

RIVER PINES PUBLIC UTILITY DISTRICT



12900 Canyon Avenue, P.O. Box 70, River Pines, CA. 95675
(209) 245-6723 Tel (209) 245-5710 Fax

www.rppud.org

REGULAR MEETING AGENDA

Wednesday, October 19, 2016 - 5:30 P.M.

Please Note: All River Pines Public Utility District Board of Directors meetings are tape recorded.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need disability-related modifications or accommodations to participate in this meeting, please contact the District office at 209-245-6723.

Requests must be made as early as possible, and at least two full business days before the start of the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)
5. **PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Board; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per topic**.
6. **MINUTES: Discussion / Approval.**
 - A. September 14, 2016 Regular Meeting
7. **MONTHLY FINANCIAL STATEMENTS** – Period Ending September 30, 2016
8. **EXPENDITURE REPORT: Discussion / Approval.** Submitted Check Approval through September 31, 2016.
9. **MONTHLY OPERATIONS REPORT: Discussion.** Any matter requiring action will be placed on an upcoming agenda for consideration.
 - A. Monthly Water and Wastewater Operations Report.
 - B. Monthly General Manager Report.
10. **BOARD MATTERS:** Discussion / Action / Direction to Staff.
 - A. Jack Scroggs with KASL Engineering – Review Contract for the Development of Specs & Plans for Distribution System – Discussion and Possible Action
 - B. Results from the Survey Completed by Toma & Associates for the District Shop and Slow Sand Filter Area – Discussion and Possible Action
 - C. Handicap Access into Payment Door at District Office – Discussion and Possible Action
 - D. Continued Item - Emigrant Trail Road Repair – Discussion and Possible Action
 - E. Approve Amortization request for Account #73-031 – Discussion and Possible Action
 - Asking to amortize \$566.13 over six months (\$94.36/mo). High usage was due to an undetectable water leak.
 - F. Unbilled Parcels – How far Back Should District Bill Once Discovered - Discussion and Possible Action

- G. Update on Board of Supervisors Meeting for CDBG Grant - Discussion
- H. Update on Bylaws and Administrative Policies - Discussion

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

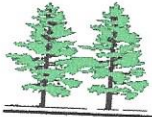
- A. Capital Improvements and general repairs necessary at the District. Continued Item.

11. COMMITTEE COMMENTS/REPORTS: Continued Item.

12. FUTURE AGENDA TOPICS: This is an opportunity for Board Members and District Staff to request matters to be placed on upcoming agendas.

13. ADJOURNMENT – The next Regular Meeting November 9, 2016 at 5:30 p.m.

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RIVER PINES PUBLIC UTILITY DISTRICT

**Wednesday, September 14, 2016
ACTION MINUTES**

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

2. ROLL CALL/MEMBERS PRESENT:

Chairman Cathy Landgraf
Director Rene' Walden-Qualls
Director Anita Ebbinghausen
Director Michael Gardner
Director Richard Miller

Candi Bingham, General Manager

ABSENT: None

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

4. AGENDA: M/S Gardner/Ebbinghausen approve the agenda.

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Gardner, Landgraf, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

5. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:

None

6. MINUTES: M/S Gardner/Miller with the following vote:

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None.

7. Monthly Financial Report: M/S Gardner/Walden-Qualls as submitted with the following vote:

Motion Carried 5-0 with the following Vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

8. EXPENDITURE REPORT: M/S Gardner/Walden-Qualls approve with following vote:

Motion carried 5-0 with the following vote:

AYES: Ebbinghausen, Landgraf, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

9. MONTHLY OPERATIONS REPORT.

- A. Monthly Water and Wastewater Operations Report – See Report
- B. Monthly General Manager Report – See Report.

10. BOARD MATTERS:

- A. Two Year Rate Increase Proposal – Possible Vote to Accept – Discussion and Possible Action.
Patrick Henry addressed the Board in regards to his concerns with the Rate Increase. Mr. Henry noted that with the District’s marginal profits and with the grants available, he does not understand why the need for rate increases.

Board of Directors explained to Mr. Henry that in order to be considered for the grants the District needs to show that they will be able to maintain what the state improves; otherwise, the chance for a grant could diminish. Board of Directors also explained to Mr. Henry that the Rate Increase amounts were considered using the Rate Study that was performed for the District in 2014. Rate Study is posted on the District’s Website for review.

Motion carried 5-0 to increase the Water Rates October 2016 and October 2017 according to the proposed rate schedule with the following vote:

AYES Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES None
ABSTAIN: None
ABSENT: None

- B. 2016/2017 District Budget – Possible Vote to Accept – Discussion and possible action.

Motion carried 5-0 to accept the proposed 2016/2017 District Budget with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

- C. Town Hall Key to Food Bank – Discussion and Possible Action
Following discussion of the GM and Board of Directors, it was decided that should the GM need to leave before the Food Bank, then the GM will give a key to Lee King so that he can properly close up the Town Hall. Lee King, following lockup of the Town Hall, will immediately place the key into the drop box.
- D. Approve the Purchase of District tools in the amount of \$4,300 for the Plant Operator – Discussion and Possible Action.
Board of Directors approved the purchase of the items on the Tool List with the exception of the Chainsaw and Jack Hammer. See Agenda Packet for items approved.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

E. October Board Meeting Date – Discussion and Possible Action

GM stated that she will be on vacation and will not be able to formulate the Agenda Packets to include the Financial Reports before she leaves if the Board Meeting is held on October 12, 2016.

Board of Directors, after discussing, voted to hold the October Board Meeting on October 19, 2016 at 5:30 pm. to include the District's Financial Reports.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

F. Ground Maintenance near Slow Sand Filter – Discussion and Possible Action.

Board of Directors discussed contracting backhoe service to remove the debris alongside the Consumnes River near the Slow Sand Filter. Following discussion, the Board of Directors agreed on the urgency of this matter and asked the GM to receive local bids and hire the most reasonable and schedule the project as soon as possible.

11. BOARD OF DIRECTORS COMMENTS/REPORTS:

- A. Capital Improvements and general repairs necessary at the District. Continued Item.
None at this time

11. COMMITTEE COMMENTS/REPORTS: None.

12. FUTURE AGENDA TOPICS:

13. ADJOURNMENT: The meeting adjourned at 6:46 p.m.

Respectively submitted,
Candi Bingham, Acting Board Clerk

River Pines Public Utility District
Profit & Loss by Class
 September 2016

River Pines Public Utility District
 October 19, 2016 Meeting
 Agenda Item 7

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Base Fee Income			
Sewer	10,729.98	0.00	10,729.98
Stanby	646.41	646.41	1,292.82
Voluntary Lock-Off	87.50	87.50	175.00
Water	0.00	9,920.50	9,920.50
Total Base Fee Income	11,463.89	10,654.41	22,118.30
Interest Income	0.67	0.85	1.52
Variable Income			
Door Hanger Fee	0.00	153.00	153.00
Late Fees	245.05	255.21	500.26
Reconnection Fee	0.00	60.00	60.00
Water - Usage	0.00	3,786.15	3,786.15
Total Variable Income	245.05	4,254.36	4,499.41
Total Income	11,709.61	14,909.62	26,619.23
Gross Profit	11,709.61	14,909.62	26,619.23
Expense			
Bank Charges			
60400 - Bank Service Charges	10.00	0.00	10.00
Total Bank Charges	10.00	0.00	10.00
Board Members			
Stipends	187.50	187.50	375.00
Total Board Members	187.50	187.50	375.00
Contracted Expenses			
Manager	2,416.66	2,416.68	4,833.34
Total Contracted Expenses	2,416.66	2,416.68	4,833.34
Employees			
Amador Water - Weekend Cove...	165.00	165.00	330.00
Medical Insurance	415.58	415.58	831.16
Field			
Total Medical Insurance	415.58	415.58	831.16
Payroll Expense			
Field Payroll	2,580.20	2,548.28	5,128.48
Payroll Taxes - Employer's	197.38	197.39	394.77
Total Payroll Expense	2,777.58	2,745.67	5,523.25
Reimbursements			
Phone	27.00	27.00	54.00
Total Reimbursements	27.00	27.00	54.00
Retirement - Field	135.26	135.26	270.52
Total Employees	3,520.42	3,488.51	7,008.93
Sewer Expenses			
Electricity - Sewer	1,522.35	0.00	1,522.35
Sewer - Parts/Supplies	69.04	0.00	69.04
Telephone - Sewer	76.11	0.00	76.11
Testing - Sewer	60.00	0.00	60.00
Total Sewer Expenses	1,727.50	0.00	1,727.50
Town Hall Expenses			
Janitorial	120.00	120.00	240.00

River Pines Public Utility District
Profit & Loss by Class
September 2016

	Sewer	Water	TOTAL
Supplies	5.08	5.08	10.16
Total Town Hall Expenses	125.08	125.08	250.16
Void	0.00	0.00	0.00
Water Expenses			
Chlorine	0.00	689.94	689.94
Electricity - Water	0.00	1,213.18	1,213.18
Supplies	0.00	163.17	163.17
Telephone - Water	0.00	79.30	79.30
Water Testing	0.00	771.00	771.00
Total Water Expenses	0.00	2,916.59	2,916.59
60200 · Automobile Expense			
Gasoline	55.25	55.26	110.51
Total 60200 · Automobile Expense	55.25	55.26	110.51
63300 · Insurance Expense			
Workers' Compensation	19.56	19.56	39.12
Total 63300 · Insurance Expense	19.56	19.56	39.12
64900 · Office Expenses			
License/Certifications	0.00	250.00	250.00
Postage/Shipping	94.00	94.00	188.00
Printing	130.00	130.00	260.00
Software	7.49	7.50	14.99
Website Service	25.00	25.00	50.00
Total 64900 · Office Expenses	256.49	506.50	762.99
66700 · Professional Fees			
Legal Fees	99.50	99.50	199.00
Security Service/Maintenance	140.00	140.00	280.00
Total 66700 · Professional Fees	239.50	239.50	479.00
68600 · Utilities			
Disposal	40.06	40.06	80.12
Electricity - Office	0.00	27.43	27.43
Electricity - Town Hall	27.43	0.00	27.43
Electricity - Street Lights	167.78	167.79	335.57
Internet	85.00	85.00	170.00
68100 · Telephone - Office	30.00	30.00	60.00
Total 68600 · Utilities	350.27	350.28	700.55
Total Expense	8,908.23	10,305.46	19,213.69
Net Ordinary Income	2,801.38	4,604.16	7,405.54
Other Income/Expense			
Other Income	183.80	183.82	367.62
Total Other Income	183.80	183.82	367.62
Net Other Income	183.80	183.82	367.62
Net Income	2,985.18	4,787.98	7,773.16

River Pines Public Utility District
Balance Sheet
As of September 30, 2016

	Sep 30, 16
ASSETS	
Current Assets	
Checking/Savings	
Bank Accounts	
El Dorado Checking	27,050.63
El Dorado Checking-5866 SRAFPF	44,984.45
El Dorado Checking - 3101 Laif	557.59
El Dorado Savings - Deposits	26,847.66
Total Bank Accounts	99,440.33
California Bank & Trust - Water	18,537.16
Change Till	75.00
LAIF Investment Fund - Sewer	312,497.69
Total Checking/Savings	430,550.18
Accounts Receivable	
11000 · Accounts Receivable	87,167.67
Total Accounts Receivable	87,167.67
Other Current Assets	
12000 · Undeposited Funds	-5,591.06
Total Other Current Assets	-5,591.06
Total Current Assets	512,126.79
Fixed Assets	
Accumulated Depreciation	-1,015,908.00
Fixed Assets	
Building - Sewer	3,139.93
Building - Water	80,441.78
Equipment - Sewer	42,219.85
Equipment - Water	103,508.65
Land - Sewer	1,952.12
Land - Water	13,310.51
Office Equipment - Sewer	4,676.99
Office Equipment - Water	5,115.26
System - Sewer	603,941.83
System - Water	792,643.61
Total Fixed Assets	1,650,950.53
Work In Progress - SRAFPF	28,253.57
Total Fixed Assets	663,296.10
Other Assets	
Utility Encroachment - Deposit	828.18
Total Other Assets	828.18
TOTAL ASSETS	1,176,251.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-333.34
Total Accounts Payable	-333.34
Other Current Liabilities	
Payroll Taxes	-6.68
Security Deposits - 50/50 W/S	5,233.15
Vacation Payable - 50/50 W/S	8,120.57
Total Other Current Liabilities	13,347.04

River Pines Public Utility District
Balance Sheet
As of September 30, 2016

	<u>Sep 30, 16</u>
Total Current Liabilities	13,013.70
Long Term Liabilities	
Bank & Trust - Water	95,000.00
Deferred Grant Income	28,252.50
Total Long Term Liabilities	<u>123,252.50</u>
Total Liabilities	136,266.20
Equity	
32000 · Retained Earnings	984,632.75
Net Income	55,352.12
Total Equity	<u>1,039,984.87</u>
TOTAL LIABILITIES & EQUITY	<u>1,176,251.07</u>

River Pines Public Utility District
 Account QuickReport-Board Meetings
 As of September 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Bank Accounts						
EI Dorado Checking						21,287.49
Deposit	08/31/2016			Interest		21,287.49
Deposit	09/01/2016			Deposit	0.34	21,287.83
Deposit	09/02/2016			Deposit	128.00	21,415.83
Bill Pmt -Check	09/06/2016	12353	Aces Waste Services, Inc.	1175	126.59	21,542.42
Bill Pmt -Check	09/06/2016	12354	Amador Water Agency	30018	-80.12	21,462.30
Bill Pmt -Check	09/06/2016	12355	AT&T - Water	209 245-4011 722 0	-330.00	21,132.30
Bill Pmt -Check	09/06/2016	12356	california Laboratory Services	August 2016 - Water/Sewer Testing	-79.30	21,053.00
Bill Pmt -Check	09/06/2016	12357	Candi Bingham	Pay Differential for new Contract - Sept. 2016	-831.00	20,222.00
Bill Pmt -Check	09/06/2016	12358	Lemieux & O'Neill	August 2016 - Legal	-333.34	19,888.66
Bill Pmt -Check	09/06/2016	12359	PG&E - Street Lights	7368084062-7	-199.00	19,689.66
Bill Pmt -Check	09/06/2016	12360	Ragg Mopp Janitorial	Town Hall Services - August 2016	-167.80	19,521.86
Bill Pmt -Check	09/06/2016	12361	S&J Auto Service	Exhaust Repair Pipe - East Side Lift Station	-240.00	19,281.86
Bill Pmt -Check	09/06/2016	12362	SDRMA	2015-16 Workers Comp Audit Difference - Invo...	-12.74	19,269.12
Bill Pmt -Check	09/06/2016	12363	SEIU	Greg Guina - Period Ending 8/20/2016	-39.12	19,230.00
Bill Pmt -Check	09/06/2016	12364	USA Bluebook	Latex Gloves & Small Water System Operation/...	-35.17	19,194.83
Bill Pmt -Check	09/06/2016	12365	AT&T - Sewer	209 245-3984 701 9	-158.95	19,035.88
Bill Pmt -Check	09/06/2016	12366	PG&E - Water 2	2458584137-2	-76.11	18,959.77
Bill Pmt -Check	09/06/2016	12367	USA Bluebook	Chlorine Reagent Set (12) - Invoice #033422	-977.40	17,982.37
Bill Pmt -Check	09/06/2016	12368	PG&E - Water	3357284549-4	-689.94	17,292.43
Bill Pmt -Check	09/06/2016	12369	PG&E - Office/Town Hall	6898952032-2	-235.78	17,056.65
Bill Pmt -Check	09/06/2016	12370	PG&E - Sewer	8721806002-5	-54.86	17,001.79
Bill Pmt -Check	09/06/2016	12371	NFS	RKE-005495 - August 2016	-1,522.35	15,479.44
Bill Pmt -Check	09/06/2016	12372	SEIU	Period Ending Sept. 3, 2016	-270.52	15,208.92
Bill Pmt -Check	09/06/2016	12373	Anita Ebbinghausen	Stipend - Sept. 2016	-35.17	15,173.75
Bill Pmt -Check	09/06/2016	12374	Cathy Landgraf	Stipend - Sept. 2016	-75.00	15,098.75
Bill Pmt -Check	09/06/2016	12375	Michael Gardner	Stipend - Sept. 2016	-75.00	15,023.75
Bill Pmt -Check	09/06/2016	12376	Rene Walden-Qualls	Stipend - Sept. 2016	-75.00	14,948.75
Bill Pmt -Check	09/06/2016	12377	Richard Miller	Stipend - Sept. 2016	-75.00	14,873.75
Bill Pmt -Check	09/06/2016	12378	Mission IT Solutions	Stipend - Sept. 2016	-75.00	14,798.75
Bill Pmt -Check	09/06/2016	12379	Zip Graphic	Security Maintenance - Sept. 2016	-280.00	14,518.75
Deposit	09/06/2016			4 Parking Signs/Vehicle Signs 2	-260.00	14,258.75
Check	09/07/2016	eft	Gregory Guina	Deposit	436.49	14,695.24
Check	09/07/2016	eft	Tax Impound - State		-1,923.31	12,771.93
Check	09/07/2016	eft	Tax Impound - Federal		-164.58	12,607.35
Check	09/07/2016	debit	Adobe PDF		-789.09	11,818.26
Deposit	09/08/2016				-14.99	11,803.27
Deposit	09/08/2016				264.17	12,067.44
Deposit	09/09/2016				529.50	12,596.94
Deposit	09/09/2016				6,159.27	18,756.21
Check	09/09/2016	eft	Rocky Ridge Wireless	Internet - August 2016	118.09	18,874.30
Check	09/12/2016	debit	USPS	Deposit	-170.00	18,704.30
Bill Pmt -Check	09/14/2016	12380	Anthem Blue Cross	Postage	443.53	19,147.83
Bill Pmt -Check	09/14/2016	12381	Candi Bingham	208217	-47.00	19,100.83
Bill Pmt -Check	09/14/2016	12382	Mt. Aukum Store	Services per Contract - Sept. 2016	-831.16	18,269.67
Deposit	09/14/2016			August 2016 Charges - Gas/Supplies	-2,416.67	15,853.00
Deposit	09/15/2016			Deposit	-181.19	15,671.81
				Deposit	109.00	15,780.81
					5,542.68	21,323.49

River Pines Public Utility District

Account QuickReport-Board Meetings

As of September 30, 2016

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	09/15/2016			Deposit	290.52	21,614.01
Check	09/15/2016	eft	Eldorado Savings Bank	Service Charge for Wire Transfer	-10.00	21,604.01
Deposit	09/15/2016			Deposit	8,000.00	29,604.01
Check	09/20/2016	debit	Digital Deployment	Website	127.49	29,731.50
Deposit	09/20/2016			Deposit	-50.00	29,681.50
Deposit	09/21/2016			Deposit	252.02	29,933.52
Check	09/21/2016	eft	Gregory. Guina	Deposit	360.19	30,293.71
Check	09/22/2016	eft	Tax Impound - State		-1,786.02	28,507.69
Check	09/22/2016	eft	Tax Impound - Federal		-136.75	28,370.94
Check	09/22/2016				-688.33	27,682.61
Deposit	09/22/2016			Deposit	8,539.93	36,222.54
Bill Pmt -Check	09/22/2016	12383	California Bank & Trust	1030264749	-890.00	35,332.54
Bill Pmt -Check	09/22/2016	12384	Candi Bingham	Services for October 2016	-2,416.67	32,915.87
Bill Pmt -Check	09/22/2016	12385	Gregory Guina	Phone Reimbursement - October 2016	-54.00	32,861.87
Bill Pmt -Check	09/22/2016	12386	PG&E - Street Lights	7368064062-7	-167.77	32,694.10
Bill Pmt -Check	09/22/2016	12387	United States Treasury	Tax Period March 31, 2016 - ID 94-1540099	-6.69	32,687.41
Check	09/23/2016	12388	Void		0.00	32,687.41
Check	09/23/2016	12389	Void		0.00	32,687.41
Deposit	09/23/2016			Deposit	131.09	32,818.50
Check	09/26/2016	debit	Paypal - American Ground Wa...	Training - Greg - Chrome 6 Technology	-250.00	32,568.50
Check	09/26/2016	debit	USPS	Postage - 3 Rolls	-141.00	32,427.50
Deposit	09/26/2016			Deposit	449.90	32,877.40
Check	09/28/2016	eft	RingCentral	Office Phone - September 2016	-60.00	32,817.40
Check	09/28/2016	debit	River Pines Public Utility Distri...	Transfer - Control System for Spray Fields	-8,000.00	24,817.40
Deposit	09/29/2016			Deposit	2,232.38	27,049.78
Deposit	09/30/2016			Interest	0.35	27,050.13
Deposit	09/30/2016			Interest	0.50	27,050.63
Total El Dorado Checking					5,763.14	27,050.63
Total Bank Accounts					5,763.14	27,050.63
TOTAL					5,763.14	27,050.63

**River Pines Public Utility District
 Operations Report**

For Month of: September 2016

Water System

<u>Water Production</u>	<u>SOURCE</u>	<u>Gallons</u>
	Well 2	703,500
	Well 3R	900,000
	Well 6R	74,834
Total Produced		1,314,434
Total Metered/Sold		985,730
Net Loss		29%

- Did Monthly report for California Dept. of health.
- Did meter reads
- AWA ran the water, wastewater & distribution for the month of September

Major or Significant Activities

Wastewater System

Wastewater Flows

(Gal.)

Influent Treated 703,700
 Effluent Discharged 900,000

Major or Significant Activities

- Have Cal fire out in spray fields clearing brush



RIVER PINES PUBLIC UTILITY DISTRICT

22900 Canyon Ave., PO BOX 70, River Pines, CA 95971
Phone: (209) 245-6723 Fax: (209) 245-5710 Email: RPPUD@RPPUD.org

River Pines Public Utility District
October 19, 2016 Meeting
Agenda Item 9b

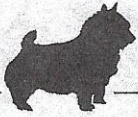
GENERAL MANAGER'S REPORT

For the Month of: September 2016

1. Completed 2015 Audit – See Enclosed (still waiting for reports)
2. Received Updated Property Ownership List from Assessors Office – Updating Accounts and Billing New Accounts
3. KASL Engineering Spoke with State in regards to Well 6R – No Luck – See Enclosed
4. Greg was on Vacation 9/5 – 9/23 – See Enclosed
5. Received Phone Call from Amador Health – they are requiring residents next to shop to hook up to District Water Service
6. Ground Maintenance was completed near Slow Sand Filter
7. A Voluntary Lock Off property will be rebuilding in the next couple of months – will be required to hook up to code.
8. Plant Operator Operation/Maintenance Schedule – Have it all put together just need to format. Will be on the November Agenda for review and approval.
9. Producing a District Policy to Sub-Contract Sewer Inspection Equipment and Plant Operator – Will be on the November Agenda for review and approval.
10. Monthly Service Billing
11. Monthly Late Notices
12. Monthly 48 Hour Notices
13. Typed Board Minutes
14. Agenda & Packets

Work in Progress:

1. Amador LAFCO Project (ongoing) – working with Roseanne Chamberlain, Amador LAFCO Executive Officer
2. Working on Office Manual – required for anyone who works the office
3. Working on Capital Improvement Plan – required by state
4. Submitting Grant for Town Hall improvements – Rotary timeline is unknown.



Robert W. Johnson
an accountancy corporation

6234 Birdcage Street, Citrus Heights, California 95610 | robertwjohansoncpagroup@gmail.com | 916.723.2555
www.bob-johnson-cpa.com

September 19, 2016

To the Board of Directors
River Pines Public Utility District
P.O. Box 70
River Pines, CA 95675

We have audited the financial statements of River Pines Public Utility District for the year ended June 30, 2016, and have issued our report thereon dated September 19, 2016. Professional standards require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated May 31, 2016, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we considered the internal control of the District. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our engagement letter dated May 31, 2016.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by River Pines Public Utility District are described in Note 2 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2016. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Accrual and disclosure of compensated absences: Management's estimate is based on information collected by the District using current pay rates and District's policy on employee use of compensating time-off. Our audit agreed balances reported in the financial statements to those in the District calculated spreadsheets.
- Capital asset lives and the related depreciation expense: Management's estimate is based on the District's policy of depreciating assets. We scanned asset listings for reasonable compliance to this approach.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 19, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the management and Board of Directors and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Robert W. Johnson, An Accountancy Corporation

Robert W. Johnson, An Accountancy Corporation



September 27, 2016



Ms. Candi Bingham
General Manager
River Pines Public Utility District
P.O. Box 70
River Pines, CA 95675

7777 Greenback Lane
Suite 104
Citrus Heights, CA
95610

Subject: Well 6R and Well 6R Dedicated Pipeline Funding by DWSRF

Tel. 916/ 722-1800
Fax 916/ 722-4595

Candi:

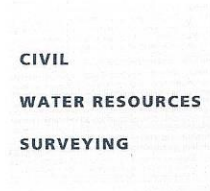
Principal:
John C. Scroggs

On Thursday, September 22, Dale Bugenig and I conducted a conference call with Dave Remick and Bhupinder Sahota of the State Water Resources Control Board, Division of Drinking Water, regarding DWSRF funding for rehabilitation of Well 6R and the Well 6R dedicated line. These items are included in the RPPUD Water Rehabilitation Study. Mr. Sahota and Mr. Remick explained they do not support funding for these improvements because:

- Identifying and plugging locations where contaminated groundwater is entering the well could adversely impact the well delivery which has been steady at ± 65 gpm
- The State has already funded the Well 6R Water Treatment Facilities and these water treatment facilities are providing water which meet the requirements of the Drinking Water Division
- Even if locations where contaminated groundwater is entering the well could be located and sealed off, Well 6R Water Treatment Facilities are still required since it has been determined that this well is delivering groundwater under the influence of surface water.

Mr. Sahota and Mr. Remick further explained that they do not support funding a separate dedicated line from Well 6R to the new water storage tank because:

- The contact tank installed at the Well 6R WTP should be adequate
- The State has not received complaints from RPPUD customers regarding over chlorinated or bad tasting water
- The State has no record that RPPUD must apply excessive dosages of chlorine to the Well 6R treated water to achieve adequate coliform reductions. According to the chlorination records received by the State, the District does not apply any more chlorine to Well 6R water than it does to the water delivered from Well 2 or Well 3R.



We hope that this summary of our call with the Drinking Water Division is useful to the District. We believe that Well 6R serves as a valuable, reliable, backup source of groundwater supply to RPPUD and we would support application by the District to other agencies to fund measures to reduce coliform contamination at this location and to construct a separate dedicated line from Well 6R to the Circle Avenue Water Storage Tank. We also suggest that the District maintain an active, accessible, file of complaints from your customers regarding water supplied by Well 6R.

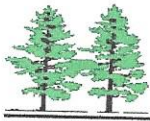


Very Truly Yours,

KASL Consulting Engineers

A handwritten signature in blue ink, appearing to read "John C. Scroggs", is written over the typed name.

John C. Scroggs.



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: October 19, 2016
FROM: Candi Bingham, General Manager
SUBJECT: AWA Slate Creek Repair – Greg on Vacation
AGENDA TYPE: Regular Meeting
ATTACHMENTS: Yes

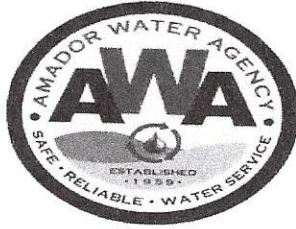
RECOMMENDATION: If something needs fixed or repaired before Greg leaves on vacation, Greg is to complete the repairs even if it means overtime pay.

BACKGROUND: Per Lonnie from AWA - Friday, September 2, 2016 Greg phoned him to inform him that there was an electrical issue at Slate Creek Lift Station. Monday morning on my way back from the sewer pond to check out a vehicle that was trespassing I noticed AWA at the Lift Station. I stopped and spoke with Lonnie. He informed me that Greg had contacted him Friday to let him know they need to make a repair at the Lift Station. I asked Lonnie why Greg did not complete the repair and he said he did not know. I also inquired as to what the repair was and he stated that their electrician needed to purchase a battery and replace it. Lonnie asked if the District had a battery on hand or if they should purchase and bill the District. I instructed them to purchase and bill the District.

When Greg returned I asked him about the repair. He stated that Brent Stewart was not available before his shift ended.

DISCUSSION: If this was a Brent Stewart repair I do not understand why Brent could not come anytime and fix the problem. If this was a Plant Operator repair, to just replace a battery, why couldn't Greg work past his shift, especially since he was leaving for three weeks, to make the repair himself?

BUDGET IMPACT: Cost the District \$1,894,49 to have AWA's electrician change out the battery.



DATE	INVOICE NO
9/27/2016	0000393

BILL TO
RIVER PINES PUD P.O. Box 70 River Pines, CA 95675

DUE DATE
10/21/2016

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS ACCOUNT BALANCE 240.00

WO Billing:

0000062 - Labor	1.00	1,894.49	1,894.49	0.00	0.00	1,894.49
0000062 - Services	1.00	111.21	111.21	0.00	0.00	111.21

INVOICE TOTAL: 2,005.70 0.00 0.00 2,005.70

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (209) 223-3018

Customer Name: RIVER PINES PUD
Customer No: 014631
Account No: 0000018 - Outside Services/30018

DUE DATE	INVOICE NO
10/21/2016	0000393

Please remit payment by the due date to:

Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685

Invoice Total: 2,005.70
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 2,245.70

INVOICE BALANCE: \$2,005.70
AMOUNT PAID: _____

Riebes auto parts

BART INDUSTRIES

Remit: 5404 Pacific St.

145 Rocklin, CA 95677

Amador Water Agency


2800 Ridge Road

Sutter Creek, CA 95685-0000

2713

900002312
 RIEBES AUTO PARTS 312
 HWY 49 AND RIDGE ROAD
 SUTTER CREEK, CA 95685

Time: 11:49
 Date: 09/06/2016
 Page: 1/1

Invoice Number 643390


Employee: 652 , RON
 Sales Rep: 0 , Salesman
 Accounting Day: 6

Y
 OCR
 9000023126433905
 Y

Part Number	Line	Description	Quantity	Price	Net	Total	
	BAT	NAPA BATTERY	1.00	132.90	84.9700	84.97	T
	BAT	Core Deposit	1.00	18.00	18.0000	18.00	TD

Handwritten: seeds wo #300180
 #62
 103.03

SEP 06 2016

Delivery: *Handwritten:* (1)
 Attention:
 Tax Exemption:
 PO#: RIVER PINES *Handwritten:* wo # 62 (1)
 Terms: Net 10th
Handwritten: JC # 300180
 62# 103.03.424060
 562750

Subtotal	102.97
800 AMADOR COUNTY 8.0000%	8.24
Total	111.21
Charge Sale	111.21

Customer Signature
 COPIES RETURNED MUST BE ACCOMPANIED BY THIS INVOICE
 THANKS FOR YOUR BUSINESS
 TIRE CHAIN SALES FINAL
 REF BY _____ VER BY _____

CUSTOMER COPY



169557

Work Order 169557

Open Closed
Amador Water Agency
Printed 9/26/2016 - 10:21 AM

Problem Description #69

Requested By: BREWSTER, LONNY Priority: 2 - Normal
on 9/21/2016

Type: Service Order
Job Cost #: 30018

Problem:

Description: River Pines Wastewater

Special Instructions:

Assigned To:

Schedule Date: 9/6/2016

Assigned Shop: Wastewater (WWW)

Equipment Details

Asset Name/ID: River Pines Wastewater
Manufacturer:
Model #:
Serial #:
Vicinity:
Last Reading:
Current Reading: _____

Asset/Location Information

03 Outside Services
City of River Pines
River Pines Wastewater
Street:
City/State/Zip:
Phone:
APN:

Labor

Labor

Work Date Reg Hrs OT Hrs Other Hrs

Work Date	Reg Hrs	OT Hrs	Other Hrs

Labor Report

Completed: _____ Failure Code: _____

Report: river pines daily routine work on lift station #3 trouble shoot lift station - replace bad deep cell battery & controll fuse.

Completed: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into as of _____ by and between the River Pines Public Utility District, a California independent special district ("District"), and KASL Engineering Consultants, Inc., a California Corporation ("Consultant").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the District the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion specified in Exhibit A. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to This Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. District hereby agrees to pay Consultant a sum not to exceed \$ _____ for the work as described in Exhibit A, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's fee proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subconsultants of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period and the balance available under the Agreement;
- At District's option, for each work item in each task, Invoices shall include the billing classification of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 Monthly Payment. District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. District shall pay the last invoice due pursuant to this Agreement within Sixty (60) days after completion of the services and submittal to District of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement unless approved, in writing, and in advance, by the District. District shall make no payment for any extra, further, or additional service pursuant to this Agreement unless approved in writing and in advance by the District.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses for outside copying, printing, binding and delivery, if any, are set forth in Exhibit B, and shall not exceed actual costs incurred by Consultant. Expenses not listed in Exhibit B are not chargeable to District. Reimbursable expenses included in the total amount of compensation provided under this Agreement shall not be exceeded unless approved in writing by the District.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The District is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the District Manager.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the

and equipment shall be provided by the Consultant, and only for the term and extent of the set forth herein amount. District shall provide facilities for a table for the cabinet Agency conference space, as agreed upon in writing by the Consultant and District. Consultant shall provide a change order to the contract and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the District. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such

insurance shall be included in the Consultant's fee proposal. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s) and provided evidence thereof to District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Consultant shall notify District within fourteen (14) days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

a. District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a

4.2.3 Additional requirements. Each of the following original insurers included in the District and its officers, employees, agents, and volunteers, and that no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District. Consultant shall notify District within fourteen (14) days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed Consultants performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided,

canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The District shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish District with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subconsultants. Consultant shall include all subconsultants as insureds under

4.3.3 subcontracts. All coverages shall apply if the professional liability coverage requirements stated on the claims-made form:

4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase

in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five (5) days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** Consultant shall indemnify, defend with counsel selected by

actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subconsultants, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents or volunteers and (2) the actions of Consultant or its employees, subconsultant, or agents have contributed in no part to the injury, loss of life, damage to property or violation of the law. It is understood

that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Design Consultants. Notwithstanding Section 5.1, to the extent that the services under this Agreement include design Consultant services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of District. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall have no power or authority by this Agreement to bind the District in any respect. All employees and agents hired or retained by Consultant are employees and agents of Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other District, state, or federal policy, rule, regulation, law, or to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or incident of employment by District.

6.2 Consultant Not an Agent. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subconsultant shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subconsultants shall obtain and maintain valid Business Licenses from District during the term of this Agreement.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Subsection in any subconsultant approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon thirty (30) days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services

performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

8.2 Extension. District may, in its sole and exclusive discretion, extend the end date of This Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if District grants such an extension, District shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. District and Consultant recognize and agree that this

Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the Consultant reputation and competence of Consultant.

Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of performance contemplated and provided for herein, other than to the subcontractors the noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this

16. All data, plans, specifications, drawings, and other documents prepared by the Consultant shall be confidential and will not be released to any third party without the prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain and preserve all ledgers, books, accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in

the state courts of California in the County of Amador or in the United States District Court for the Eastern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this

Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within

The service limits of District or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government

Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or

interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by Candy Bingham, General Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Consultant shall be sent to:

John C. Scroggs, Principal
KASL Engineering, Inc.
7777 Greenback Lane
Suite 104
Citrus Heights, CA 95610

Any written notice to District shall be sent to:

Candi Bingham, General Manager
River Pines Public Utility District
P.O. Box 70
River Pines, CA 95676

10.10 **Consultant Seal.** Where applicable in the determination of the contract administrator or

When required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed Consultant responsible for the report/design preparation.

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 **IRS Form W-9.** Consultant shall complete and submit Internal Revenue Service Form W-9 to the District before execution of this Agreement. The District's General Manager shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

RIVER PINES PUBLIC UTILITY DISTRICT

CONSULTANT

Candi Bingham, General Manager

John C. Scroggs, P.E., Principal

Date: _____

Attest:

Secretary of the River Pines Public Utility District Board

Date: _____

Approved as to Form:

District Attorney, River Pines Public Utility District

Date: _____

**Consulting
Engineers,
Inc. -
Exhibits**

EXHIBIT A

River Pines Public Utility District Water System Improvement Project

Scope of Work

The following tasks shall be included in the River Pines Public Utility District Scope of Work.

Task 1: Existing Water System Investigations

- Determine locations where potholing will be necessary especially in locations where potential for water/sewer conflicts exist.
- Perform potholing at identified locations. Submit pothole results to RPPUD.
- Perform additional topographic surveys as needed to create improvement plan base maps and to identify right of way limits
- Existing sewer, water and other utilities mapping as identified in the Water System Rehabilitation Study¹ shall be verified for both horizontal and vertical alignments to the maximum extent possible. “Neither the improvement plans prepared for the original RPPUD water distribution system nor the improvement plans prepared for the water mains installed in the 1980’s were available for this Study.”¹

Task 2: Prepare Improvement Plans for the Water Distribution & Supply Systems

- New water supply pipes, valves, hydrants, pressure reducing valves, services, meters, etc. shall be identified on Plans.
- New water supply pipes shall connect to existing system at locations as approximately identified in the Rehabilitation Report¹.
- New water system improvements shall be designed for construction within existing road rights of way wherever possible.
- System design to maintain 10 feet of separation between existing sewer mains and new water supply mains wherever possible.
- Identify locations where new water supply mains will be constructed within existing rights of way but will require select removal of existing encroachments/private improvements (fences, walls, front yard landscaping)
- New hydrants to be designed at intervals of no more than ± 300 feet.
- New waterline valves to be placed so that:
 - closure of no more than two valves are required to isolate distribution lines which require repair or flushing.
 - no more than about 750 feet shall be allowed between distribution line isolation valves.
 - isolation of any distribution line section should not remove more than 2 fire hydrants from operation
- Design for replacement and relocation of existing water meters so that:
 - all meters will be located along the road frontage of each parcel that they serve wherever possible
 - all meters will be placed within the parcel’s property limits.
 - new residential meters shall be electronic type with touch pad read or remote read capabilities.
 - all service meters shall be installed in traffic rated boxes with traffic rated lids and covers.

Task 3: Prepare Improvement Plans for the Removal & Replacement of “Circle Tank” per Recommendations in the Water System Rehabilitation Study¹

- Provide geotechnical report for tank site
- Coordinate with electrical engineer for electrical and SCADA requirements at tank site
- Coordinate with DN Tanks (or approved equal) design of new 300,000 gal concrete partially buried tank
- Identify and prepare mapping to acquire additional property required for tank. Acquisition of not less than approximately 0.25 acres from APN 014-091-023, (Gabriel Alvaro) is anticipated.
- Create lot line adjustment and temporary construction easement documents
- Proposed tank shall be a circular concrete tank, approximately 50 feet in diameter, with operable depth of 20 feet and a tank fill elevation of approximately 2175.
- Proposed tank location shall be per Water System Rehabilitation Study¹, Figure 3-9.
- Existing Circle Tank shall be operational until the new tank is fully in operation. At that time, the existing storage tank shall be demolished and backfilled.

Task 4: Prepare Plans for Rehabilitation of “Jaybird Lane Tank” Per Recommendations in Tank Inspection Report³. Improvements shall include:

- SSPC-SP6 Blast Exterior and apply new 3 coat epoxy system.
- Lead containment is required.
- SSPC-SP10 Blast and apply new 2 coat epoxy system
- Remove and replace interior ladder.
- Extend handrail to meet requirement for new ladder location.
- Modify existing vents and Install 2 new 12” frost proof vent or cap and remove existing vents and install new 24” frost proof center vent.
- Install new float system.
- Install air gap in overflow pipe.
- Add rubber seal around roof hatch.
- Relocate exterior ladder 4’ counter clockwise because of hatch location.
- Remove latter cage and install security ladder gate.

Task 5: Prepare Right of Way and Easement Delineation

- Gather record maps
- Locate and identify monumentation in the field
- Create R/W exhibits, show R/W limits on District water system base maps
- Define water system easements (Jaybird Lane Tank and pipeline, Well 6R and pipeline, etc.)

Task 6: Prepare and Submit Improvement Plans, Specification and Cost Estimate Deliverables

- 30%, 60%, 90% and 100% Submittals to RPPUD
- Submit deliverables to District in PDF and CAD format
- Include all system components on Improvement Plans: pipes, tanks, PRVs, etc.
- Review and respond to RPPUD submittal comments

If approved by the State Water Resources Control Board the following Task shall be included in the Scope of Work.

Task 7: Prepare Specifications for Rehabilitation of Well 6R per Recommendations in Well Study².

Rehabilitation specifications shall include:

- Remove the pump and conduct a down hole television survey.
- Perform a fluid entry survey to document where groundwater enters the well and quantify the inflow from each fracture or fracture zone.
- If a specific fracture or fracture zone is found to be contributing contaminated groundwater, the effect of plugging off the zone on overall well performance will be assessed. If it is concluded that well yield will not be unreasonably decreased, then blank well casing would be installed and the annulus sealed using pressure grouting techniques.
- The modified well will be test pumped to determine whether the modifications were successful and to determine whether the existing pump is appropriately sized or a new pump is warranted.

Unless otherwise amended by the District, all tasks of this scope of work shall be completed within 200 calendar days of receiving Authorization to Proceed from the District.

References:

1. "River Pines Public Utility District Water Rehabilitation Study", KASL Engineers, Apr. 2016
2. "Groundwater Resources and District Water-Supply Wells", Quincy Engineering, Feb. 16, 2016
3. "75,000 Gallon Jaybird Ground Storage Tank Inspection Report", Utility Service Group, Oct. 20, 2015





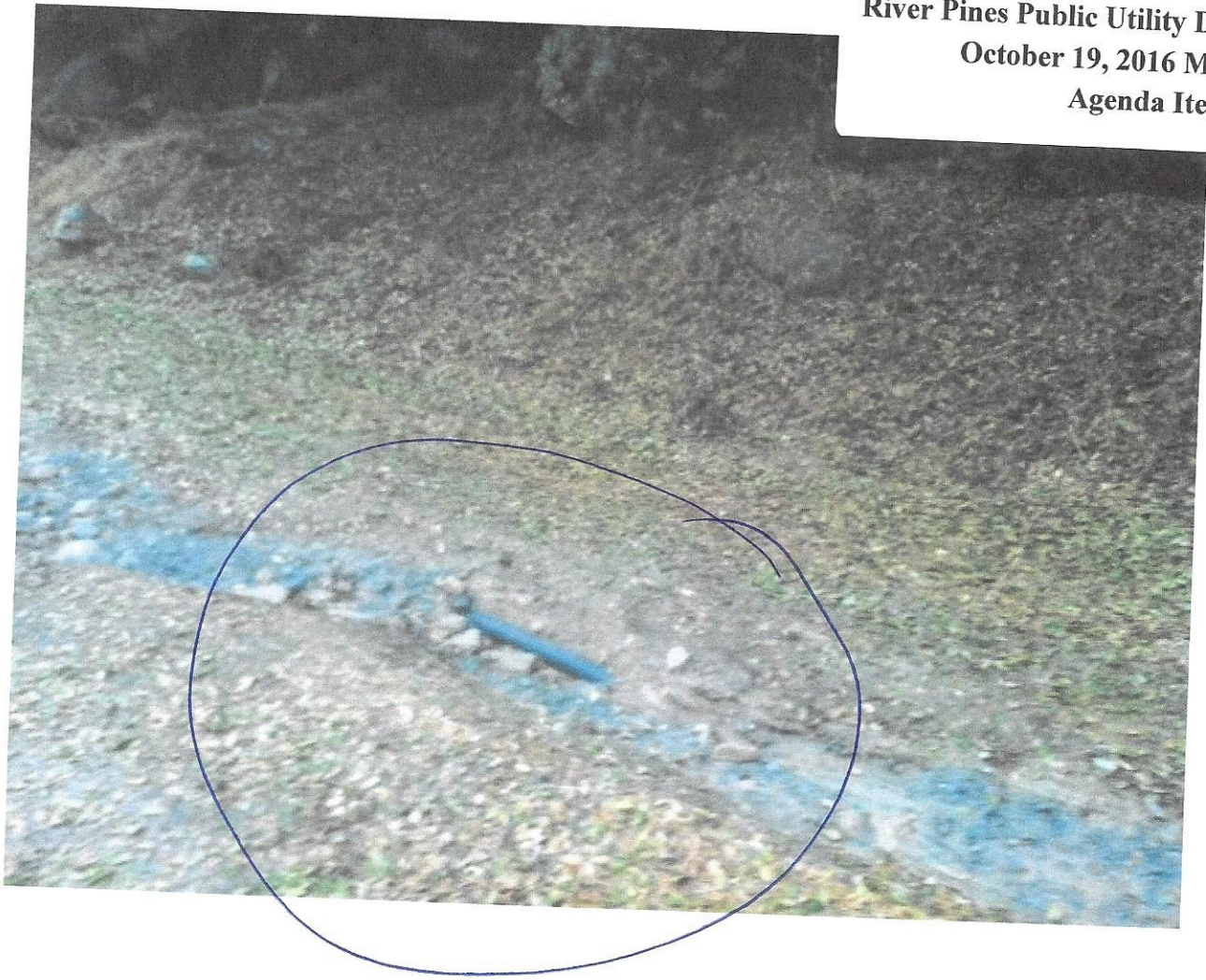
Exhibit B

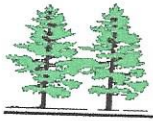
River Pines Public Utility District Water System Improvement Project

Fee Proposal

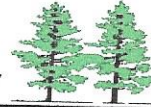
The Scope of Work itemized in Exhibit A, Work Plan, shall be completed for a not to exceed fee of **\$388,750**. Monthly invoices for work completed during each billing period shall be prepared in accordance with the attached Rate Schedule which is also part of this Exhibit attachment.

**River Pines Public Utility District
October 19, 2016 Meeting
Agenda Item 10d**





RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: October 19, 2016
FROM: Candi Bingham, General Manager
SUBJECT: Unbilled Parcels
AGENDA TYPE: Regular Meeting
ATTACHMENTS: Yes

River Pines Public Utility District
October 19, 2016 Meeting
Agenda Item 10f

RECOMMENDATION: I recommend that the District invoice the unbilled parcels back to the purchase date of the new owner.

BACKGROUND: Each year I request an updated Parcel List from the Amador County Assessor's Office. The Parcel List provides me with every parcel number, owner's name, parcel address, and owner's mailing address. Once I receive this (which is generally August of each year) I verify the District's records against the records with the County.

This year I am finding that there are a lot of parcels that have changed hands and the District was not notified. These parcels, for the most part, are parcels that have been abandoned and the District has not been able to collect any fees.

DISCUSSION: The District's Bylaws 2.01.060 Billing Adjustments (at least the existing ones, which are all that matter at this point since no other Bylaws have been excepted) state that the District has the right to make adjustments as determined... (see attached).

BUDGET IMPACT: Possible increase to revenues.

charges, fees, special taxes, assessments, and penalties and interest are cumulative and may be pursued alternatively, consecutively, or simultaneously.

Chapter 2 - Water System

Article 1 - General Provisions

2.01.010 Setting of Rates.

The schedule of water rates will be those established and adopted by the District Board of Directors from time to time in accordance of law.

2.010.020 Rates Outside the District.

The District will not normally serve water outside the District limits. In those cases where it is authorized by the Board, the rate shall be one hundred-fifty (150) % of the rate for service inside the District limits.

2.01.030 Rates by Contract.

In cases not provided for by this chapter, the rate may be fixed by special contract, as agreed upon by the Director of Finance or in the absence of this position, the Board and the Public Works Director or in the absence of this position, the Chief Plant Operator on behalf of the District, and the water user involved. If such rates cannot be agreed upon by the Director of Finance and the Public Works Director, the Board shall fix and determine proper rates, and such determination shall be final.

2.01.040 Commencement and End of Charges.

Water charges shall in all cases commence to accrue when the water is turned on through the District's water meter, at rates determined by the District's Rate Schedule proportioned for the period from that date until the following last day of the billing period, as may be established by the District.

2.01.050 Metered Service.

1. Meters will be required on all new residential, commercial, and industrial water services within District boundaries covered by the following conditions:
 1. All new property annexations to the District requesting District water service;
 2. All existing parcels, which have had no previous District water service and District water service is requested;
 3. When a parcel is split, water services to all parcels will be metered;
 4. All parcels at which a single-family dwelling(s) is being replaced by multiple family units or a nonresidential use;
 5. All parcels where off-site improvements are required;
 6. When any water customer requests water service upsizing or relocation.
2. Metered water service shall be installed on all existing commercial and industrial users when the Public Works Director or in the absence of this position, the Chief Plant Operator determines the installation of metered water service to be in the best interest of the District.
3. Meters on existing commercial and industrial water services not covered under subsection A of this section shall be installed by the District at the District's expense. Meters on all new water services and those covered in subsection A on this section shall be installed by the District, but shall be paid for by the property owner.

2.01.060 Billing Adjustments.

When it is found that any charges for water service, connection fees, installation fees, abandonments, etc., have been incorrectly billed or that no billing has occurred, the District has the right to make

adjustments as determined by the Public Works Director or in the absence of this position, the General Manager or outside billing and bookkeeping service, if retained by the District. Billings for undercharges or credits for overcharges shall be subject to the three (3) year limitation period. [Civil Code §338].

2.01.070 Responsibility for Loss or Damage.

The District's jurisdiction and responsibility ceases at the end of the District's service connection and the District shall not be responsible for any loss or damage caused by the negligence, want of proper care, or wrongful acts of the property owner or any of the property owner's tenants, agents, employees, contractor's, licensees, or permittees in installing, maintaining, using, operating or interfering with any water receiving equipment beyond the District meter connection. The District shall not be responsible for damage caused by faucets, valves and other equipment which may be open at any time water is turned on at the meter.

2.01.071 Agency Equipment and Facilities.

All service pipe and equipment needed to serve a property up to and including the meter shall be owned by the District whether installed on public or private property. District equipment or facilities required for service which are installed on customer's property may be repaired, replaced or removed by the District without consent of the property owner or the property owner's tenants, agents, employees, contractor's, licensees, or permittees.

2.01.072 Unreadable Meters.

When it is not possible to read a meter due to any reason, a bill will be rendered to the property owner based on an estimated usage. In estimating consumption, due consideration will be given to fluctuations in usage caused by seasonal changes or known service interruptions. Where a meter cannot be read without undue difficulty or not at all because of an obstruction, the property owner will be notified and requested to correct the condition.

Subsequent to the District's initial notification to a property owner to remove any object(s) obstructing the District's water meter, a charge may be added to the property owner's account each time District staff is dispatched to verify such removal and/or the District may discontinue service if the condition is not corrected.

Article II - Main Extension

2.01.080 Policy.

The district board of directors is desirous of adopting a water main extension policy that is fair and equitable to all developing properties and that provides that the cost of extensions shall be distributed among subsequently developing properties connecting thereto.

2.08.080 Application-Determination of Necessity.

- A. Whenever a property owner is desirous of obtaining water service, an application shall be made to the public works director for water service.
- B. The Public Works Director determines that a water main extension is necessary, the applicant will be required to install at his own expense the water main extension in accordance with engineering plans furnished by applicant and approved by the Public Works Director. The plans shall be prepared in accordance with the current District design standards and this article.