day after mailing. The addresses for notices may be changed by written notice.

#### 11) Counterparts.

This Agreement may be executed in counterparts, all executed counterparts shall constitute one agreement and each executed counterpart shall be deemed an original.

12) Attorneys' Fees.	
Agreement of Purchase and Sale	

Commented [9]: If the property has ever been used for something that might cause environmental contamination, like a shop, workshop, storage facility, etc, we recommend the District confirm whether there is environmental contamination on the property.

Commented [ 10]: Include seller's mailing address for notices here

In the event of any litigation between Buyer and Seller concerning this transaction, the prevailing party shall be entitled to reasonable court costs and attorneys' fees.

#### 13) Miscellaneous.

All agreements, covenants, representations and warranties herein shall survive the Closing and the acquisition of the Property by Buyer. This Agreement represents the full understanding between Buyer and Seller regarding the purchase and sale of the Property and may not be modified except by written agreement signed by all parties. This Agreement shall inure to the benefit of and be binding upon the heirs, nominees and assignees of the parties hereto.

#### 14) Time.

Time is of the essence of this Agreement between the parties.

#### 15) California Law.

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of California.

#### 16) Venue.

The parties hereto agree that any action under this Agreement shall be brought first in Superior Court of California for the County of Amador and the parties hereby consent to exclusive jurisdiction of that court.

#### 17) No Brokers or Finders.

- (a) Each party warrants to the other that no finder or broker has been involved in this transaction.
- (b) Buyer shall indemnify, save harmless and defend Seller from and against any such claims, if it shall have been based upon any statement, representation or agreement alleged to have been made by Buyer and (b) Seller shall indemnify, save harmless and defend Buyer from and against any such claims, if it shall have been based upon any statement, representation or agreement alleged to have been made by Seller.

#### 18) Assignment.

Until August 1, 2064, Buyer agrees not to transfer its interest in the property located in Amador County, California, Assessor Parcel Number 014-091-022, and more commonly known as 2271 Circle Avenue, River Pines, CA 95675, and as more particularly described in the attached Exhibit B, to a third party without the prior written approval of the Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above:

	Commented [ 11]: The original lease stated it was for a
	five-year term starting August 1, 2009. But then the tenant
1	had ten successive five year terms, meaning 50 years in total
1	Hence the date of August 1, 2064.

Commented [ 12]: Candi, please confirm the APN and address are correct. The APN and address included here are for "Parcel One" in the current lease documents

SELLER:	BUYER:		
	RIVER PINES UTILITY DISTRICT, a California Special District	Commented [13]: Enter sellers names, if husband and wife, or full name of trust of company that owns the property	
By:	By:Print:	Commented [ 14]: If multiple persons signing, like a husband and wife or multiple trustees of a trust, add additional signature lines for each to sign	

Agreement of Purchase and Sale -

## Exhibit "A" To Purchase Agreement Legal Description

The land referred to herein is situated in the State of California, County of Amador, and is described

as follows:

Agreement of Purchase and Sale -

ASSESSORS PARCEL NO	Commented [ 15]: APN to be added here
Exhibit "B" To Purchase Agreement  Legal Description	
The land referred to herein is situated in the State of California, County of Amador, and is described as follows:	Commented [ 16]: Mete and bounds of property to be added here
ASSESSORS PARCEL NO. 014-091-022	Commented [ 17]: Candi, please confirm this is correct This is the APN for "Parcel One" in the lease





# **River Pines Public Utility District**

22900 Canyon Ave. • P.O. Box 70 • River Pines, CA 95675 (209) 245-6723 • (209) 245-5710 FAX rppud@rppud.org

SUBJECT: Solar Proposal DATE: January 18, 2023

Meeting: Regular

Attachment:

Agenda Item: 11c

**INFORMATION:** I reached out to Amador Water Agency and asked the supervisors if they have had any experience with solar running their operations. The sewer supervisor relayed to me that they have sewer at one of their ponds and had it disconnected because it was unreliable. It was very intermittent and could not keep everything running that was needed.



### Re: Board Members

Alexandra Jack <ajack@chwlaw.us>
To: "rppud@riverpinespud.org" <rppud@riverpinespud.org>
Cc: Gary Bell <gbell@chwlaw.us>

Thu, Jan 5, 2023 at 3:15 PM

Hi Candi.

Our understanding is that the District should reissue W-2s to the Members and issue W-2s moving forward. The SSSA Guidance letter requires employers make corrections at minimum for all "opened tax years." The IRS has three years to collect taxes from the date the returns are deemed filed, which we believe constitute the "opened tax years." The Guidance letter additionally recommends the District enter a "Closing Agreement" with the IRS to make corrections for Members holding office prior to the "opened tax years."

As this is outside of our practice area, we recommend consulting with a tax professional or accountant to confirm this information and to determine how to properly comply with the SSSA Guidance letter. Additionally, when it comes to tax advice as to individual Board Members, we must defer and advise each Member to consult with their own tax professional to determine the individual's responsibilities in this matter.

#### Alexandra M. Jack

Associate Attorney

# Colantuono, Highsmith & Whatley, PC

333 University Avenue, Suite 200 | Sacramento, CA 95825

Direct 916-898-0033 | Main 916-400-0370

ajack@chwlaw.us | Www.chwlaw.us | Blog: www.californiapubliclawreport.com

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# River Pines Public Utility District ARPA Grant Propose

	Unit Cost	Quantity	Sub Total
Generators for lift stations	\$15,250	2	\$30,500
Install Labor (per generator)	\$5,500	2	\$11,000
Remove abandoned water lines (circle tanks)	\$9,800	1	\$9,800
Sewer pond motor/pumps	\$2,500	6	\$15,000
install labor (per tank)	\$1,600	6	\$9,600
Sewer Pond Back-up pumps	\$1,800	2	\$3,600
Install labor (per pump)	\$1,100	2	\$2,200
Well 6R Sealant	\$7,500	1	\$7,500
Labor Drain/Re-seal/Refill	\$3,840	1	\$3,840
Subtotal			
15% Contingency			
Proposal 1 Budget			
Proposal 2: Town Hall Needs			
Grade and Pave Parking Lot			
Install Handicap Parking			
Replace Windows	\$750.00	6	
Install Handicap Restroom			

#### al Worksheet

Estimated Project Cost	
\$41,500	
\$9,800	
\$24,600	
\$5,800	
\$11,340	
\$93,040	
\$13,956	
\$106,996	
\$30,000	
\$12,000	
\$6,750	
\$15,500	

		 <del></del>
Repair Water Damage		
Install Exhaust Fan in Kitchen		
Building Safety Upgrades		
Floors		
Exterior Door		
Stair Handrail		
Subtotal		
15% Contingency		
Proposal 2 Budget		
	<b></b>	 L

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\$12,500	
\$3,500	
\$9,550	
\$700	
\$1,460	
\$91,960.00	
\$13,794.00	
\$105,754	