



REGULAR MINUTES

**Wednesday, January 10, 2018
ACTION MINUTES**

1. CALL TO ORDER: The meeting was called to order by Chairman Miller at 5:30 p.m.

2. ROLL CALL:

Director Richard Miller
 Director Anita Ebbinghausen
 Director Mark Etter
 Director Patrick Henry
 Director Rosco Raymond

Candi Bingham, General Manager
 Gisele Wurzburger, Board Clerk

Director Ebbinghausen arrived at 5:35 p.m.

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

4. AGENDA:

Motion by Board Member Henry, seconded by Board Member Etter, and carried by a 5 to 0 vote to approve the Regular Agenda dated December 13, 2017 as amended. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

5. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:

Dennis Hook, was present to request an update on the lot line adjustment. General Manager Bingham reported the District was still waiting for the cost split figures from the surveyor to complete this lot line adjustment. That staff would contact Mr. Hook once the additional information is provided for discussion and consideration by the Board.

6. MINUTES: Discussion / Approval.

A. December 13, 2017 Regular Meeting.

Chairman Miller opened the public discussion. Rene Walden-Qualls clarified her statement regarding the Expenditure Report. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Motion by Board Member Raymond, seconded by Board Member Ebbinghausen, and carried by a 5 to 0 vote to approve the Minutes dated December 13, 2017 as amended.

Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

7. MONTHLY FINANCIAL STATEMENTS - Period Ending December 31, 2017.

Motion by Board Member Etter, seconded by Board Member Henry, and carried by a 5 to 0 vote to approve the Financial Statements ending December 31, 2017 as presented. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

8. EXPENDITURE REPORT: Discussion / Approval. Submitted Check Approval through December 31, 2017.

Chairman Miller opened the public discussion. The following individuals spoke regarding the Expenditure Report: Rene Walden-Qualls and Hal Jones. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Motion by Board Member Etter, seconded by Board Member Henry, and carried by a 5 to 0 vote to approve the Expenditure Report ending December 31, 2017 as presented. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

9. MONTHLY OPERATIONS REPORT: Discussion.

A. Monthly Operations Report.

The report included updates from AWA staff, construction, wastewater and water – see report for complete details.

December Water Production/Sold Information:

Well 2 - 395,900 gallons Total Produced – 755,906 gallons
Well 3R - 335,700 gallons Total Sold – 531,580 gallons
Well 6R - 24,306 gallons Total Lost - 29.7%

November Wastewater Production:

Influent flow: 724,600 gallons Effluent 630,000 gallons

Damon Wyckoff, Amador Water Agency was present to introduce himself to the Board. He provided a detailed presentation on the AWA's responsibility concerning the District's water/wastewater operations, general maintenance issues, monthly reporting and current and future projects. He stated it was his plan to attend more meetings to keep the Board up-to-date on operations and maintenance. He stated the Board was more than welcome to contact him with District concerns.

Chairman Miller opened the public discussion. The following individuals spoke regarding the Damon Wyckoff's presentation: Rene Walden-Qualls, Cathy Landgraf and Hal Jones. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Chairman Miller and the Board thanked Damon Wyckoff for his attendance and update of the District's water/wastewater operations, general maintenance issues, monthly reporting and current and future projects issues.

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 Albert Bates had submitted the provided letter inquiring if the District had an easement through/between his property. After considerable discussion, staff was instructed to call Mr. Bates to inform him the District did not have an easement through/between his property.

Gabriel Stewart, Rocky Ridge Wireless, inquired when he could get keys to the storage building holding their equipment. General Manager Bingham stated Mr. Stewart was provided the master key.

Chairman Miller stated this matter was not on the agenda for discuss and no Board action could be taken. He instructed Mr. Stewart to contact the District office to further discuss this matter with staff.

Chairman Miller opened the public discussion. The following individuals spoke regarding the General Manager's Report: Lee King, Rene Walden-Qualls, Cathy Landgraf, Nancy Endy, Betsy Miller and Hal Jones. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Board Clerk Wurzburger noted for the record that the Annual Audit must be agendized for approval and suggest it be placed on a future agenda for consideration.

10. BOARD MATTERS: Discussion / Action / Direction to Staff.

For the record: Action minutes provide the necessary documentation of Board actions audio recordings are retained for those desiring more detail on agenda item discussion. These audio recordings provide an accurate and comprehensive backup of the Board deliberations and citizen discussion.

a. Approve District Board Meeting 2018 Calendar. Discussion/Possible Action.

General Manager provided the District Board Meeting 2018 Calendar for consideration.

Board Clerk Wurzburger requested the February 14, 2018 meeting be rescheduled as it was Valentine's Day and she would not be able to attend the meeting.

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

Motion by Board Member Etter, seconded by Board Member Raymond, and carried by a 5 to 0 vote to approve the District Board Meeting 2018 Calendar with the February meeting changed to Wednesday, February 21, 2018. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

b. Financial Training with Auditor. Discussion/Possible Action.

General Manager Bingham reported she had not heard back from Auditor Johnson regarding the scheduling of the Financial Training. She reported the Amador Water Agency was holding an orientation training for new Board Members. No action was taken of this item.

c. Purchase New Office Chair. Discussion/Possible Action.

General Manager Bingham requested the purchase of a new office chair because the one she donated was falling apart.

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

Motion by Board Member Ebbinghausen, seconded by Board Member Raymond, and carried by a 5 to 0 vote to approve the purchase of a new office chair in an amount not exceed \$200.00. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

d. Approve District Code of Conduct. Discussion/Possible Action.

General Manager Bingham submitted the draft District Code of Conduct for consideration. She stated Board Clerk Wurzburger provided an example to assist staff in drafting this document. She reported this document would be reformatted if approved.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding the District Code of Conduct and requested the wording regarding elected Director be modified: Hearing no further comments from the public, Chairman Miller closed the public discussion.

Board Clerk Wurzburger clarified the Director position is an "elected position" regardless if the Director was elected or appointed.

Motion by Board Member Ebbinghausen, seconded by Board Member Raymond, and carried by a 5 to 0 vote to as amended. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

e. Approve District Policy 1000. Discussion/Possible Action.

General Manager Bingham reported staff utilized policies from the California Special District Association to draft District Policy 1000.

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

Motion by Board Member Miller, seconded by Board Member Ebbinghausen, and carried by a 5 to 0 vote to adopt District Policy 1000. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

f. Approve District Policy 1010. Discussion/Possible Action.

General Manager Bingham reported staff utilized policies from the California Special District Association to draft District Policy 1010.

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

Motion by Board Member Etter, seconded by Board Member Ebbinghausen, and carried by a 5 to 0 vote to adopt District Policy 1010. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

g. Approve District Policy 1020. Discussion/Possible Action.

General Manager Bingham reported staff utilized policies from the California Special District Association to draft District Policy 1020.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding District Policy 1020. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Motion by Board Member Ebbinghausen, seconded by Board Member Raymond, and carried by a 5 to 0 vote to adopt District Policy 1020. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

h. Approve District Policy 1030. Discussion/Possible Action.

General Manager Bingham reported staff utilized policies from the California Special District Association to draft District Policy 1030.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding District Policy 1030. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Motion by Board Member Henry, seconded by Board Member Etter, and carried by a 5 to 0 vote to District Policy 1030. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

General Manager Bingham stated to streamline the process of updating the District's Policies additional policies would be provided at future meetings until all policies are completely updated.

i. Approve Finance Committee. Discussion/Possible Action.

General Manager Bingham requested the Board appoint the Finance Committee. She noted at least one board member needs to be appointed to serve on this committee to review the District's bank statements and Expenditure Reports. She explained as the designated check signers Chairman Miller, Vice-Chairman Raymond and Board Member Ebbinghausen could not be appointed to this committee. She reiterated the bank statements can only be forward to a "District Email" that a private email cannot be utilized as the official finance committee member's email. Board Member Etter and Board Member Henry could both be appointed, or one member would be adequate.

Motion by Board Member Etter, seconded by Board Member Raymond, and carried by a 5 to 0 vote to appoint Board Member Henry as the Finance Committee. Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

j. District Truck - 2002 Toyota Tacoma Bid Results. Discussion/Possible Action.

General Manager Bingham reported that no bids were received on the Closed Bid for the 2002 Toyota Tacoma "As Is" starting with a minimal amount of \$2,000.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding 2002 Toyota Tacoma Bid Results. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Motion by Chairman Miller, seconded by Board Member Raymond, and carried by a 5 to 0 vote to approve a new ad on Craigslist in the amount of \$2,500 – Or Best Offer (OBO). Motion passed by the following vote:

AYES: Ebbinghausen, Etter, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

k. Account Number 85-002 Standby Fee Determination. Discussion/Possible Action.

General Manager Bingham reported Account Number 85-002 has requested Standby Fee Determination.

Hal Jones, property owner, provided pictures of the lot and noted it was not accessible and undevelopable. He requested consideration to stop the standby fee.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding Standby Fee Determination. Hearing no further comments from the public, Chairman Miller closed the public discussion.

Staff was directed to research the current By-Laws to determine the Standby Fee policy. No action was taken and continue to a future meeting pending additional information.

l. Bylaws. Discussion/Possible Action.

General Manager Bingham reported staff utilized Bylaws from the RPPUD, Rancho Murrieta and Amador Water Agency to draft Bylaws. She reported this document would be reformatted if approved.

Chairman Miller opened the public discussion. Rene Walden-Qualls spoke regarding Bylaws. Hearing no further comments from the public, Chairman Miller closed the public discussion.

No action was taken on this item and was continued to a future meeting.

11. BOARD OF DIRECTORS COMMENTS/REPORTS: Discussion Only.

A. Capital Improvements and general repairs necessary at the District.

12. COMMITTEE COMMENTS/REPORTS: Continued Item.

13. FUTURE AGENDA TOPICS:

Rene Walden-Qualls requested District Policy 1020 be placed on the future agenda topics.

- a. Resolution Allowing General Manager Submittal of Construction Application.
- b. Approve District 2016/2017 Audit.
- c. Financial Training with Auditor.
- d. Standby Fee Determination.
- e. Bylaws.
- f. District Policy 1020.
- g. Appoint Solar Panel Committee.
- h. Appoint Water Rights Committee.

General Manager Bingham reminded the new Board Members that they must take the Ethics Code Training within 6 months of taking office. She reported this training can be taken online on the FPPC website.

14. ADJOURNMENT: The meeting adjourned at 8:10 p.m.

Respectively submitted,
Gisele Wurzbarger, Board Clerk

River Pines Public Utility District
Profit & Loss by Class
January 2018

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Amador County Auditor's Warrant			
HO & Timber Tax	0.00	25.32	25.32
Homeowners Exemption	28.68	28.69	57.37
Secured Appointment	2,831.10	2,831.11	5,662.21
Unitary Tax	272.26	0.00	272.26
Unsecured Appointment	0.00	0.35	0.35
Total Amador County Auditor's Warrant	3,132.04	2,885.47	6,017.51
Base Fee Income			
Sewer	10,359.80	0.00	10,359.80
Stanby	370.00	370.00	740.00
Voluntary Lock-Off	140.00	140.00	280.00
Water	0.00	11,927.18	11,927.18
Total Base Fee Income	10,869.80	12,437.18	23,306.98
Interest Income	0.81	0.64	1.45
Town Hall Rental	20.00	20.00	40.00
Variable Income			
Door Hanger Fee	0.00	160.00	160.00
Late Fees	297.60	297.59	595.19
Reconnection Fee	0.00	120.00	120.00
Service Connection Fee	32.86	32.89	65.75
Water - Usage	0.00	2,061.86	2,061.86
Total Variable Income	330.46	2,672.34	3,002.80
Total Income	14,353.11	18,015.63	32,368.74
Gross Profit	14,353.11	18,015.63	32,368.74
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	2,416.66	2,416.68	4,833.34
Total Contracted Expenses	2,566.66	2,566.68	5,133.34
Employees			
Medical Insurance			
Field	463.89	463.89	927.78
Total Medical Insurance	463.89	463.89	927.78
Payroll Expense			
Payroll Taxes - Employer's	-13.55	-13.55	-27.10
Total Payroll Expense	-13.55	-13.55	-27.10
Total Employees	450.34	450.34	900.68
Sewer Expenses			
Alarm Monitoring	700.00	0.00	700.00
Amador Water - After Hour Cover	243.00	0.00	243.00
Amador Water - Routine Service	1,429.45	0.00	1,429.45
Amador Water Agency-State Repor	61.79	0.00	61.79
Amador Water Agency - Electric	1,105.78	0.00	1,105.78
Consulting - Engineer	1,487.50	0.00	1,487.50
Electricity - Sewer	2,153.58	0.00	2,153.58
Repairs/Maintenance	1,653.52	0.00	1,653.52
Sewer - Parts/Supplies	905.48	0.00	905.48
Telephone - Sewer	95.86	0.00	95.86

River Pines Public Utility District
Profit & Loss by Class
January 2018

	Sewer	Water	TOTAL
Testing - Sewer	476.00	0.00	476.00
Total Sewer Expenses	10,311.96	0.00	10,311.96
Town Hall Expenses			
Repairs/Maintenance	21.60	21.60	43.20
Total Town Hall Expenses	21.60	21.60	43.20
Water Expenses			
Alarm Monitoring	0.00	300.00	300.00
Amador Water - After Hour Cover	0.00	486.00	486.00
Amador Water Agency-Meter Read	0.00	408.01	408.01
Amador Water Agency-Routine	0.00	2,115.65	2,115.65
Amador Water Agency-State Repor	0.00	61.79	61.79
Amador Water Agency - Engineer	0.00	1,191.04	1,191.04
Amador Water Agency - Repairs	0.00	371.90	371.90
Chlorine	0.00	233.40	233.40
Electricity - Water	0.00	1,423.40	1,423.40
Permit Fees	0.00	1,296.00	1,296.00
Repair/Maintenance	0.00	395.42	395.42
Supplies	0.00	298.97	298.97
Telephone - Water	0.00	86.23	86.23
Water Testing	0.00	2,064.40	2,064.40
Total Water Expenses	0.00	10,732.21	10,732.21
64900 · Office Expenses			
Filing Fees	0.00	1,118.00	1,118.00
Postage/Shipping	73.50	73.50	147.00
Software	19.96	19.98	39.94
Supplies	95.86	95.86	191.72
Website Service	25.00	25.00	50.00
Total 64900 · Office Expenses	214.32	1,332.34	1,546.66
66700 · Professional Fees			
Legal Fees	99.50	99.50	199.00
Security Service/Maintenance	140.00	140.00	280.00
Yearly Audit	1,875.00	1,875.00	3,750.00
Total 66700 · Professional Fees	2,114.50	2,114.50	4,229.00
68600 · Utilities			
Disposal	40.81	40.81	81.62
Electricity - Office	0.00	28.46	28.46
Electricity - Town Hall	28.46	0.00	28.46
68100 · Telephone - Office	30.43	30.44	60.87
Total 68600 · Utilities	99.70	99.71	199.41
Total Expense	15,966.58	17,504.88	33,471.46
Net Ordinary Income	-1,613.47	510.75	-1,102.72
Other Income/Expense			
Other Income			
FEMA - Reimbursement	5,261.00	0.00	5,261.00
Grant Income - DWSRF	0.00	27,702.00	27,702.00
Wireless Site Lease	250.00	250.00	500.00
Total Other Income	5,511.00	27,952.00	33,463.00
Other Expense			
DWSRF - Environmental Study	0.00	10,261.00	10,261.00
DWSRF Grant - Surveying	0.00	17,841.83	17,841.83
Total Other Expense	0.00	28,102.83	28,102.83
Net Other Income	5,511.00	-150.83	5,360.17

River Pines Public Utility District
Profit & Loss by Class
January 2018

	<u>Sewer</u>	<u>Water</u>	<u>TOTAL</u>
Net Income	<u>3,897.53</u>	<u>359.92</u>	<u>4,257.45</u>

River Pines Public Utility District Account QuickReport-Board Meetings As of January 31, 2018

AGENDA ITEM 7B

Type	Date	Num	Name	Memo	Amount	Balance
Bank Accounts						
El Dorado Checking	12/31/2017					24,629.11
Deposit	01/03/2018		Interest		0.65	24,629.11
Deposit	01/04/2018		Deposit		150.00	24,629.76
Deposit	01/04/2018		Deposit		9,291.18	24,779.76
Deposit	01/05/2018		Deposit		406.73	34,070.94
Deposit	01/08/2018		Deposit		1,143.03	34,477.67
Check	01/08/2018		Deposit		323.11	35,620.70
Check	01/08/2018	eft	Adobe PDF		-14.99	35,943.81
Check	01/08/2018	eft	Malwarebytes	Computer Security	-24.95	35,928.82
Bill Pmt -Check	01/10/2018	12907	Tax Impound - State	End of Year Futa Tax	-147.00	35,756.87
Bill Pmt -Check	01/10/2018	12909	Amador Waste Servic...	1175	-81.62	35,675.25
Bill Pmt -Check	01/10/2018	12910	Amador Water Age...	30018	-10,090.98	25,584.27
Bill Pmt -Check	01/10/2018	12911	AT&T - Sewer	Stipend - January 2018	-75.00	25,509.27
Bill Pmt -Check	01/10/2018	12912	Brent Stewart, P.E.	209 245-3984 701 9	-95.86	25,413.41
Bill Pmt -Check	01/10/2018	12913	California Bank & T...	Alarm Monitoring	-1,000.00	24,413.41
Bill Pmt -Check	01/10/2018	12914	Lemieux Law Office	1030264749	-890.00	23,523.41
Bill Pmt -Check	01/10/2018	12915	Mark Etter	January 2018 - Board Clerk	-300.00	23,223.41
Bill Pmt -Check	01/10/2018	12916	Mission IT Solutions	December Retainer	-199.00	23,024.41
Bill Pmt -Check	01/10/2018	12917	NV5, Inc.	Stipend - January 2018	-75.00	22,949.41
Bill Pmt -Check	01/10/2018	12918	Patrick Henry	Security Maintenance Plan	-280.00	22,669.41
Bill Pmt -Check	01/10/2018	12919	PG&E - Water 2	Project No. 226217-0000071.0 - Monitoring Wells	-1,487.50	21,181.91
Bill Pmt -Check	01/10/2018	12920	Richard W. Johnson	Stipend - January 2018	-75.00	21,106.91
Bill Pmt -Check	01/10/2018	12921	Rocky Raymond	2458584137-2	-1,018.69	20,088.22
Bill Pmt -Check	01/10/2018	12922	SWRCB Fees	Stipend - January 2018	-75.00	20,013.22
Bill Pmt -Check	01/10/2018	12923	USPS	Audit - 2016/2017	-3,750.00	16,263.22
Bill Pmt -Check	01/10/2018	12924	AT&T - Water	Stipend - January 2018	-75.00	16,188.22
Bill Pmt -Check	01/10/2018	12925	PG&E - Water	Invoice #: SM-1013455	-1,296.00	14,892.22
Bill Pmt -Check	01/10/2018	12926	USA Bluebook	3 Rolls of Stamps	-147.00	14,745.22
Bill Pmt -Check	01/10/2018	12927	PG&E - Office/Tow...	209 245-4011 722 0	-86.23	14,658.99
Bill Pmt -Check	01/10/2018	12928	PG&E - Sewer	3357284549-4	-404.71	14,254.28
Bill Pmt -Check	01/10/2018	12929	El Dorado County	Locks	-429.98	13,824.30
Bill Pmt -Check	01/10/2018	12930	Candi Bingham	6898952032-2	-56.92	13,767.38
Deposit	01/10/2018	12931	Digital Deployment	8721806002-5	-2,153.58	11,613.80
Check	01/11/2018	eft		River Pines PUD - El Dorado County Annexation	-1,000.00	10,613.80
Deposit	01/16/2018			Blanket Encroachment Permit - 2018	-118.00	10,495.80
Deposit	01/17/2018			Deposit	129.10	10,624.90
Deposit	01/18/2018			Services - January 2018	-2,416.67	8,208.23
Deposit	01/19/2018			Deposit	8,787.05	16,995.28
Deposit	01/22/2018			Deposit	130.67	17,125.95
Deposit	01/23/2018			Deposit	140.91	17,266.86
Check	01/23/2018	Debit		Deposit	239.69	17,506.55
Deposit	01/24/2018			Deposit	250.02	17,756.57
Deposit	01/24/2018			Deposit	7,785.89	25,542.46
Deposit	01/24/2018			Deposit	249.56	25,792.02
Deposit	01/24/2018			Website	-50.00	25,742.02
Deposit	01/24/2018			Deposit	274.42	26,016.44
Deposit	01/24/2018			Deposit	367.04	26,383.48
Deposit	01/24/2018			Deposit	259.85	26,643.33

River Pines Public Utility District
Account QuickReport-Board Meetings
 As of January 31, 2018

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	01/26/2018	12932	California Bank & T...	1030264749	-890.00	25,753.33
Bill Pmt -Check	01/26/2018	12933	california Laboratorf...	water/Sewer Testing - Sept. 13 - Jan 15, 2018	-2,511.00	23,242.33
Bill Pmt -Check	01/26/2018	12934	Candi Bingham	February 2018	-2,416.67	20,825.66
Bill Pmt -Check	01/26/2018	12935	Christi Dean	Circle Tank Relocation Appraisal - Land	-400.00	20,425.66
Bill Pmt -Check	01/26/2018	12936	RMS	Reference No. 520000606596	-927.78	19,497.88
Bill Pmt -Check	01/26/2018	12937	sierra Foothill Fire ...	Fire Extinguisher Yearly Maintenance	-191.64	19,306.24
Bill Pmt -Check	01/26/2018	12938	Staples	Printer Paper, Pens, Agenda Binder, 2018 Calendar	-191.72	19,114.52
Deposit	01/26/2018			Deposit	6,711.14	25,825.66
Deposit	01/26/2018			Deposit	267.29	26,092.95
Bill Pmt -Check	01/29/2018	12939	Candi Bingham	RingCentral - Reimbursement No District Card	-60.87	26,032.08
Bill Pmt -Check	01/29/2018	12940	RLK Inc.	ReKey Water Buildings and Office	-321.20	25,710.88
Deposit	01/31/2018			Interest	0.64	25,711.52
Invoice	01/31/2018	69079	Williams, Yvette; Jill...	Returned Check	-57.75	25,653.77
Invoice	01/31/2018	69079	Williams, Yvette; Jill...	Returned Check	-60.38	25,593.39
Invoice	01/31/2018	69079	Williams, Yvette; Jill...	Bank Fee for Non-Sufficient Funds.	-5.00	25,588.39
Invoice	01/31/2018	69079	Williams, Yvette; Jill...	Bank Fee for Non-Sufficient Funds.	-5.00	25,583.39
Total El Dorado Checking					954.28	25,583.39
Total Bank Accounts					954.28	25,583.39
TOTAL					954.28	25,583.39

* \$ 300.00 balance difference - NSF of \$300 - was double posted. Corrected.

River Pines February Dept. Report

January Water Production/Sold

Well 2: 388,400 gallons

Total Produced: 826,262 gallons

Well 3R: 415,500 gallons

Total Sold: 609,180 gallons

Well 6R: 22,362 gallons

Total Lost: 26 %

Operations Manager-

- Attended River Pines PUD Board Meeting and provided the Board with an Operational Report for AWA work in December. Answered operational questions, received input and feedback as to the Agency's operations of PUD facilities.
- Along with AWA Construction Supervisor, On-Site inspection of potential access points to an identified SCADA / Telemetry equipment site.
- On-going conversation / negotiation with property owners associated with the access and location of the identified SCADA / Telemetry equipment site.
- On-site assessment of 2 leaks within the Distribution System.

Regulatory Compliance Specialist-

- Completed December monthly reporting for water and wastewater.
- Completed Annual Report for Wastewater.
- Revised Sample Siting Plan and submitted for Regulatory approval. Routine site for Total Coliform sampling and Disinfection By-Product sampling moved to 23051 Cedar Lane (closest address to location). This location will allow us to sample from a sample station and not have to coordinate with a homeowner and use a hose bib off their home. Repeat sites were also adjusted to accommodate this change. See attached.
- Requested access to California Integrated Water Quality System (CIWQS) in order to fulfill the regulatory requirement of Sanitary Sewer Overflow reporting and No Spill reporting monthly. Access granted. Submitted 10 months of No Spill reports.
- Coordinated and scheduled the new sampling criteria for 1,2,3 Trichloropropane. See AWA Staff report for info on this requirement.

Wastewater-

- Influent flow: 729,000 gallons. Effluent Discharged: 341,600 gallons. Flow test to be conducted. Working to understand if storage pond is percolating. Pond is actually empty and discharging is equal to or greater than influent flow.
- Continued to maintain the wastewater collection system.
- Continued to work on shed- Drywall, electrical, plumbing etc...
- Took generator to grinder pump pedestal and performed practice run for power outages on grinder pumps.
- Scheduling a grinder pump removal and install practice run this month.

Water-

- Plumbed in a new sampling tap at 23051 Cedar Lane (closest address to location). See photo.
- Monitored and sampled according to schedule. Took first round of 1,2,3 TCP sampling.
- Assisted construction crew on a leak on Circle Drive.

Distribution-

- Developed and implemented a flushing program

Construction-

- Leak repair on 2" Main near tank (.5 gpm)

Prepared by: Andrea Hinton, Regulatory Specialist

Reviewed by: Damon Wyckoff, Operations Manager

STAFF REPORT

1, 2,3 –TCP Informational Purposes Only

Background: The State has adopted a new regulation for 1,2,3-Trichloropropane (1,2,3-TCP). These regulations were filed by the Secretary of State and became effective December 14, 2017.

1,2,3- TCP is a chlorinated hydrocarbon with high chemical stability. It is a manmade chemical found at industrial or hazardous waste sites. It has been used as a cleaning and degreasing solvent and is associated with pesticide products.

In 1992, 1,2,3-TCP was added to the list of chemicals known to the state to cause cancer, pursuant to California's Safe Drinking Water and Toxic Enforcement Act ([Proposition 65](#)). 1,2,3-TCP causes cancer in laboratory animals (US EPA, 2009). One study states it is reasonably anticipated to be a human carcinogen (NTP, 2014), and another study states it is probably carcinogenic to humans, based on sufficient evidence of carcinogenicity in experimental animals (IARC, 1995).

Detection Level for reporting purposes is 5 parts per trillion (5ppt). All Community and Nontransient-Noncommunity water systems are required to monitor their sources (both groundwater and surface water systems) quarterly for one year.

Once initial monitoring (4 quarters) is completed the State will let us know if any further monitoring is required. If the results indicate a need for further testing then compliance will be based on a running quarterly average. If we are well within compliance the Agency will actively pursue reduced monitoring if available. *First set of samples for all systems (including River Pines and Plymouth) were all Non Detect.

If additional quarterly sampling was ordered and if a Water system violated the 1,2,3-TCP maximum contamination level of 5ppt they would be required to use specific public notification (health effects) language (Tier 2 notification is public notification within 30 days) and report it in the Consumer Confidence Report the following year. This notification is much less stringent than the Tier 1 for Disinfection By-Products.

Fiscal Impact: Samples are \$75.00 each. There are 14 samples to take per quarter. \$4800 for Calendar Yr. 2018 or \$2400 FY 17/18 and \$2400 FY 18/19. Some of these samples are for Outside Services. \$1500 for the Calendar Yr or \$750.00 each FY will be billed out.

Prepared by: Andrea Hinton

Reviewed by: Damon Wyckoff

**AMADOR WATER AGENCY, RIVER PINES - SYSTEM NO. 0310006
BACTERIOLOGICAL & DISINFECTION BYPRODUCTS SAMPLE SITING PLAN**

System No.: 0310006

PWS Classification:

Community Water System

No. Active Service Connections: 216

No. Monthly Users: 510

Name of Trained Sampler: Joel Mottishaw, George Barnes, Michael Thompson or Nick Lawson

Person responsible to report coliform-positive samples to DHS: Day/Evening Phone No.:

Joel Mottishaw, Water Production Manager (209) 257-5274 / (209)304-1385, or Andrea Hinton, Administrative Assistant III, (209) 257-5243.

Signature of Water System Representative:

Analyzing Lab: California

System Name: River

Pines PUD

Daily Users: 510

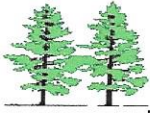
TTHM/HAA5 QUARTERLY

Sampling Frequency:

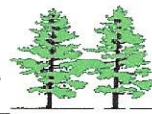
1 sample per month

SAMPLING PERIOD	SAMPLE STATION #	SAMPLE TYPE	ROUTINE SAMPLE SITE LOCATION** (SS)	REPEAT SAMPLE SITE #1 UPSTREAM LOCATION** (HB)	REPEAT SAMPLE SITE #2 DOWNSTREAM LOCATION** (HB)
JANUARY WK 1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
FEBRUARY WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
FEBRUARY WK1-2	1	TTHM/HAA5	23051 Cedar Lane		
MARCH WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
APRIL WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
MAY WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
MAY WK1-2	1	TTHM/HAA5	23051 Cedar Lane		
JUNE WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
JULY WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
AUGUST WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
AUGUST WK1-2	1	TTHM/HAA5	23051 Cedar Lane		
SEPTEMBER WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
OCTOBER WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
NOVEMBER WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail
NOVEMBER WK1-2	1	TTHM/HAA5	23051 Cedar Lane		
DECEMBER WK1-2	1	TC	23051 Cedar Lane	14627 Emigrant Trail	23011 Pigeon Trail

** The sites, routine is a sample station (SS) and the repeats are hose bibs (HB).



RIVER PINES PUBLIC UTILITY DISTRICT



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

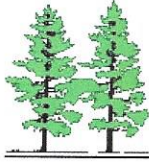
AG AGENDA ITEM 8B

GENERAL MANAGER'S REPORT

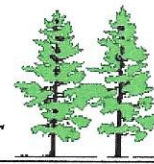
For the Month of: January 2018

1. Submitted monthly payment request for DWSRF Grant – waiting for approval from state on the 90% plans that were submitted – Grant Funding is 94% completed.
2. Submitted Circle Tank appraisal to State for reimbursement through the DWSRF Grant – appraisal cost - \$400
3. Income Survey Update – Survey has been closed. District received the required 69% needed for survey. Survey determined that River Pines is a “severely disadvantaged community” which qualifies the District for 100% Grant Funding
4. Environmental Report has been completed. Bruce Baracco has distributed to appropriate parties for review. Must be in review for 30 days. The 30 days began and will end on March 13. The RPPUD Board of Directors will be asked to accept the Report at the March meeting.
5. Municipal Survey Review (MSR) – has gone through draft update. This must be updated before the annexation and SOI can be completed. I tried to update back in 2015, but LAFCO would not update until annexation process was started. Meeting with Roseanne Chamberlain on March 22 for final review of MSR.
6. USDA access has been granted. Spoke with area representative – no funding available for District to help with customer’s hookup to meter when they have been relocated. Customer can apply for funding personally.
Completed USDA application for additional funding for Distribution Project.
7. Mailed Certified Letter to Circle property owner to accept appraisal and purchase of property for New Tank.
8. Mailed Certified Letters to El Dorado County residents to accept annexation. Only had to send five (5). These five did not respond the last time I sent letters in 2016 for annexation – See attached.

9. Worked on Policies – Completed another ten (10) policies – they are on February Agenda for review. Eighty policies to go.
10. Attended Meeting with Amador Water Agency and Andrea Macon (District 5 candidate)
11. Met with Roseanne Chamberlain – Did an El Dorado tour and Jaybird Tank.
12. Capital Improvement Account has been opened. Still waiting for new Debit Card. Because of no Debit Card, I had to personally pay District phone bill. Was reimbursed.
13. Circle Tank property was appraised for District purchase – appraisal value \$13,000
14. Submitted application to LAIF – to change Director names and remove old Directors.
15. Rocky Ridge Wireless now has all keys per Agreement – had to order from Locksmith.
16. Attended Board Workshop on Friday, February 16 at Amador Water Agency – Thank you to ALL Board of Directors for attending.
17. Hired someone new to clean Town Hall – Same cost as previous cleaner approved by Board.
18. Town Hall Chairs – Thank you Rocky and Nell for donating chairs to the Town Hall. Received Patron and Board chairs.
19. Working on Budget for 2018/2019 – Draft will be ready for March Board Meeting
20. Weekly Bank Deposits
21. Monthly Service Billing
22. Monthly Late Notices
23. Monthly 48 Hour Notices
24. Updated Website
25. Agenda & Packets



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

February 7, 2018

Re: Application of the River Pines Public Utility District to Initiate Proceedings for Amendment to the Sphere of Influence and The Annexation of El Dorado/Amador Properties

To: Customers Who Receive Water Outside of District's Legal Boundaries

River Pines Public Utility District desires to initiate proceedings for the amendment to the sphere of influence through Amador LAFCO to add territories within El Dorado and Amador Counties which are currently receiving water service and not currently in the River Pines Public Utility District.

River Pines Public Utility District desires to provide improvements to the debilitating distribution system within the service area but outside the legal boundaries and sphere of influence. To provide these distribution improvements, River Pines Public Utility District will be obtaining funding through State of California State Water Resources Control Board (Drinking Water State Revolving Fund). Annexation is required by Amador County LAFCO to be eligible for such grant funding improvements that benefit the service area in El Dorado and Amador counties that are currently outside of the District's legal boundaries.

For River Pines Public Utility District to continue to provide you water, you must agree to the annexation. Only the APN property that is currently receiving service will be included in the annexation.

River Pines Public Utility District must receive the enclosed Landowner Consent Form no later than February 28, 2018. All property owners on the Property Deed MUST sign the Consent form. For your convenience, I have enclosed a self-addressed stamped envelope.

Should you have any questions or concerns, please do not hesitate to contact me directly at (209) 245-6723 Monday through Thursday.

Sincerely,

Candi Bingham,
General Manager



**RESOLUTION NO. 2018-03
AUTHORIZING INVESTMENT OF MONIES IN
THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following District officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Richard Miller
Board Chairman

Roscoe A. Raymond
Board Vice Chairman

SIGNATURE

SIGNATURE

Section 2. This resolution shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the Board of Directors of District of State of California on February 21, 2018.

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**
- ATTEST:**

River Pine Public Utility District

Richard Miller, Chairman

ATTEST:

Gisele L. Wurzbarger, Board Clerk

Cost for Lot Line Adj



AGENDA ITEM 9C

AGREEMENT
FOR PROFESSIONAL SERVICES

AGREEMENT entered into at Rancho Cordova, CA made on January 18, 2018, by and between
River Pines Public Utility District, 229000 Canyon Avenue., River Pines, CA 95675

hereinafter called "CLIENT", and Cooper, Thorne & Associates, Inc., hereinafter called
"CONSULTANT".

Client intends to: prepare and process easements, boundary line adjustments, and related documents for
"River Pines P.U.D.," located in Amador County, CA hereinafter called "PROJECT".

The present record owner is:

N/A

The Lender is (if none, state below):

N/A

CLIENT and CONSULTANT for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform the following services:

As set forth in Exhibit A dated January 18, 2018, attached hereto and made a part hereof.

B. CLIENT agrees to compensate consultant for such services as follows:

As set forth in Exhibit A dated January 18, 2018, attached hereto and made a part hereof.

C. CLIENT HAS READ AND UNDERSTANDS all the Standard Provisions of Agreement set forth on
the reverse side hereof, and all exhibits attached hereto, and hereby agrees that the same are
part of this agreement and shall be binding on the CLIENT.

D. CLIENT and CONSULTANT agree that the late payment charge provided for in Paragraph 33 of
the Standard Provisions of Agreement set forth on the reverse side hereof, shall be one and one-
half percent (1½%) per month on the unpaid balance.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon
the terms, conditions and provisions above stated, the day and year first above written.

CONSULTANT:

CLIENT:

COOPER, THORNE & ASSOCIATES, INC.
dba CTA Engineering & Surveying

By
(signature):

By (signature):

Name (print): Kevin A. Heeney, PLS 5914

Name (print):

Title: Vice President

Title:

STANDARD PROVISIONS OF AGREEMENT

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove consultant's work promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall consultant be deemed to be in default of this agreement.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.
8. Consultant shall only act as an advisor in all governmental relations.
9. If client institutes a lawsuit against consultant for any alleged negligence, error, omission or other failure to perform, and if client fails to obtain a judgment in client's favor, or if the lawsuit is dismissed, or if judgment is rendered for consultant, client agrees to pay consultant all costs of defense, including attorneys' fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment.
10. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
11. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.
12. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant and may be used by consultant without the consent of client.
13. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
14. Client and consultant agree to cooperate with each other in every way on the project.
15. Upon written request, client and consultant shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which are necessary to perform the terms of this agreement.
16. This agreement shall not be construed to alter, affect or waive any lien or stop notice rights which consultant may have for the performance of services pursuant to this agreement.
17. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
18. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and consultant shall not be responsible for fluctuations in cost factors.
19. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
20. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
21. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
22. Estimates of areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
23. In the event that changes are made in the plans and specifications by client or by any other person other than consultant, which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees of attorneys and other expenses which consultant may sustain or incur as a result of such unconsented changes.
24. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by consultant, which plans, drawings, or other documents are not signed by consultant. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by consultant and waives liability against consultant for their use.
25. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
26. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.
27. Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the client will defend, indemnify, and hold consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons.
28. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.
29. Client agrees to limit consultant's liability to client and to all contractors and subcontractors on the project, due to professional negligence, acts, errors or omissions of consultant, to the sum of \$50,000 or consultant's fee, whichever is greater.
30. Client agrees to purchase and maintain, during the course of construction, builder's risk "all-risk" insurance which will name consultant as an additional insured as their interest may appear.
31. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
32. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
33. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
34. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field work, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by client as extra work.
35. In the event of any increased costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
36. Client agrees that if client requests incidental services not specified pursuant to Paragraph A on the front hereof, client agrees to pay for all such incidental services as extra work.
37. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra work.
38. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints, and reproductions, and all other charges not specifically covered by the terms of this agreement.
39. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
40. This agreement shall be governed by and construed in accordance with the laws of the State of California.

Exhibit A
Scope of Services – Land Surveying
River Pines P.U.D., County of Amador, State of California

ASSUMPTIONS

Task 1

1. The access easement will only need to cross one private property and only one set of documents will need to be prepared. In the event the access needs to cross more than one private property, additional access easement documents will be prepared on a Time and Materials basis per our current billing rates.
2. No engineering is included in this proposal for the access road and no topographic surveys are included at this time.

Task 2

1. The consulting engineering firm doing the new water system/tank design will provide CAD files of the proposed improvements and area of the boundary line adjustment.

I. **Scope of Services and Fees**

A. **Task 1 – Internet Tower Easement(s)**

Fee: \$5,200

The River Pines P.U.D. is in need of acquiring an easement for the construction, maintenance and operation of an internet transmission tower to be located on private property. Our services associated with this acquisition will be as follows:

1. Research record deeds, maps and other information associated with the properties involved in this transaction.
2. Field surveys to locate the proposed tower location and enclosure area.
3. Field surveys to locate sufficient controlling monuments to define the location of this easement on the ground.
4. Prepare a legal description and exhibit plat of the tower easement and its location to be used in the acquisition process. Stamped and signed original will be provided.
5. Field survey the location of an access road or route to the proposed tower location.
6. Prepare a legal description and exhibit plat of the access easement. Stamped and signed original will be provided.

B. **Task 2 – New Tank Site Boundary Line Adjustment & Acquisition**

Fee: \$7,950

River Pines P.U.D. is pursuing the purchase of additional lands to be used for constructing an additional water storage tank and facilities. Engineering of this system is being done by others. A Boundary Line Adjustment application is being proposed to facilitate this additional land acquisition. Our services associated with this acquisition will be as follows:

1. Research record deeds, maps and other information associated with the properties involved in this transaction.
2. Field surveys as required to locate controlling boundary monuments on the subject properties.
3. Field surveys as necessary to locate any physical features, fence lines and other information which could be necessary to complete the boundary analysis and boundary line adjustment.
4. Prepare Boundary Line Adjustment application and exhibit.
5. Prepare legal description of the transfer area and resulting parcels, along with area and closure calculations.
6. Submit and process the Boundary Line Adjustment application for approvals.

7. Coordinate with Client's title company for recording.
8. Prepare and submit a Record of Survey depicting the boundary line adjustment and set new monuments.
9. Process the Record of Survey with the County Surveyor for recording.

C. Task 3 – Boundary Line Adjustment for 15055 & 15077 Shenandoah Road
River Pines P.U.D. is considering a potential Boundary Line Adjustment between their existing parcels (APN 014-085-006 & 007) and an adjoining property (APN 014-085-005). This is being considered to accommodate the location of existing fences and other improvements. Our services associated with this application will be as follows:

Fee: \$7,950

1. Research record deeds, maps and other information associated with the properties involved in this transaction.
2. Field surveys as required to locate controlling boundary monuments on the subject properties.
3. Field surveys as necessary to locate any physical features, fence lines and other information which could be necessary to complete the boundary analysis and boundary line adjustment.
4. Prepare Boundary Line Adjustment application and exhibit.
5. Prepare legal description of the transfer area and resulting parcels, along with area and closure calculations.
6. Submit and process the Boundary Line Adjustment application for approvals.
7. Coordinate with Client's title company for recording.
8. Prepare and submit a Record of Survey depicting the boundary line adjustment and set new monuments.
9. Process the Record of Survey with the County Surveyor for recording.

II. CLIENT RESPONSIBILITIES

- A. Agency Fees (Task 2 & 3)
- B. Assist in coordinating any/all rights of entry needed for CTA to perform these tasks.
- C. Provide title reports and other title documents that may be required.

III. ADDITIONAL SERVICES

Any additional services requested by the Client and/or resulting from a change in the SCOPE OF SERVICES will be performed on a time and materials basis per the attached Hourly Rates & Billing Policy dated, August 1, 2016, attached hereto or, at a separately negotiated fee.

IV. REPRODUCTION, PRINTING & DELIVERIES

Reproduction cost and delivery expenses are reimbursable. In-house prints and deliveries shall be billed at cost. Outside print, reproduction, and delivery cost shall be billed at actual cost plus ten percent (10%).

V. BILLINGS

Clients shall be billed monthly for the percent of contract work completed. Invoices not paid within thirty (30) days are subject to a service charge of one and one-half percent (1½ %) per month.

HOURLY RATES & BILLING POLICY

Effective January 1, 2018, the following hourly rates will be charged for services rendered:

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
Principal	\$200.00	Licensed Surveyor	\$155.00
Project Manager	175.00	Survey Manager	140.00
Project Engineer	145.00	Office Surveyor	130.00
Planner	145.00	Survey Technician	105.00
Engineer 1	130.00	One Person Survey Crew	175.00
Engineer 2	120.00	Two Person Survey Crew	255.00
Engineer 3	110.00	Three Person Survey Crew	330.00
Cadd Operator 1	120.00		
Cadd Operator 2	110.00	Legal Consulting & Expert Witness:	
Cadd Operator 3	100.00	Depositions/Expert Witness	325.00
Project Assistant	90.00	Engineer	195.00
Plot Plans	75.00	Surveyor	155.00
Clerical/Printing/Deliveries	60.00	Travel Time	155.00

All outside and subcontracted services are billed at our cost plus ten percent (10%). All travel expenses such as lodging, meals and transportation will be charged at cost. Automobile mileage will be charged at the standard IRS rates.

Cost of normal survey stakes and other field supplies are included in the above rates. Special type monuments will be charged at cost.


Reproduction expenses will be charged at our cost plus ten percent (10%).

Agency fees and other outside charges are to be paid directly by the Client.

Billings will be monthly. Invoices are due and payable upon presentation. Interest at the rate of 1½% per month, commencing 30 days after invoice date, will be charged on delinquent accounts.

Cooper, Thorne & Associates, Inc., shall have the right to curtail any work on a project 30 days after invoices are due and payable, subject to five days written notice.

Hourly Rates & Billing Policy is subject to change January 1, 2019.



 David R. Crosariol, President



AGENDA ITEM 9D

Candi Bingham <rppud@riverpinespod.org>

Fish and Wildlife Filing Fee

Bruce Baracco <baraccoplanner@comcast.net>
To: rppud@riverpinespod.org

Tue, Feb 13, 2018 at 3:43 PM

Hi Candi,

All copies of report were delivered/mailed yesterday.

The 30-day review period is underway!

In order to file the Notice of Completion with the County Clerk, the District is required to pay the California Department of Fish and Wildlife an "Environmental Document Filing Fee."

The total amount is \$2,330.75 made payable to the Amador County Clerk.

If you get any questions you can't handle, give me a call.

Bruce

304-0028

collection and enforcement thereof are cumulative and may be pursued alternatively or consecutively as the Board determines by resolution. [Public Utilities Code §12811.1]. The District may elect to place a lien on a property with delinquent charges. [Public Utilities Code §12811 and Health]. The District may elect to use the procedure set forth to utilize the Amador County secured property tax rolls to collect delinquent water and sewer charges, penalties, and interest, along with administrative expenses associated with such collection method. [Water Code §55501.1 and Health & Safety Code §6520.10 and §6520.11].

1.05.090 Utility Charges are Responsibility of Real Property Owner.

All utility service and usage charges will be the responsibility of the real property owner (property owner of record). All billing statements, notices and other service account documents will be mailed to the property owner of record for services supplied by the District. [Public Utilities Code §1281131 and §16469(b)]. If any tenant is permitted to receive billing statements by the District, it in no way releases or relieves the property owner from liability for any unpaid charges, fees, and penalties. If unpaid charges exist, the District will not allow utility service to said property until such time as all delinquent charges, fees, and penalties are paid.

1.05.100 Charges for Facility Standby Accounts.

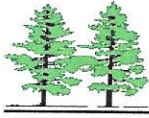
In order to provide for future development of undeveloped parcels a "Standby Fee" shall be assessed on all parcels within the District boundaries to which water is made available for any purpose by the District pursuant to the District Rate Schedule.

1.05.101 Charges for Voluntary Lock Off Accounts.

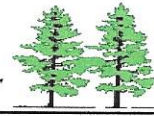
The costs of utility services are to be shared as equitably as possible among the District's utility customers. District services are ready upon demand 24 hours every day to meet customers' potential needs, which place consistent financial demands on the District's systems. Base service rate bills reflect, among other things, the overhead required to keep utility services in place, regardless of whether a particular customer uses the service during any billing period. In order to contribute to the sustainability of the water and sewer systems, but to also provide relief to a customer with special circumstances, a monthly fee of \$35.00 will be established for those parcels that have a water and/or sewer connection, but have no use uninhabitable/usable or is completely destroyed. The property owner of record must make a written request to the Board for the transfer of their account from an active account to a "Voluntary Lock Off" account. If the property qualifies and the Board approves, by motion, the customer's meter will be locked off and the account placed on Voluntary Lock Off account status. Upon written request of the property owner of record to transfer the account to active status, the account will be charged the reconnection fee set by the District's Rate Schedule, the meter returned to service and all rates set in the District's Rate Schedule applied to the account in subsequent billings. The Board may, by resolution, adjust the Voluntary Lock Off fee when it is in the best interest of the District and financial demands on the system require it.

1.05.102 Enforcement of District Rules and Procedures.

The District and its authorized personnel shall enforce the provisions of the District Rules, Procedures, General Administration and Operations and for such purpose may use every lawful means at its disposal in so doing, including termination of services to the property of any customer for failure to comply with any rule, policy, or procedure of the District. The collection



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: February 21, 2018
FROM: Candi Bingham, General Manager
SUBJECT: Recreation Grant River Access
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

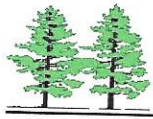
AGENDA ITEM 9F

RECOMMENDATION: For the District to participate in anything “Recreation” related it must get LAFCO approval. There is a minimum cost of \$500 for the application to LAFCO.

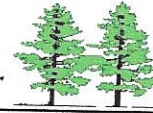
BACKGROUND: The houses on River Lane have grinders behind them. These grinders are used for the sewage from the houses. It is a steep embankment to the grinders, which makes it unsafe and challenging to service. This could cause worker injury, which in turn may lead to a lawsuit.

DISCUSSION: There are recreation grants available. Does the District want to apply to LAFCO to exercise their “Recreation” rights and use grant funds to install steps to the grinders/river? Or get estimates for a cost to install secure access to the grinders.

BUDGET IMPACT: Minimum \$500.00



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: February 21, 2018
FROM: Candi Bingham, General Manager
SUBJECT: Town Hall Improvement Committee
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

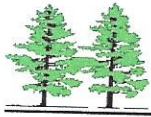
AGENDA ITEM 9G

RECOMMENDATION: The Town Hall floor is in great need to be replaced. Many of the tile edges are sticking up which could cause someone to trip (I have tripped). Also, there is a huge drainage issue in front of the building. When there are heavy rains, the water runs under the building and into the lower room of the Town Hall.

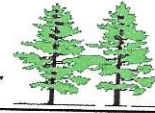
Creating a committee to find funding and acquire bids would be a good way to go.

DISCUSSION: Figuring out funding for these improvements/repairs. Director Raymond has submitted and application for funding from Lowes. There are also grant funds available for community buildings. In 2016 I started the process but stopped because the District thought Rotary was going to use the Town Hall for their yearly project. It was also a big challenge to get three bids for the work that needs to be done. Which includes: floors, drainage and new windows.

BUDGET IMPACT: Unknown



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: February 21, 2018
FROM: Candi Bingham, General Manager
SUBJECT: Solar Panel Committee
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

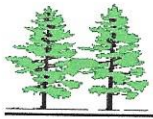
AGENDA ITEM 9H

RECOMMENDATION: There are quite a few grants for Solar funding. The installation of solar panels could greatly reduce the cost of running the District's operations and possibly create funds for the District.

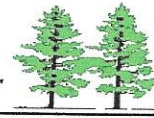
Funds are created when solar energy sold back to the electric companies, so they can provide energy to their customer base.

DISCUSSION: Is solar something that the District is interested in gathering information for? The Solar Panel Committee would be responsible for gathering the information about the Grants and bring that information back to the Board for discussion.

BUDGET IMPACT: Could save the District approximately \$2,500/mo. (PG&E – Sewer Pond)



RIVER PINES PUBLIC UTILITY DISTRICT



AGENDA ITEM 9I

MEETING DATE: February 21, 2018
FROM: Candi Bingham, General Manager
SUBJECT: Water Rights Committee
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

HISTORY: The District currently holds three (3) water right permits. The District's slow sand filter used to draw water from the Consumnes River and would go into the distribution system. 1987 was the last time water was used from the Consumnes. The State no longer permits the District to use the Slow Sand filter, stating exuberant cost and no measuring device in the River (water permit states that the river must be flowing at "x" before water can be diverted).

If the District does not figure out a way to use their current water rights, then there is a high chance that they will lose them. The Water Rights Permit states that water CANNOT be diverted and stored. So, the District needs to figure out how to divert and use without storing.

All plans MUST be approved by the State before anything will be permitted. State must permit before diversion takes place.

DISCUSSION: Water Rights Committee would work with the State to figure out what the District can do to put their water rights in "Active Status" so that they do not lose them.

BUDGET IMPACT: Thousands of Dollars – Unknown – depends on a plan accepted by the State.

POLICY TITLE: Board/Staff Communications
POLICY NUMBER: 1020

AGENDA ITEM 9K

Objectives: Effective governance of the District relies on the cooperative efforts of the agency's elected Board, who set policy and priorities, and the District's staff members, who analyze problems and issues, to make appropriate recommendations, and implement and administer Board policies. It is the responsibility of District staff to ensure Board members have access to information and to insure such information is communicated completely and with candor to those making the request. However, Board members should avoid intrusion into those areas that are the responsibility of District staff. Individual Board members must avoid intervening in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the General Manager and Board as a whole. This is necessary to protect District staff from undue influence and pressure from individual Board members and to allow staff to execute priorities given by management and the Board without fear of reprisal.

Role of the Board: As the legislative body for the agency, the Board is responsible for approving the District's budget, setting policy goals and objectives and adopting strategic plans. The primary functions of the District staff members are to execute Board policy and other Board actions and to keep the Board well informed.

Individual members of the Board should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities, without the prior knowledge and approval of the Board as a whole. If a Board member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Board to do so as a matter of Board policy.

Board members also have a responsibility of information flow. It is critical that they make extensive use of staff and agency reports and Board meeting minutes. Board members should come to meetings prepared; having read the agenda packet materials and supporting documents, as well as any additional information or memoranda provided on agency projects or evolving issues. Additional information may be requested from staff, if necessary.

Individual Board members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. The General Manager or Legal Counsel will pass critical information to all Board members.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress, etc.) are under review and not available for release until complete and after review by District staff. In addition, there are legal restrictions on the agency's ability to release certain personnel information

POLICY TITLE: Board Secretary
POLICY NUMBER: 1015

1015.1 The position of Secretary of the Board of Directors is required by state law. The Secretary performs duties including recording of minutes and actions of the Board of Directors and certifying all actions and resolutions of the Board.

1015.2 If for any reason the Board Chair and Vice-Chair resign or are absent or disabled, the Secretary shall perform the Board Chair duties until the position of Board Chair is filled.

1015.3 If for any reason the Board Chair and Vice-Chair disqualify themselves from participating in an agenda item or become partisan in the debate on any such item, the Secretary shall perform the duties of the presiding officer.

1015.4 Duties of the Secretary

The Secretary of the Governing Board shall have the following duties:

- a) Certify or attest to actions taken by the Board when required;
- b) Sign the minutes of the Board meeting following their approval;
- c) Sign the documents as directed by the Board on behalf of the Authority, and sign all other items which require the signature of the Secretary;
- d) Perform any other duties assigned by the Board and the General Manager; and
- e) Perform any other duties required under law.

1015.5 Responsibilities of the Secretary

The duties of the Secretary, with assistance of the General Manager, are:

- a) Respond to routine correspondence;
- b) Prepare for Board meetings, including preparing the agenda with the advice of the General Manager and providing public notice of Board meetings in accordance with state law;
- c) Attend all Board meetings and ensure minutes of the Board of Directors meetings are recorded. These recordings are for use by the Secretary only for the purpose of preparing minutes for adoption at the next regularly scheduled meeting of the Board. Upon adoption of these minutes the recording media will be reused;
- d) Ensure accurate Minutes of each Board meeting are prepared and maintained;
- e) Maintain Board records and other documents and reports as required by law; and
- f) Disseminate correspondence to Board officers addressed to them.

even to members of the Board. Any concerns Board members may have regarding the release of information or the refusal of staff to release information, should be discussed with Legal Counsel for clarification.

Policies: There shall be mutual respect from both staff and Board members of their respective roles and responsibilities at all times. There is a need for access to staff by Directors and at the same time, unlimited access could result in work priority conflicts for staff.

Purpose: The purpose of the policies listed below is to facilitate Board/staff communications consistent with these principles.

1020.1 All requests for information or questions by the Board to staff outside of a Board or Committee meeting, shall be directed to the General Manager, Legal Counsel, or the Clerk of the Board as appropriate and shall include the desired time and date for receiving the information. Staff will confirm the date they can provide the information. So that all Board members are equally informed, all written informational material requested by any Director shall be submitted by staff to all Board members with the notation indicating which Board member requested the information. If a Board member requests information from any other member of the staff, staff may either direct the matter to the General Manager or may ask the Board member to contact the General Manager directly.

1020.2 Individual Directors cannot directly assign work to staff members. Board initiated projects will follow organizational channels, through the General Manager, unless there is an emergency. As no formal procedure will answer all cases, the following should be considered as a guide and used with restraint and judgment:

- a) Directors should clear all short-term requests of Staff with the General Manager prior to contacting individual members of the staff and, in most cases, the General Manager should direct and handle the request for the Director.
- b) For long-term, involved studies or where the matter includes confidential material, the General Manager should be contacted and the subject matter discussed with the full Board at a Board meeting prior to staff working on the assignments.
- c) In the event that staff is a participant or representative of a Committee or Work Group of the Board, the Board may contact the staff member directly to request or provide information or confer regarding matters of the Committee or Work Group.

1020.3 At Board meetings and other public meetings, respectful communication is expected. Staff is encouraged to give their professional recommendations, and the Board should recognize that staff may make recommendations that could be viewed as unpopular with the public and with individual Board members. Board members may request clarification and ask questions of staff at public meetings, and Directors are encouraged to participate in healthy discussions amongst each other regarding items under discussion on the Agenda. However, Directors should refrain from debate with staff at Board meetings about staff recommendations or other items being discussed. Staff must recognize that the Board, as the decision maker, is free to reject or modify a staff recommendation and that the Board's wishes will be implemented by staff even if it was contrary to a staff recommendation.

1020.4 Directors shall not attempt to coerce or influence staff, included in the making of recommendations, the awarding of contracts, the selection of consultants, the processing of any projects or applications, or the granting of permits. Directors shall not attempt to change or interfere with the operating policies and practices of any district department through interaction with staff. Individual Directors may discuss these items with the General Manager to get clarification or raise concerns.

1020.5 Board members should not make public comments critical of the performance of a District staff member. Any concerns by a Director over the behavior or work of a district employee during a Board meeting should be directed to the General Manager privately to ensure the concern is resolved. All complaints about employees from Directors should be submitted privately to the General Manager or, if a complaint concerns the General Manager, to Legal Counsel.

1020.6 Staff will respect the right of Directors to refuse to provide information or answers to staff and recognize that Directors may be bound by other rules of law or procedure that do not permit the Director to speak about the subject matter presented. If a Director violates any of the policies regarding communications as stated in this policy, any member of staff has the right to request that the Director speak directly with the General Manager about the subject matter presented without any fear of reprisal.

POLICY TITLE: Claims against the District
POLICY NUMBER: 1025

Purpose: The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

1025.1 Property (Land and Improvements) Damage Claims

In the course of the District's operations – damage to land and improvements thereon occasionally occurs due to the proximity of the District's facilities to private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible.

When a property owner informs a District employee of damage to their property (by telephone or in person), the employee receiving the claim will document in writing the time and date and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability questions.

As soon as possible after information about the damage has been received, it shall be given to the General Manager, or his/her designee, shall investigate the property owner's allegations.

If the owner of damaged property informs a member of the Board, the information will be given to the General Manager. Directors should not independently investigate claims or make any representations to the property owner, but may go with staff to observe.

Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the General Manager.

If the investigating staff person is convinced that the damage was caused by District personnel, equipment, or infrastructure, he/she shall prepare a work order to have the damage repaired, subject to the following conditions:

- a) General Manager approves the work order;
- b) Property owner agrees that the proposed repairs are appropriate and adequate;
- c) Property owner agrees to allow District personnel access to their property to perform the repair work;
- d) District personnel have the necessary tools, equipment, and expertise to perform the necessary work;
- e) Repair work can be accomplished within a reasonable amount of time; and
- f) Cost of material for the repairs will not exceed five hundred dollars (\$500).

If the cost of material for repairs is stated by claimant or estimated by staff to exceed five hundred dollars (\$500), the owner will be asked to submit their claim in writing on a District claim form.

The General Manager shall review the damage claim and the proposed repair work within a reasonable amount of time. If he/she determines that the damage is the District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of material for the repairs will not exceed one thousand - dollars (\$1,000). A report shall be submitted to the Board of Directors describing the damage claim, including a description of the manner in which it was resolved. The claimant shall be notified of any action by the Board of Directors regarding their claim.

If the cost of material for repairs is stated by claimant or estimated to exceed three thousand dollars (\$3,000), the claim will be submitted to the Board of Directors for its consideration. The Board will consider the claim during a closed session ["anticipated litigation"] of a regular or special meeting. Action to accept or reject the claim may be taken in open or closed session. The claimant shall be notified of the Board's action regarding their claim. Notification that a claim has been rejected shall be accompanied by proof of service.

The Board will not consider a claim of an amount in excess of the insurance deductible, including the cost of investigation, without prior written approval of the District's insurance company.

Claims in excess of the District's insurance deductible shall be forwarded to the insurance company, and the claimant shall be advised of this action.

Claims for personal injury/wrongful death shall not be investigated by District staff or directors but shall be immediately forwarded to the District's insurance company.

1025.2 Property (Vehicles and Unsecured Property) Damage Claims

All claims of damage to vehicles, or other unsecured property, shall be submitted to the General Manager. He/she shall review the damage claim and the requested restitution. If he/she determines that the damage is the District's responsibility, he/she may authorize repairs or reimbursement of expenses to an amount not to exceed five hundred dollars (\$500). A report shall be submitted to the Board of Directors describing the damage claim, including a description of the manner in which it was resolved.

The claim will be processed as described above if the cost of material for repairs is estimated to exceed the applicable thresholds.

1025.3 Property Damage Claims on District Form

Except for damage to land and improvements estimated to cost less than five hundred dollars (\$500), all damage claims must be submitted in writing on a District claim form. This will ensure that a claim is valid and protect important rights of the District.

If an individual does not wish to file a claim on the District form, he/she may present the claim by letter if it conforms to Section 910 and Section 910.2, of the California Government Code. Section 910 specifies that a claim needs to show all of the following:

- a) The name and post office address of the claimant;
- b) The post office address to which the person presenting the claim desires notices to be sent;
- c) The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
- d) A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be

- known as the time of presentation of the claim;
- e) The name or names of the public employee or employees causing the injury, damage, or loss, if known; and
 - f) The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Section 910.2 of the California Government Code specifies the following:

The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.

If the filed letter/claim does not meet the requirements of the California Government Code Section 910 and Section 910.2, then a letter shall be sent to the claimant informing them of this fact.

District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, fax or personal delivery to the District office. Upon receipt, office staff shall date-stamp the document.

POLICY TITLE: Correspondence to the Board
POLICY NUMBER: 1040

AGENDA ITEM 9N

1040.1 All written or electronic correspondence addressed to the Board of Directors is to be sent to the District office. Copies of the written or electronic correspondence and written responses in reply thereto, if any, shall be distributed to each member of the Board, together with the next regular agenda or at the next regular meeting of the Board, depending on date of receipt or response. Individual Board members may receive correspondence addressed to him or her in his or her official capacity. However, Board members are not permitted to use agency resources for sending or receiving personal correspondence.

POLICY TITLE: Legal Counsel and Auditor
POLICY NUMBER: 1045

AGENDA ITEM 90

1045.1 The Board of Directors shall appoint a Legal Counsel to assist the Board and District in all applicable issues and activities.

1045.2 Legal Counsel shall be the legal adviser of the District, including the Board as a whole, the General Manager and department heads. Legal Counsel shall perform such duties as may be prescribed by the Board of Directors. Such duties include, but are not limited to, providing legal assistance necessary for formulation and implementation legislative policies and projects; represent the District's interests, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings; and to keep the Board and District staff apprised of court rulings and legislation affecting the legal interest of the District. Legal Counsel is required to review and approve as to form District legal documents, i.e. contracts, agreements, etc. The Legal Counsel shall present and report on all legal issues and Closed Session items before the Board. The Legal Counsel shall serve at the pleasure of the Board and shall be compensated for services as determined by the Board.

- a) The Legal Counsel reports to the Board as a whole but is available to each Director for consultation regarding legal matters particular to that Board member's participation. No Board member may request a legal opinion of legal counsel without concurrence by the Board, except as such requests relate to questions regarding that member's participation. The Legal Counsel shall be available to the District General Manager for consultation on applicable issues and activities.

1045.3 The District Auditor shall be appointed by the Board by a majority vote in a public meeting. The Board shall determine the duties and compensation of the Auditor. The Auditor shall serve at the pleasure of the Board. Selection of the Auditor shall be done in a noticed public meeting and at least every five years.

- a) The Board may appoint a committee to oversee the work of an independent auditor, who will report to the Board, to conduct an annual audit of the District's books, records, and financial affairs in accordance with state law and the Finance Committee Charter for Audit Compliance. The Chief Financial Officer/General Manager will install and maintain an accounting system that will completely, and at all times, show the financial condition of the District.

POLICY TITLE: Overview of the General Manager's Role
POLICY NUMBER: 1050

AGENDA ITEM 9P

1050.1 The General Manager is an employee of the District and has an employment agreement which specifies his or her terms of employment. The General Manager is the administrative head of the District under the direction of the Board of Directors. He or she shall be responsible for the efficient administration of all the District's affairs which are under the General Manager's control. The General Manager plans, organizes, directs, coordinates and evaluates all District operations, programs, and resources in accordance with short and long range goals, policy statements, and directives from the Board.

1050.2 The General Manager's Duties

The District's General Manager shall be responsible for:

- a) The implementation of policies established by the Board of Directors for the operation of the District;
- b) The planning, direction, and coordination of the day-to-day operations of the District through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
- c) The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employment policies established by the Board of Directors;
- d) Attend and participate in District Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
- e) The supervision of the District's facilities and services; and
- f) The supervision of the District's finances.

1050.3 The District's General Manager serves at the pleasure of the Board. The Board will provide policy direction and instruction to the General Manager on matters within the authority of the Board during duly-convened board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager and not through other District employees. Members of the Board will refrain from making requests directly to District employees (other than the General Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments. As members of the public, Directors may request non-confidential, factual information regarding District operations from District employees. If requesting public records, Directors must follow the District's Request for Public Records Policy.

POLICY TITLE: Budget Preparation
POLICY NUMBER: 2110

AGENDA ITEM 9Q

2110.1 An annual budget proposal shall be prepared by the General Manager [FINANCE DIRECTOR, or other responsible managing employee].

2110.2 Before review by the Board of Directors, the Board's Finance Committee shall meet with the General Manager [FINANCE DIRECTOR, or other responsible managing employee] to review his/her annual budget proposal.

2110.3 The proposed annual budget as reviewed and amended by the Board's Finance Committee shall be reviewed by the Board at its regular meeting in May.

2110.4 The proposed annual budget as amended by the Board during its review shall be adopted at its regular meeting in June.

POLICY TITLE: Credit Card Use
POLICY NUMBER: 2115

AGENDA ITEM 9R

2115.1 Purpose: The purpose of this policy is to prescribe the internal controls for management of District debit/credit cards.

2115.2 Scope: This policy applies to all individuals who are authorized to use District debit/credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.

2115.3 Implementation: A debit/credit card shall be issued to the General Manager or assigned Office staff. Debit/credit cards shall not be issued or used by members of the Board of Directors. Directors will use their personal credit cards for lawful expenses of the District (with prior Board approval) and seek reimbursement on a form provided by the District for that purpose.

- a) All credit card bills shall be paid timely to avoid late fees and finance charges.
- b) All debit/credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card. If a transaction involves both personal and District business, the employee shall pay for the transaction personally and request reimbursement by the District of the appropriate portion of the expense.
- c) All credit card transactions shall have third-party documents (receipts) attached and the District purpose annotated by the cardholder.
- d) The General Manager shall review and approve all debit/credit-card transactions.
- e) All records of the District involving credit card use, including receipts, invoices, and requests for reimbursement are disclosable public records to be maintained consistently with the District's records management policy.

POLICY TITLE: Employment of Outside Contractors and Consultants
POLICY NUMBER: 2120

2120.1 The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, auditing, and other purposes approved by the Board of Directors. The District's procedure is as follows:

- a) Construction projects will be advertised for bid in at least one local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.
- b) If public bidding requirements apply under law or the terms of any grant contract, those requirements shall be complied with to the exclusion of the previous paragraph.

2120.2 Consultants will be approved by the Board of Directors on the recommendation of the General Manager. The General Manager and/or Board of Directors will make their decision based on the consultant's experience and qualifications. The consultant will also be required to provide an explanation of scope of work, hours to complete, and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants for engineering, architectural, and other professional services shall be evaluated based upon qualification and not on cost of services per state law.

2120.3 Every person involved in the solicitation, selection, and approval of consultants shall comply with applicable conflicts of interest laws, including Government Code section 1090, the Political Reform Act of 1974, and the District's conflict of interests code.

POLICY TITLE: Expense Authorization
POLICY NUMBER: 2125

AGENDA ITEM 9T

2125.1 All purchases made for the District by staff shall be authorized by the General Manager [FINANCE DIRECTOR or other responsible managing employee], and shall be in conformance with the approved District budget.

2125.2 Any commitment of District funds for a purchase or expense greater than \$1,000 shall first be submitted to the Board of Directors for approval, or shall be in conformance with prior Board action and/or authorizations.

2125.3 A "petty cash" fund shall be maintained in the District office having a balance-on-hand maximum of \$75.00.

- a) Petty cash may be advanced to District staff or Directors upon their request and the execution of a receipt for same, for the purpose of procuring item(s) or service(s) appropriately relating to District business. After said item(s) or service(s) have been obtained, a receipt for same shall be submitted to the District Treasurer [FINANCE DIRECTOR, or other responsible managing employee], and any remaining advanced funds shall be returned. The maximum petty cash advance shall be \$50.00.
- b) No personal checks shall be cashed in the petty cash fund.
- c) The petty cash fund shall be included in the District's annual independent accounting audit.

2125.4 Whenever employees or Directors of the District incur "out-of-pocket" expenses for item(s) or service(s) appropriately relating to District business as verified by valid receipts, said expended cash shall be reimbursed upon request from the District's petty cash fund or by warrant request if needed. In those instances when a receipt is not obtainable, the requested reimbursement shall be approved by the General Manager [DISTRICT TREASURER, FINANCE DIRECTOR or other responsible managing employee] before remuneration. The District may establish a reimbursement request form and, if it does, no reimbursement will be made without submission of a request on that form.

2125.5 Requests for reimbursement to the District must have a good faith basis. Submission of a request for a reimbursement without such a basis shall subject the requestor to appropriate sanctions, up to and including termination of employment and referral to an appropriate law enforcement agency for prosecution.

POLICY TITLE: Purchasing
POLICY NUMBER: 2135

AGENDA ITEM 9U

2135.1 To purchase small items — such as office supplies, auto parts, and other miscellaneous items costing less than \$500 — vendors will be asked to submit pricing information by telephone or written quotation. District accounts are then awarded to those firms that provide the best prices, discounts, etc. Acquisitions are processed on purchase order forms that list instructions to vendors.

2135.2 To purchase items costing more than \$500 and up to \$25,000, quotations will be solicited from vendors and received by telephone or written quotation, preferably from two or more sources, before selecting a supplier and processing a purchase order. The Board of Directors must approve purchase orders.

2135.3 For items over \$25,000 or orders of large quantities, the District will provide suppliers with a list of items to be purchased. Suppliers will provide written quotes for consideration and recommendation to the Board of Directors for award of contract. Items on the list will be purchased from the supplier quoting the lowest prices and having an acceptable delivery date.

2135.4 Vehicles will be purchased through the State's Vehicle Procurement Program, unless they can be acquired at the same cost or less expensively from local sources by competitive quotation bids in accordance with section 2135.2.

2135.5 This policy covers the purchase of goods, not services and not public works construction services. Those matters are addressed in other policies of the District.