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

Wednesday, October 18, 2017

6:30PM

9257 Elk Grove Blvd. Elk Grove, CA 95624

Compliance with Government Code Section 54957.5

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

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

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

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

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

1. Proclamations and Announcements

- a. Recognition of John Vance for 10 years of service
- b. Recognition of Steve Shaw for 10 years of service

Associate Director Comment

Public Comment

- 2. Consent Calendar (Stefani Phillips, Board Secretary and Patrick Lee, Treasurer)
 - a. Regular Board Meeting Minutes of September 20, 2017
 - b. Special Board Meeting Minutes of October 4, 2017
 - c. FRCD Cash Flow Worksheet September, 2017
 - d. Warrants Paid September, 2017
 - e. Active Accounts September, 2017
 - f. Bond Covenant Status for FY 2017-18 September, 2017
 - g. Revenues and Expenses Actual vs Budget FY 2017-18 September, 2017
 - h. Cash Accounts September, 2017
 - Consultants Expenses September, 2017
 - j. Major Capital Improvement Projects September, 2017

Associate Director Comment

Public Comment

Recommended Action: Approve Florin Resource Conservation District Consent Calendar items a – j

3. Natural Resources Conservation Services (Dwane Coffey, District Conservationist)

Associate Director Comment

Public Comment

4. Committee Meetings (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

5. Elk Grove Water District Operations Report – September 2017
(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

6. Elk Grove Water District Fiscal Year 2017-18 Quarterly Operating Budget Status
Report (Patrick Lee, Treasurer)

Associate Director Comment

Public Comment

7. Elk Grove Water District Fiscal Year 2017-18 Quarterly Capital Reserves Status
Report (Patrick Lee, Treasurer)

Associate Director Comment

Public Comment

8. Professional Services Agreement for Preparation of the 2017 Connection Fee and Water Rate Study (Patrick Lee, Treasurer)

Associate Director Comment

Public Comment

Recommended Action: Appro-

Approve a motion authorizing the General Manager to execute a professional services agreement with HDR Engineering, Inc. in an amount not-to-exceed \$77,370 for the preparation of the 2017 Connection Fee and Water Rate Study for the Elk Grove Water District (District); and Authorize staff to proceed with forming a Citizens Advisory Committee and appointing one or more of the Associate Board Members to lead the Citizens Advisory Committee

9. Electronic Billing Status Report (Donella Murillo, Finance Supervisor)

Associate Director Comment

Public Comment

10. <u>Electronic Communications Policy – Use of District Email Addresses</u> (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

11. Legislative Update (Sarah Jones, Program Manager)

Associate Director Comment

Public Comment

12. Directors Comments and Information

Associate Director Comment

Public Comment

Adjourn to Regular Meeting – To be determined.

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary and Patrick Lee, Treasurer

SUBJECT: CONSENT CALENDAR

RECOMMENDATION

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

SUMMARY

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

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

DISCUSSION

Background

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

Present Situation

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

AGENDA ITEM No. 2

CONSENT CALENDAR Page 2

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,

BOARD SECRETARY and TREASURER

Attachments

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

Wednesday, September 20, 2017

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

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

Directors Present: Bob Gray, Lisa Medina, Tom Nelson, Sophia Scherman, Jeanne

Sabin

Directors Absent: None

Staff Present: Mark J. Madison, General Manager; Stefani Phillips, Board

Secretary; Sarah Jones, Program Manager; Jose Carrillo, Water Distribution Supervisor; Richard Salas, Water Distribution Supervisor, Steve Shaw, Water Treatment Supervisor; John Diaz;

Water Distribution Operator II

Associate Directors Present: Shahid Chaudhry, Kenneth Strom General Counsel Present: Jose Sanchez, Meyers Nave

Consultants Present: Jim Steele, Financial Consultant with Management Partners

Public Comment

None

1. Proclamations and Announcements

Mark Madison, General Manager, recognized Jose Carrillo, Water Distribution Supervisor, for his fifteen years of service (2002-2017) with the District.

2. Consent Calendar

- a. Minutes of the Regular Board Meeting of August 16, 2017
- b. Minutes of the Special Board Meeting of September 6, 2017
- c. Minutes of the Special Board Meeting of September 11, 2017
- d. FRCD Cash Flow Worksheet August, 2017
- e. Warrants Paid August, 2017
- f. Active Accounts August, 2017
- g. Bond Covenant Status for FY 2017-18 August, 2017
- h. Revenues and Expenses Actual vs Budget FY 2017-18 August, 2017
- i. Cash Accounts August, 2017
- i. Consultants Expenses August, 2017
- k. Major Capital Improvement Projects August, 2017

Mr. Madison pulled items h and k.

MSC (Scherman/Medina) to approve FRCD Consent Calendar items a. – g., and i. – j. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Jim Steele, Financial Consultant with Management Partners, provided clarity on item h, specifically on notes 3 and 4.

There was much discussion regarding Sacramento County water bills.

Mr. Steele provided a revised copy of item k to the Board. The revised copy reflects the total project(s) expenditures, to date, and the budgeted costs for each project for the fiscal year.

MSC (Scherman/Medina) to approve FRCD Consent Calendar items h and k. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

3. Committee Meetings

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

4. Water Usage and Conservation Report

Sarah Jones, presented the Water Usage and Conservation Report to the Board. In summary, water usage for the month of August 2017, Service Area 1 reduced water consumption 15.62% and Service Area 2 reduced water consumption 5.52% compared to August 2013. The combined August reduction for both service areas is 12.08%. The Regional Water Authority (RWA) determined the region's July 2017 water savings was 16% compared to 2013. Ms. Jones apologized for the error on her staff report on page no. 31 and page no. 33 and the months for reduced water consumption should reflect the month of August and not July.

In regards to legislation, Ms. Jones commented that SB 606 and AB 1668 could become 2-year bills which would give more time for negotiating amendments.

5. Elk Grove Water District Operations Report – August 2017

Mr. Madison presented the Elk Grove Water District Operations Report – August 2017 to the Board.

Summary Points:

- Door hangers (562) and shutoffs (52) went up from the month of July.
- The District had seven (7) pressure complaints and most were unconfirmed.
- The District had two (2) water quality complaints. One for black particles from an old aerator screen.
- Mr. Madison commented that the District checked 120 hydrants, but believes
 a ticket was missing for the month because typically the hydrant maintenance
 target set at 150 per month and the Distribution crew typically hits this target.
- The District exercised 151 valves.
- Well 1D remains down rebuilding pump/rehabbing well.
- Wells 4D same as last month.
- Well 11D dropped from the previous month.
- Well 14D was one of the main producers for the month.
- Well 3 were main sources of supply for Service Area 1.
- Well 8 is currently offline.
- Well 9 also operated a fair amount.
- Well 13 (Hampton) is running well but it is helping the system and improving pressure within the system.
- Total customer usage for EGWD (SA1 and SA2) down by 12% compared to July 2013.
- No new static and pumping water level data to report.
- All preventative maintenance activities have been performed in compliance with our Standard Operating Procedures.
- Backflow prevention program. 73 delinquent customers at end of August.
- 4 formal safety meetings held for the month. OSHA requires 2 safety meetings.
- Service Line Replacements 20 service lines replaced for the month of August.
- No main line leaks and 6 service line leak (pinholes).

 Pressures in both Service Areas are up a little due to Well 13 (Hampton) getting back online.

6. Truck Purchase for Replacement of Truck #302

Mr. Madison presented the Truck purchase for Replacement of Truck #302. In summary, replacement of Truck #302 was approved in the Fiscal Year 2017-18 Capital Improvement Program (FY 2017-18 CIP). Per the Florin Resource Conservation District's (FRCD) Policy No. 3, Purchases of Goods and Services from Outside Vendors, a competitive bidding process was used to acquire three (3) bids for a 1-ton truck with utility box. The lowest priced, qualified, responsible bidder is Corning Ford with a bid amount of \$61,321.64.

Director Sophia Scherman inquired where the vendor was located. Mr. Madison responded stating it is from the City of Corning.

A discussion on purchasing different makes of trucks occurred.

MSC (Medina/Sabin) to approve a motion authorizing the General Manager to execute a purchase order, in the amount \$61,321.64 (including tax and license), with Corning Ford to purchase a 1-ton truck to replace Truck #302. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

7. Elk Grove Water District 2014 Employee Policy Manual Amendment – Group Medical Premiums

Stefani Phillips, Human Resource Administrator, presented the Elk Grove Water District 2014 Employee Policy Manual Amendment – Group Medical Premiums to the Board. In summary, staff would like to eliminate the option to opt-out of medical insurance and require all employees to enroll in an EGWD medical plan. Staff recently learned about a recent court case that clarified an existing law regarding cash in lieu of medical benefits. After learning the court's decision, staff reviewed Section 5.6.2 Group Medical Premiums and discovered three (3) disparities:

- 1. Employees who opt-out of medical benefits currently receive \$700 per month for Cash-in-Lieu of medical benefits, which is factored into their regular rate of pay for purposes of calculating any overtime they may work. This causes a disparity among employees who are in the same position.
- 2. EGWD cannot enroll in the Incentive Plan through Association of California Water Agencies (ACWA)/Joint Powers Authority (JPIA) unless all employees are enrolled in an EGWD offered health plan. Therefore, the other employees are not able to enjoy lower costing plans.
- 3. Employees who are in the same position, but who are not married (thereby not able to be on a spouses plan), would not be able to enjoy the Cash-in-Lieu of medical benefits if it was a policy.

There was much discussion amongst the board members regarding the Group Medical Premiums.

MSC (Sabin/Medina) to adopt Resolution No. 09.20.17.01 amending Section 5.6.2 Group Medical Premiums of the Elk Grove Water District Employee Policy Manual. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

8. Elk Grove Water District 2014 Employee Policy Manual Amendment – Retirement Benefits

Ms. Phillips presented the Elk Grove Water District 2014 Employee Policy Manual Amendment – Retirement Benefits to the Board. In summary, staff is recommending several changes to amend the current policy to the Districts Retirement Benefits. Changes include the addition of surviving spouse benefits, and compensation for retired employees for healthcare benefits in the event they change geographical locations. The policy was also enhanced to provide essential guidance on the processes and requirements for Post-Retirement Benefits. The processes and requirements were carried into the Retirement Disability Benefits for consistency.

There was much discussion amongst the board members regarding Retirement Benefits.

MSC (Scherman/Medina) to adopt Resolution No. 09.20.17.02 amending Section 5.6.3 Post Retirement Benefits and Section 5.6.4 Retirement Disability Benefits of the Elk Grove Water District Employee Policy Manual. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

9. Legislative Update

Ms. Jones presented the Legislative Update to the board.

Ms. Jones spoke to the following Legislation:

- Senate Bill 496, passed, and limits the liability of contracted design professionals.
- SCA 4, is a proposed constitutional amendment regarding water conservation and affordability.
- SB 623, which proposes a water tax to fund a program to provide secure access to safe drinking water for all Californians. SB 632 is opposed by the Regional Water Authority (RWA) and the Association of California Water Agencies (ACWA).

10. Directors Comments and Information

Chairperson Tom Nelson commented on the recent news of Westlands Water District voting against helping to pay for the tunnels.

The board agreed to hold a Special Board Meeting on October 4, 2017 starting at 6:00 p.m.

The board agreed to combine the Water Usage Report with the Operations Report.

Adjourn to regular meeting on October 18, 2017 at 6:30 p.m.

Respectfully submitted,

Stefani Zhillips

Stefani Phillips, Board Secretary

SP/CR

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

Wednesday, October 4, 2017

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:00 p.m. by Tom Nelson, Chairperson, at 9257 Elk Grove Blvd., Elk Grove, CA.

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

Directors Present: Bob Gray, Lisa Medina, Tom Nelson, Sophia Scherman, Jeanne

Sabin

Directors Absent: None

Staff Present: Mark J. Madison, General Manager; Bruce Kamilos, Assistant

General Manager; Stefani Phillips, Board Secretary; Patrick Lee;

Finance Supervisor; Donella Murillo, Finance Supervisor

Associate Directors Present: Shahid Chaudhry, Kenneth Strom General Counsel Present: Ruthann G. Ziegler, Meyers Nave

Consultants Present: None

Public Comment

No comments were made.

Mark Madison provided an updated list of questions, questions were provided from the previous Special Meeting that was held on September 6, 2017, to the Board for discussion.

The Board adjourned to closed session at 6:03 p.m.

1. Closed Session

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Section 54956.9 (d) (2) – one case

The Board adjourned to open session at 7:39 p.m.

No reportable action was taken.

2. Florin Resource Conservation District Goals and Challenges

Mr. Madison presented the Florin Resource Conservation District Goals and Challenges to the board.

Mr. Madison presented three (3) options that the District could take to meet the goals and challenges facing the District:

- 1. Do nothing and try to find a source of funding for the Florin Resource Conservation District (FRCD).
- 2. Try to fund certain FRCD activities with Elk Grove Water District (EGWD) funds limiting the role of what the FRCD does to water only.
- 3. Spilt the FRCD and EGWD.

Mr. Madison's recommendation to the board is to go with option no. 2, due to cost.

Associate Director Shahid Chaudhry commented that he agreed with option no. 2 and to revisit this down the road if need be.

MSC (Scherman/Medina) to move forward with option no. 2 of the recommendation provided by the General Manager. 4/1: Ayes: Medina, Nelson, Sabin and Scherman, Noes: Gray

Mr. Madison commented that staff and legal will move forward and provide necessary documents to the board with how to move forward with option no. 2, but probably not until January 2018.

The Board adjourned to closed session at 7:52 p.m.

3. Closed Session

- a. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Section 54956.9 (d) (2) one case
- b. CONFERENCE WITH LEGAL COUNSEL EXISITING LITIGATION
 Government Code Section 54956.9 (D) (1) case name not specified so as to avoid jeopardizing existing settlement negotiations

The Board adjourned to open session 8:30 p.m.

No reportable action was taken.

Adjourn to Regular Board Meeting to October 18, 2017 at 6:30 p.m.

Respectfully submitted,

Stefani Zhillips

Stefani Phillips, Board Secretary

SP/CR



FRCD Cash Flow For the Month Ended September 30, 2017

Cash in Bank – Beginning	\$ 45,777.12
Interest Earned	
Disbursements:	
Check # 1029-Badawi 10% of Audit Costs	-\$ 1,188.00
Check # 1030- Kreative Designs Graphic Design 8.5x11-1 sided flyer	-\$ 82.80
Check # 1031-EGWD Salary Allocation for work performed By Program Manager	-\$ 1,404.51
Cash in Bank – Ending	\$ 43,101.81

Check History Report

9/1/2017 to 9/30/2017 Elk Grove Water District

Explanation	Medical Benefits-October 2017	2016-2017 Audit		Emergency Hard Drive replacement for SCADA / WIN 911		Customer paid twice on account- requested a refund		Fuel		Materials & Supplies-OPS					Advertising-Utility Billing Specialist	Repairs & Maintenance-Bore Rig						Temporary Customer Service Help	Temporary Customer Service Help													Copier-ADMIN	Materials & Supplies-OPS
Check	58,416.45	318.80	100.00	150.83	10.00	2,562.25	270.00	1,232.29	255.00	1,382.97	127.66	80.00	213.09	31.22	173.00	648.51	1,054.27	30.29	18.36	76.19	18.36	1,078.99	882.93	19.00	281.19	1,437.14	169.37	6,557.58	2,578.20	46.36	16,486.01	5,392.28	4,732.59	499.78	1,366.02	593.01	516.10
Name	CB&T/ACWA-JPIA	AT&I MOBILITY BADAWI & ASSOCIATES	BENEFIT RESOURCE, INC	SOLUTIONS BY BG INC.	ARTISAN HOMES OF CALIFORNIA	JJD HOV ELK GROVE LLC/DANA BUTCHER ASSOCIATES TRU	CINDY HALING	INTERSTATE OIL COMPANY	JAN-PRO CLEANING SYSTEMS OF	JAY'S TRUCKING SERVICE	PACE SUPPLY CORP	PEST CONTROL CENTER INC	PIRTEK POWER INN	RAYNGUARD PROTECTIVE	CARD SERVICE CENTER	RDO TRUST # 80-5800	REPUBLIC SERVICES #922	ROOCO RENTS	ROOCO RENTS	ROOCO RENTS		ROTH STAFFING COMPANIES, L.P.	ROTH STAFFING COMPANIES, L.P.	SACRAMENTO COUNTY	SIERRA OFFICE SUPPLIES	SIERRA OFFICE SUPPLIES	SIERRA OFFICE SUPPLIES	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	TOSHIBA FINANCIAL SERVICES	A. TEICHERT & SON, INC
Vendor Number	ACWAJPI	ALI&I BADAWI	BEN RES	BG SOLU	CRF AHO	CRF JJD	HALING	INT STA	JAN PRO	JAYS	PACE	PEST	PIRTEK	RAYN GU	RCB SP	RD0 1	REPUBLI	ROOCO	ROOCO	ROOCO	ROOCO	ROTH	ROTH	SAC 5	SIERRA	SIERRA	SIERRA	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	SMUD	TOSHIBA	A. TEIC
Check Date	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/6/2017	9/13/2017
Check Number	045378	045379	045381	045382	045383	045384	045385	045386	045387	045388	045389	045390	045391	045392	045393	045394	045395	045396	045397	045398	045399	045400	045401	045402	045403	045404	045405	045406	045407	045408	045409	045410	045411	045412	045413	045414	045415

Materials & Supplies-Treatment	Daily Tasks/Help Tickets	Sampling-Treatment Sampling-Treatment	Sampling-Treatment	Ethernet Service	Phones-MOC/ADMIN	Account Closed- Customer Refund				Account Closed- Customer Refund		Account Closed- Customer Retund	Account Closed- Customer Refund	Account Closed- Customer Refund	Account Closed- Customer Refund	pion	Void	Account Closed- Customer Refund																								
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AFLAC THE SACRAMENTO BEE		BSK ASSOCIATES BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	BSK ASSOCIATES	CONSOLIDATED COMMUNICATIONS	CONSOLIDATED COMMUNICATIONS	DARRELLYEN MERITT	CHICAGO TITLE CO						FIDELITY NATIONAL TITLE	JAMES & BARBARA DAHLBERG	JAMES & GAIL PARKISH	JOHN DOUGERY		MARISSA PERRIN	MAKK BUKS	MARK BURS	MARK HURST & CHRISTINE HURST	MIGUEL FINEZA	NANCY HAZELL	NORTH AMERICAN TITLE COMPANY	NORTH AMERICAN TITLE COMPANY	NORTH AMERICAN TITLE COMPANY	NORTH AMERICAN TITLE	NORTH AMERICAN TITLE	SUSAN LEE	THERESA TAYLOR	ZHIHAI XU & YING MICHELLE SUN
AFLAC RFF	BG SOLU BRENNTA BRINKS	BSK4 BSK4	BSK4	CONSOLI	CONSOLI	CR DAM	CRCT1	CRF BAB	CRF FN	CRFFN	CRF FN	CRFFN	CRF FN	CRF JBD	CRF JGP	CRF JOD	CRF JTT	CRF MAP	CKF MBO	CRF MBU	CRF MHC	CRF MIF	CRF NAH	CRF NT	CRF NT	CRF NT	CRF NT1	CRF NT2	CRF SUL	CRF THT	CRFAXY											
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Account Closed- Customer Refund Account Closed- Customer Refun	Facilitate Board Discussion Fuel Materials & Supplies-OPS KnowBe4-Training Temporary Finance Manager Help Materials & Supplies-Distribution Materials & Supplies-Distribution Materials & Supplies-Fent Street Materials & Supplies-Kent Street Materials & Supplies-Kent Street Materials & Supplies-Contribution Materials & Supplies-Contribution Materials & Supplies-Fent Street Fence-Well 9 Account Closed- Customer Refund Website Design Security Vulnerability Scanning-Per PCI Requirements
22.64 3.33 26.02 78.41 73.90 200.12 1,874.84 276.23 483.07 225.58 1,174.76 4,908.55 6,418.23 195.42 94.00 94.00 94.00 94.00 111.58 49.76 63.51 153.01	1,042.05 1,899.10 149.00 245.00 579.16 400.00 533.40 3,570.74 1,552.77 1,552.77 1,552.77 1,800.00 2,540.00 87.66 77.79 37.87
BRUCE MILLS REALTOR INC CHICAGO TITLE COMPANY FIDELITY NATIONAL TITLE KIMBERLY BRINK KIMBERLY BESTON ORANGE COAST TITLE CARD SERVICES CARD SER	HRT ASSOCIATES INTERSTATE OIL COMPANY ISCC, INC JAN-PRO CLEANING SYSTEMS OF JAY'S TRUCKING SERVICE JAY'S TRUCKING SERVICE JAY'S TRUCKING SERVICE KNOWBE4, Inc. MANAGEMENT PARTNERS O'REILLY AUTO PARTS PACE SUPPLY CORP PRADIAL TIRE OF ELK GROVE RADIAL TIRE OF ELK GROVE RADIAL TIRE OF ELK GROVE RADIAL TIRE OF ELK GROVE
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Pressure Logger Account Closed- Customer Refund Employee Appreciation, Postage-ADMIN	Refund of Water Permit Deposit Repairs & Maintenance-Truck #419 Repairs & Maintenance-Truck #410 Legal-August	Repairs & Maintenance-Truck #407 Materials & Supplies-OPS Temporary Customer Service Help	Daily Tasks/Help Tickets	Contracted Services (Flat Sawing) Kent Street Finance Manager Recruitment	Clothing Reimbursements, Material & Supplies Reimbursement Repairs & Maintenance-Escape
22.95 452.81 1,602.63 95.13 53.50 115.00 520.99 77.48 51.56 204.40 262.00	53.08 1,497.96 13.00 94.00 375.59 14,772.97	8.65 586.53 561.60 1,073.10 491.12 288.64	262.00 262.00 262.00 43.59 1,074.28 5,160.00 40.00	1,685.00 35.13 80.00 25.00 26.43 6,600.97 64.73	784.06 48.24 906.27 157.05 10.16 64.78 5.00 225.45
ROOCO RENTS VERIZON WIRELESS XYLEM MARTIN BURS CARD SERVICES KAISER FOUNDATION HEALTH PLAN PURCHASE POWER REPUBLIC SERVICES #922 SIERRA OFFICE SUPPLIES ZOOM IMAGING SOLUTIONS, INC AWWA	BATTERIES PLUS BLUE TENT FARMS LLC DMV ELK GROVE FORD FLORIN AUTOMOTIVE REPAIR MEYERS	CORPORATION PACIFIC GAS & ELECTRIC RADIAL TIRE OF ELK GROVE REED & GRAHAM, INC ROTH STAFFING COMPANIES, L.P. SIERRA OFFICE SUPPLIES SANAT International Corporation		CALIFORNIA CUT & CORE, INC CINTAS CINTAS COUNTY OF SACRAMENTO SACRAMENTO COUNTY UTILITIES COOPERATIVE PERSONNAL PAULA WILLHITE	JOHN DIAZ DITCH WITCH EQUIPMENT CO., INC ELK GROVE FORD ELK GROVE LOCK AND SAFE CO FASTENAL COMPANY FASTENAL COMPANY FASTENAL COMPANY FASTENAL COMPANY FASTENAL COMPANY GRAINGER
ROOCO VERIZON XYLEM CRF MBU CS SP KAISER2 PURCH REPUBLI SIERRA ZOOM	BATTER CRF BTF DMV EG FORD FLORIN	PG&E RADIAL REED GR ROTH SIERRA SIERRA	AWWA2 AWWA3 AWWA3 BAY ALA BAY ALA BG SOLU BSK4 C&T	CAL CUT CINTAS CINTAS COUNTY3 COUNTY4 CPS	DIAZ DITCH EG FORD ELK LOC FASTENA FASTENA FASTENA FRONT C
9/13/2017 9/13/2017 9/13/2017 9/15/2017 9/15/2017 9/15/2017 9/15/2017 9/15/2017 9/15/2017	9/18/2017 9/18/2017 9/18/2017 9/18/2017 9/18/2017	9/18/2017 9/18/2017 9/18/2017 9/18/2017 9/18/2017 9/18/2017	9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017	9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017	9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017 9/28/2017
045511 045512 045513 045514 045515 045517 045519 045520 045520	045522 045523 045524 045525 045526 045526	045528 045529 045530 045531 045532 045533	045535 045535 045536 045537 045539 045540	045542 045543 045544 045545 045546 045547 045547	045549 045550 045551 045552 045553 045554 045555 045556

Materials & Supplies- Kent Street Materials & Supplies-OPS Fuel	Switches for Network Segmentation MTG & I.T. BLDG-Invoice #1	Materials & Supplies-Kent Street Materials & Supplies-Distribution	Materials & Supplies-Distribution			Temporary Customer Service Help	Temporary Customer Service Help	On-Site CPR/First Aid Training	On-Site CPR/First Aid Training	Materials & Supplies-Treatment						Materials & Supplies-OPS	Materials & Supplies-Distribution	Materials & Supplies-OPS					Rental of Mobile Office-MOC	
678.83 195.03 1,247.00 170.00	3,758.00 138,670.25	408.98 408.98 1.122.56	160.29	356.40	56.00	663.67	1,021.29	975.00	975.00	878.77	14.94	307.25	56.37	271.09	146.33	474.10	533.36	275.00	219.37	275.52	194.50	147.89	555.99	472,855.13
HANDFORD SAND & GRAVEL, INC HANDFORD SAND & GRAVEL, INC INTERSTATE OIL COMPANY LAKE VUE ELECTRIC, INC	NEWEGG BUSINESS, INC NORWOOD CONSTRUCTION OF ALTO PAPER	PACE SUPPLY CORP	PACE SUPPLY CORP	ROOCO RENTS	ROOCO RENTS	ROTH STAFFING COMPANIES, L.P.	ROTH STAFFING COMPANIES, L.P.	SAFETY CENTER, INC	SAFETY CENTER, INC	SIERRA CHEMICAL COMPANY	SIERRA CHEMICAL COMPANY	SIERRA OFFICE SUPPLIES	THE SIGN CENTER	SOUTHWEST ANSWERING SERVICE,	STILWELL PLUMBING	TRAFFIC SIGN SPECIALTIES	TRAFFIC SIGN SPECIALTIES	TRAFFIC SIGN SPECIALTIES	UNITED SITE SERVICES	UNITED SITE SERVICES		HDS WHITE CAP CONST SUPPLY	WILLIAM SCOTSMAN, INC.	Total:
HANFORD HANFORD INT STA LAKE V	NEWEGG NORWOOD	PACE PACE	PACE PIT 2	R0000	R0000	ROTH	ROTH	SAFETY	SAFETY	SIERR C	SIERR C	SIERRA	SIGN CE	SOUTHWE	STILWEL	TRAFF S	TRAFF S	TRAFF S	UNITED	UNITED	WHITE	WHITE	WILL SC	
9/28/2017 9/28/2017 9/28/2017 9/28/2017	9/28/2017 9/28/2017 9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	9/28/2017	
045558 045559 045560 045561	045563 045564 045564	045566 045567	045568	045570	045572	045573	045574	045575	045576	045577	045578	045579	045580	045581	045582	045583	045584	045585	045586	045587	045588	045589	045590	

Elk Grove Water District Active Account Information 9/30/2017

	JULY	AUG	SEPT	OCT NO	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts: Metered												
Residential	11,787	11,811	11,786									
Commercial	527	526	527									
Fire Service	175	175	177									
Total Accounts	12,489	12,489 12,512 12,490	12,490	,						٠		٠

Elk Grove Water District Active Account Information FY 2016/2017

	JULY	AUG	ULY AUG SEPT OCT NO	OCT	NOV	DEC	JAN	FEB	DEC JAN FEB MAR APR MAY	APR	MAY	JUNE
Water Accounts: Metered												
Residential	11,670			11,800	11,784	11,779	11,780	11,782	11,792	11,801	11,805	11,803
Commercial	520	521		523 525	524	524 525	524	524 526	528		525	528
Fire Service	174	174		175	175	175	175	175	176	175	175	175
Total Accounts	12,364	12,369	12,364 12,369 12,369 12,500 12,483 12,479 12,479 12,483 12,496 12,500 12,505	12,500	12,483	12,479	12,479	12,483	12,496	12,500	12,505	12,506

1.15

Elk Grove Water District

Bond Covenant Status

For Fiscal Year 2017-18

As of September 30, 2017
Adjusted for Prepayments and Unbilled Revenue

Operating Revenues: Charges for Services	\$ 4,012,626
Operating Expenses:	
Salaries & Benefits (2)	881,011
Seminars, Conventions and Travel	4,014
Office & Operational	214,424
Purchased Water	949,621
Outside Services	246,528
Equipment Rent, Taxes, an Utilities	 94,779
Total Operating Expenses	2,390,376
Income From Operations	\$ 1,622,249
Annual Interest & Principal Payments \$3,713,349	928,337
Debt Service Coverage Ratio, YTD Only:	1.75

Notes:

Required

- Reflects budget divided by number of months year to date.
 However, first Principal/Interest Payments made in September.
 Projected Annual Budget Coverage Ratio is
 1.45
- 2. Reflects only YTD due to CalPERS, not entire prepayment for year.

Note that rating agencies and bondholders would be comfortable with the adjustments in 1 and 2 above in calculating bond covenant coverage requirements. At fiscal year-end revenues and expenses are always adjusted for such items through an accounting accrual process, which is in accordance with generally accepted accounting principles.

Elk Grove Water District Year to Date Revenues and Expenses Compared to Budget As of September 30, 2017

				3/12=25.0%	
	General Ledger	YTD	Annual		%
	Reference	Activity	Budget	Variance	Realized
Revenues	4100 - 4900	\$4,012,626	\$14,294,096	(\$10,281,471)	28.07%
	5400 5 000	070 750	40 540 045	/A2 = C2 = 2.4\	27.649/
Salaries & Benefits	5100 - 5280	979,753	\$3,548,347	(\$2,568,594)	27.61%
Less CalPERS Prepayment for Rema Adjusted Salaries and Benefits: (3)	inder of Year: (3)	(98,742) 881,011	3,548,347	(\$98,742) (2,667,336)	24.83%
Aujusteu Salaries and Benefits. (5)		881,011	3,340,347	(2,007,330)	24.03/0
Seminars, Conventions and Travel	5300 - 5350	\$4,014	\$50,500	(\$46,486)	7.95%
Office & Operational	5410 - 5494	\$214,424	\$984,881	(\$770,456)	21.77%
Purchased Water est. (4)	5495 - 5495	949,621	\$3,010,765	(\$2,061,145)	31.54%
Outside Services	5505 - 5580	\$246,528	\$896,110	(\$649,582)	27.51%
Equipment Rent, Taxes, Utilities	5620 - 5760	94,779	\$409,000	(\$314,221)	23.17%
Total Operational Expenses		2,390,376	8,899,603	(6,509,227)	26.86%
Net Operations		1,622,249	5,394,493	-\$3,772,244	30.07%
Non-Operating Revenue					
Interest Received	9910 - 9910	32,306	110,000	(77,694)	29.37%
Other Income/Expense	9920 - 9973	11,276	14,900	(3,624)	75.68%
		43,581	124,900	(81,319)	34.89%
Non-Operating Expenses					
Election Costs	9950 - 9950		-	-	
All other Non-Operating Expenses					
Capital Expenses (2): Capital Improvements		166 210	000 000	(012 601)	16.97%
Capital Replacements		166,319 71,834	980,000 576,000	(813,681) (504,166)	12.47%
Equipment	1705 - 1760	71,834	100,000	(100,000)	0.00%
Unforeseen Capital Projects	1703 1700	_	100,000	(100,000)	0.00%
Capital Expenses		238,153	1,756,000	(1,517,847)	13.56%
Bond Interest Accrued	7300 - 7300	430,837	1,723,349	(1,292,512)	25.00%
Total Non Operating Expenses		668,990	3,479,349	(2,810,359)	19.23%
Revenues in Excess of All Expenditu	res, including Capital	996,841	2,040,045	(1,043,204)	48.86%
Bond Retirement (1):		1,990,000	1,990,000	-	100.00%
Net Position after Capital and Debt	Retirement Expenditures	(993,159)	50,045	(1,043,204)	

Notes:

Bond retirement payments are made two times a year in September and March.

^{2.} YTD Activity includes \$21,103 in capitalized labor charged to capital projects.

^{3.} The District prepays CalPERS for the employers' share of retirement costs for the entire year. By doing this, the District saves approximately 3.7% in its total CalPERS payments for the year. The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment.

^{4.} There is a lag in water billings from the Sacramento Water District. Included above is an estimate of costs to date based on water used.

9.33

Total
Total Restricted

\$ 12,705,215.74

Total Unrestricted \$ 12,705,206.41

Florin Resource Conservation District CASH - Detail Schedule of Investments 9/30/2017

Market Value	2.00 1.01 3.47 0.00 1.00 1.85 0.00 \$	\$ 300.00	44,603.56 1,065,527.26 929,075.23 44,777.28 876,868.44 \$ 2,960,851.77	\$ 503,661.98	\$ - \$ 1,277,448.96	\$ 50,398.70 \$ 497,695.00 999,040.00 985,720.00 985,580.00 977,800.00 977,800.00 977,800.00 977,800.00 985,590.00 987,610.00 485,920.00 887,610.00
Restrictions	Restricted Restricted Restricted Restricted Restricted Restricted Restricted Restricted	Unrestricted	Unrestricted Unrestricted Unrestricted Unrestricted Unrestricted Subtotal	Unrestricted	Unrestricted Unrestricted	20,653.99 20,653.99 500,745.00 1,000,000.00
						YTM 0.02% \$ 0.02% \$ 1.374% \$ 1.375% \$ 1.256% \$ 1.550% \$ 1.500% \$ 1.500% \$ 2.157% \$
				0.58%	0.73%	1.150% 1.150% 1.150% 1.150% 1.150% 1.150% 1.1550% 1.1550% 1.1550% 1.1550% 1.150% 1.150% 1.150% 1.150% 1.100%-6.00% 2.
Investment Type	MM Mutual Fund MM Mutual Fund MM Mutual Fund MM Mutual Fund MM Mutual Fund MM Mutual Fund MM Mutual Fund			Investment Pool	Investment Investment	MATURITY DATE 1 NA 12/14/2018 6/28/2019 12/30/2019 3/30/2020 12/1/2020 12/16/2020 9/30/2021 9/30/2021
Investment Name	Dreyfus Inst Treasury			LAIF		CALL DATE N/A 6/44/17 - one time 9/28/16 - qrtty 12/30/16 - qrtty 3/30/17 - qrtty 9/1/16 - cont. 12/16/16 - qrtty 3/30/17 - qrtty 4/28/17 - qrtty
Account number / name	BNY 113757 FRCD 2002 INST PMT SER B BNY 113759 FRCD 2002 INST PMT SER B BNY 113756 FRCD 10ST PMT SER A BNY 11356 FRCD 2005 A INST PM BNY 113587 FRCD 2005 A RES FD BNY 743849 FRCD 2016A COI BNY 743850 FRCD 2016A DEBT SERVICE	Cash on Hand	F&M 08-032009-01 CHECKING ACCOUNT F&M 08-032017-01 OPERATING ACCOUNT F&M 08-032912-01 CREDIT CARD ACCOUNT F&M 08-032890-01 PAYROLL ACCOUNT F&M 08-032920-01 DRAFTS ACCOUNT	Office of the Treasurer - Sacramento Califomia	CALTrust Short Term CALTrust Medium Term	Union Bank of California Federal Home Loan Bank (FHLB) Federal Home Loan Mortgage Corp. (FHLMC) Federal National Mortgage Association (FNMA) Federal National Mortgage Association (FNMA) Federal Farm Credit Banks (FFCB) Federal Farm Credit Banks (FFCB) Federal Home Loan Mortgage Association (FNMA) Federal Home Loan Mortgage Association (FNMA) Federal Home Loan Banks (FHLB)
						CUSIP N/A 3130A8AZ6 3134G9VN4 3136G4DB6 3136G4DB6 3136G3PY5 3136G4CY7 3136G4CY7 3136G4CY7
G/I Account Fund	HELD BY BOND TRUSTEE: 1103-000-20 Water 1102-000-20 Water 1123-000-20 Water Water 1111-000-20 Water 1112-000-20 Water	1001-000-20 Water	HELD BY F&M BANK. 1011-000-10 FRCD 1011-000-20 Water 1031-000-20 Water 1061-000-20 Water 1071-000-20 Water	INVESTMENTS 1080-000-20 Water	1081-000-20 Water 1081-000-20 Water	1082-000-20 Water PURCHASE DATE 9/30/2016 6/14/2016 6/30/2016 9/30/2016 6/16/2016 9/30/2016 9/30/2016 11/2/2016

Consultant Expenses September 30, 2017

Fiscal Retainer Contracts					
Consultant	Description	Current Month	Paid to date	Budget/Contract Amount	Percent of year (25%)
Meyers Nave Professional Law Corp	Task orders	14,773	42,691	130,000	32.84%
Solutions by BG, Inc.	Task orders	10,350	30,990	127,920	24.23%
Project Specific Contracts			;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	Dudaot/octation	40000
Consultant	Description	Month	raid to date	Budger Collinact Amount	Contract
	Task orders		ı		
Best Best, & Krieger	Task orders		48,196	130,000	37.07%

Elk Grove Water District Major Capital Improvement Project Budget vs Actuals September 30. 2017

				September 30, 201	0, 2017							
		Total						July	August	Sept	Total YTD	
	Total Project Proj	Project Exp	Percent	Capitalized	Fund		2017-18	Project	Project	Project		YTD %
Capital Project	Budget	to Date	Spent	Labor	Type	Project Type	Budget	Exp	Exp	Exp	£	Spent
Radio Antennas	\$80,000	999	0.83%	\$0	CIP	Treatment	\$80,000	999			999	0.83%
RRWTF Modular Meeting Room/IT Center	\$550,000	184,096	33.47%	\$0	CIP	Building and Site	\$550,000	80	3,907	138,925	142,912	25.98%
Service Line Replacements	\$500,000	337,143	67.43%	\$15,601	CIP	Supply/Distribution	\$250,000	3,453	14,665	2,408	20,526	8.21%
Well 8 Pump Replacement	\$100,000	2,215	2.22%	\$0	CIP	Treatment	\$100,000		2,215		2,215	2.22%
Truck Replacements	\$100,000	•	0.00%	\$0	CIP	Building and Site	\$100,000					0.00%
Backyard Water Mains/Service Replacement	\$138,000		0.00%	\$0	R&R	Supply/Distribution	\$138,000					0.00%
Kent Street Water Main	\$280,000	56,824	20.29%	\$5,502	R&R	Supply/Distribution	\$280,000	\$3,101	\$275	\$53,448	56,824	20.29%
Media Replacement Filter Vehicles	\$100,000	55,106	55.11%	\$0	R&R	Treatment	\$50,000					0.00%
Well 9 Fence Replacement	\$15,000	4,814	32.09%	\$0	R&R	Building and Site	\$15,000			4,814	4,814	32.09%
Well Rehabilitation (One Year)	\$93,000	10,196	10.96%	\$0	R&R	Supply/Distribution	\$93,000	8,285	1,256	655	10,196	10.96%
Unforeseen Capital Projects	\$100,000	\$0	0.00%	\$0			\$100,000					0.00%
Sub-Total	\$2,056,000	\$651,060	31.67%	\$21,103			\$1,756,000	\$15,585	\$22,318	200,250	238,153	13.56%

(1) Includes \$21,103 in capitalized labor through 9/30/17

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Sarah Jones, Program Manager

SUBJECT: NATURAL RESOURCES CONSERVATION SERVICES UPDATE

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

Regional staff of the National Resources Conservation Service (NRCS) periodically gives an update to the board. Dwane Coffey will present an update verbally.

DISCUSSION

Background

Regional staff of the National Resources Conservation Service (NRCS) periodically gives an update to the board.

Present Situation

Dwane Coffey will present an update verbally.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Compliance with State regulations is in conformity with the District's Business Practice goals of the 2012-2017 Strategic Plan

NATURAL RESOURCES CONSERVATION SERVICES UPDATE Page 2

FINANCIAL SUMMARY
There is no direct financial impact associated with this report

Respectfully submitted,

PROGRAM MANAGER

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary

SUBJECT: **COMMITTEE MEETINGS**

RECOMMENDATION

No action is required at this time.

SUMMARY

The Board has requested a monthly summary of committee meetings. There were no committee meetings in the month of September.

DISCUSSION

Background

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

Present Situation

No committee meetings were held in the month of September.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

COMMITTEE MEETINGS

Page 2

FINANCIAL SUMMARY

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

Respectfully Submitted,

STEFANI PHILLIPS, BOARD SECRETARY TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER

2017

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

The Elk Grove Water District (EGWD) Operations Report is a standing item on the regular board meeting agenda.

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

DISCUSSION

Background

Every month, staff presents an update of the activities related to the operations of the District. Included for the Board's review is the EGWD's September 2017 Operations Report.

Present Situation

The EGWD September 2017 Operations Report highlights are as follows:

Operations Activities Summary – Notable items in the activities summary are
that the District hung 749 door hangers for past due balances which resulted in 82
shutoffs. There were 7 pressure complaints and 2 water quality complaints. Upon
further investigation, one water quality complaint was validated due to a known
influence from Water Well No. 3.

AGENDA ITEM No. 5

<u>ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER 2017</u>

Page 2

- Production The Combined Total Service Area 1 production graph on page 13 shows that production during the month of September decreased 8.76 percent compared to September 2016, and is 8.70 percent less than what was produced in 2013. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of September, compared to September 2013, was down by 7.69 percent.
- Static and Pumping Level Graphs The third quarter soundings are shown and indicate the some of the static water levels in deeper zones have decreased as compared to 2013.
- Treatment (Compliance Reporting) All samples taken during the month are in compliance with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found and all water supplied to the District's customers met or exceeded safe drinking water standards.
- Preventative Maintenance Program The tables included in this section of the report also include certain activities completed to date. Below is a list of out-ofordinary maintenance work completed in September:
 - Staff performed multiple adjustments and extensive sampling at the Hampton Village Water Treatment Plant.
 - Staff facilitated the scheduled rehabilitation of Well #1D School.
 - Staff replaced an isolation valve on Well #14D Railroad.
- Backflow Prevention Program 2017 There were 69 notices issued for the month. From the initial testing notice 48 devices passed. There were 21 secondary notices issued, of which we have received 14 passing tests. There is a total of 11 outstanding devices as of this month which will require further investigation.
- **Safety Meetings/Training** There were 3 safety training sessions conducted for the month. Only 2 safety sessions are required by OSHA standards.
- **Service Line Replacement Map** The District installed 1 residential service line in the month of September.
- Service and Main Leaks Map There were 3 main line leaks and 8 service line leaks reported for the month.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER 2017

Page 3

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,

Wall Wholen

MARK J. MADISON GENERAL MANAGER

MJM/ah

EGWD

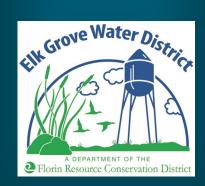
OPERATIONS REPORT
September 2017

Elk Grove Water District









Elk Grove Water District

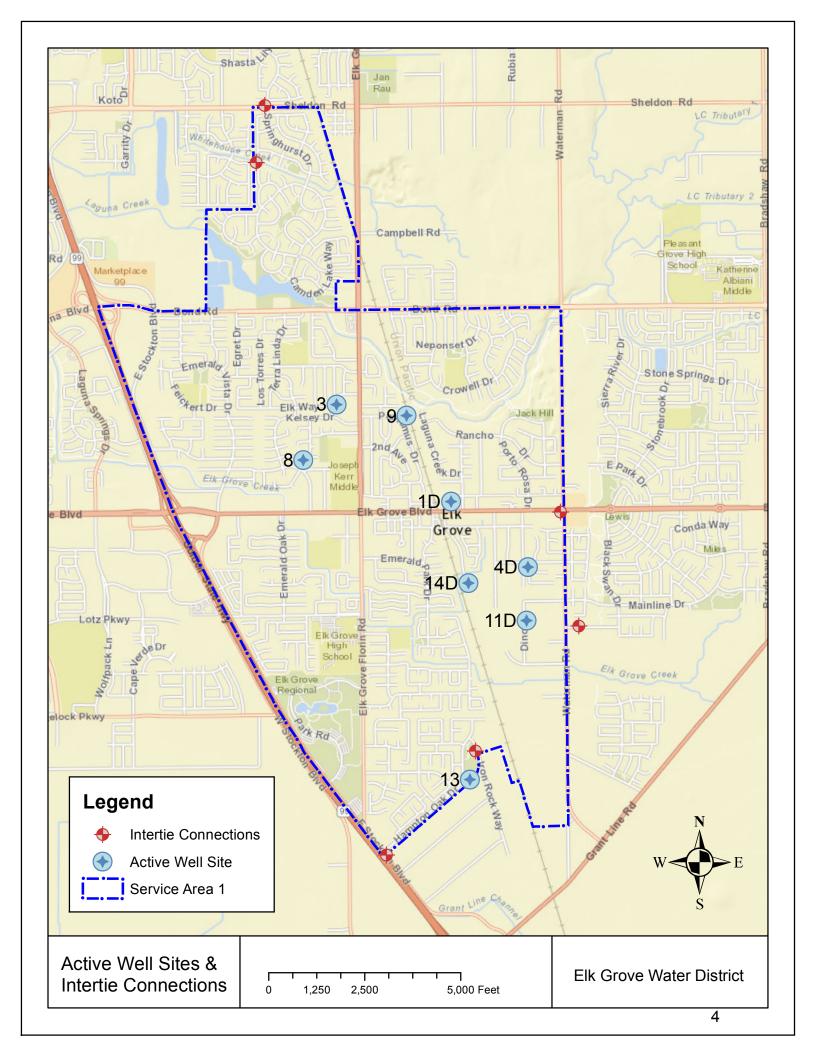
Operations Report

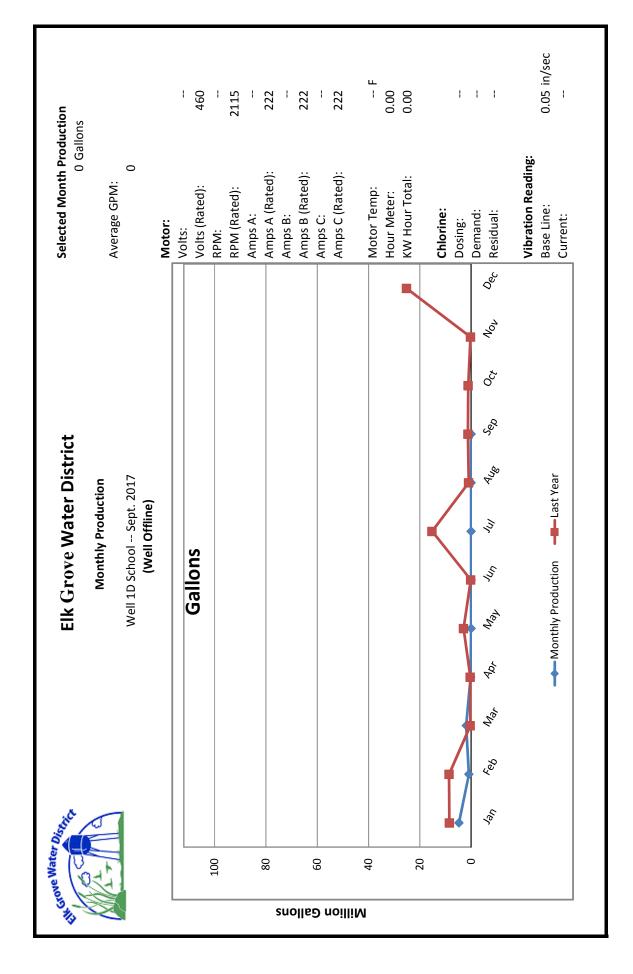
Table of Contents

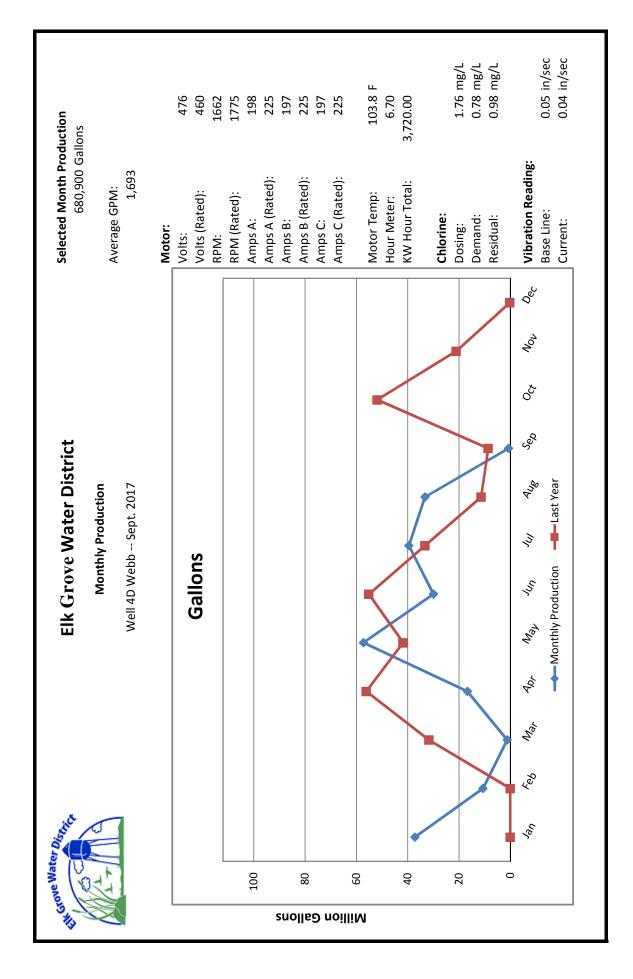
1. Operations Activities Summary					
2.	Production				
	a. Active Well Sites & Intertie Connections Map. b. Monthly Production Graphs i. Well 1D School Street. ii. Well 4D Webb Street iii. Well 11D Dino iv. Well 14D Railroad v. Well 3 Mar-Val vi. Well 8 Williamson	5 6 8 9			
	vii. Well 9 Polhemusviii. Well 13 Hampton				
	c. Combined Total Production				
	d. Total Demand/Production				
3.	Static and Pumping Level Graphs				
	a. Well 1D School Street b. Well 4D Webb Street c. Well 11D Dino d. Well 14D Railroad e. Well 3 Mar-Val f. Well 8 Williamson g. Well 9 Polhemus h. Well 13 Hampton	16 18 19 20			
4.	Regulatory Compliance				
	 a. Monthly Water Sample Report b. Monthly Summary of Distribution System Coliform Monitoring (SWRCB)2 c. Monthly Summary of the Hampton Groundwater Treatment Plant (SWRCB)3 d. Monthly Compliance Report (SRCSD) 	28-29 30-31			
5.	Preventative Maintenance Program				
	a. Ground Water Wells b. Railroad Water Treatment and Storage Facility c. Hampton Village Water Treatment Plant d. Standby Generators	35 36			
6.	Backflow Prevention Program 2017	38			
	Safety Meetings/Training				
8.	Service Line Replacement Map	40			
9.	Service and Main Leaks Map	41			
10.	sample Station Areas Map	42			
11.	Sample Station Area(s) Pressure Monitoring4	3-52			

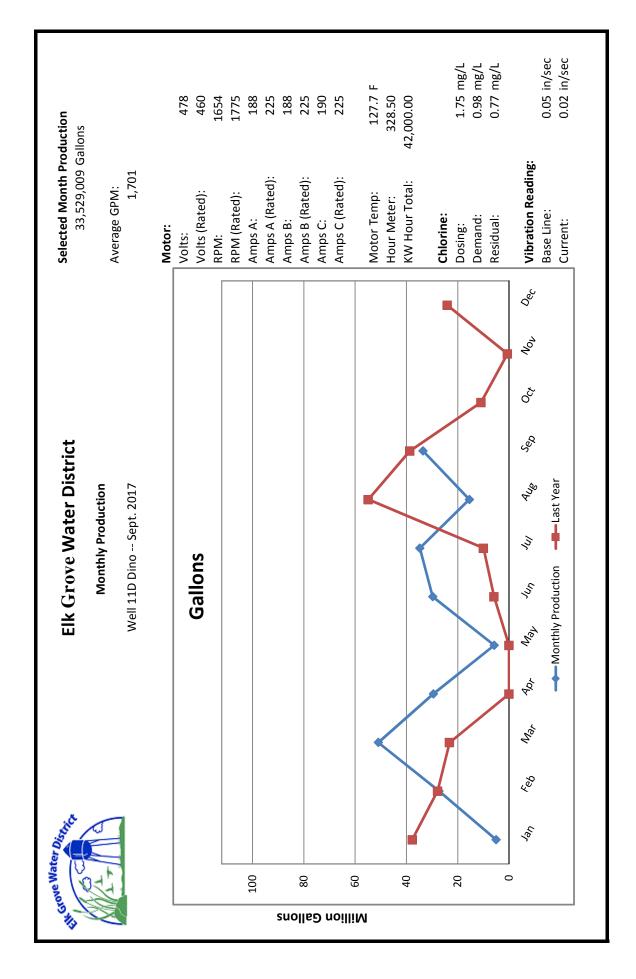
Operations Activities Summary

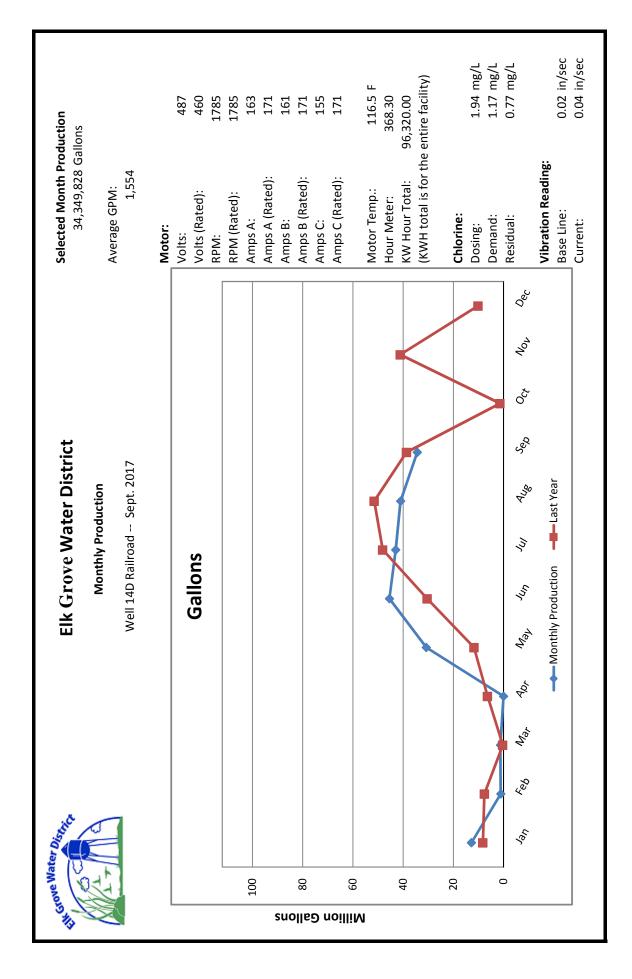
Service Requests:	September-17		YTD (Since July 1, 2017)	
Department	Service Request	<u>Hours</u>	Service Request	<u>Hours</u>
Distribution				
Door Hangers	749	15.90	1804	66.65
Shut offs	82	27.75	181	67
Turn ons	93	31.25	203	50.50
Investigations	46	23.60	151	84.35
USA Locates	141	35.31	460	115.06
Customer Complaints				
-Pressure	7	7.50	24	15
-Water Quality	2	0.75	6	5.75
-Other	0	0	0	0
Work Orders:	September-1	7	YTD (Since July	1, 2017)
Department	Work Orders	<u>Hours</u>	Work Orders	<u>Hours</u>
Treatment:				
Preventative Maint.	22	111	60	174
Corrective Maint.	7	24	21	128
Water Samples	12	34	35	148
Distribution:				
Meters Installed	0	0	0	0
Backflow Devices Installed	0	0	0	0
Preventative Maint.				
-Hydrant Flushing Program	0	0	0	0
-Hydrant Maintenance	150	52	384	113.50
-Valve Exercising	114	27	428	103.50
-Other	0	0	0	0
Corrective Maint.				
-Leaks	11	305	18	542.90
-Other	16	36	32	215.60
Valve Locates	17	7	18	35.50
Utility:				
Service Line Replacement	1	36	21	356
Corrective Maint.	0	0	0	0

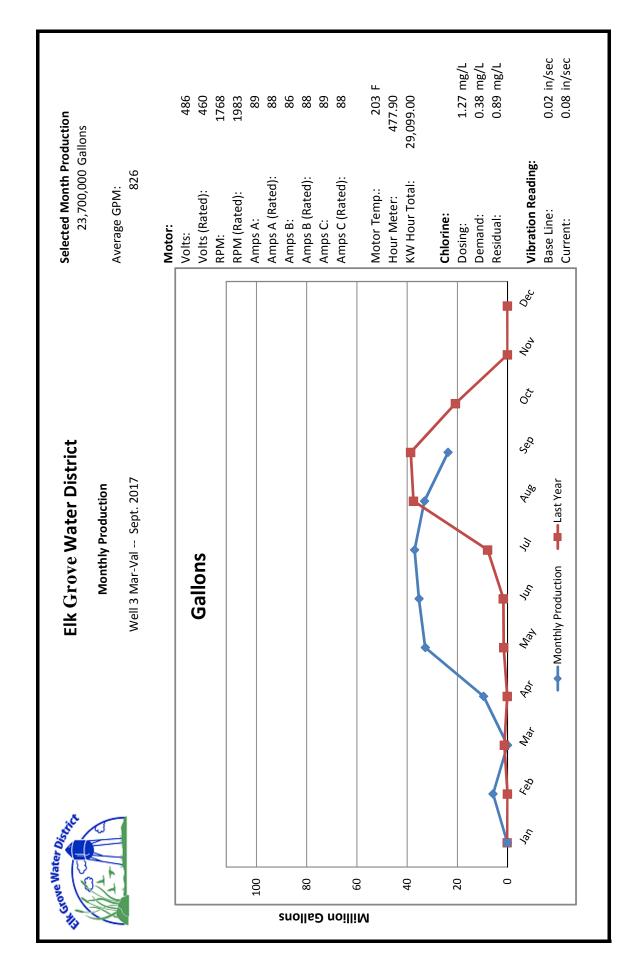


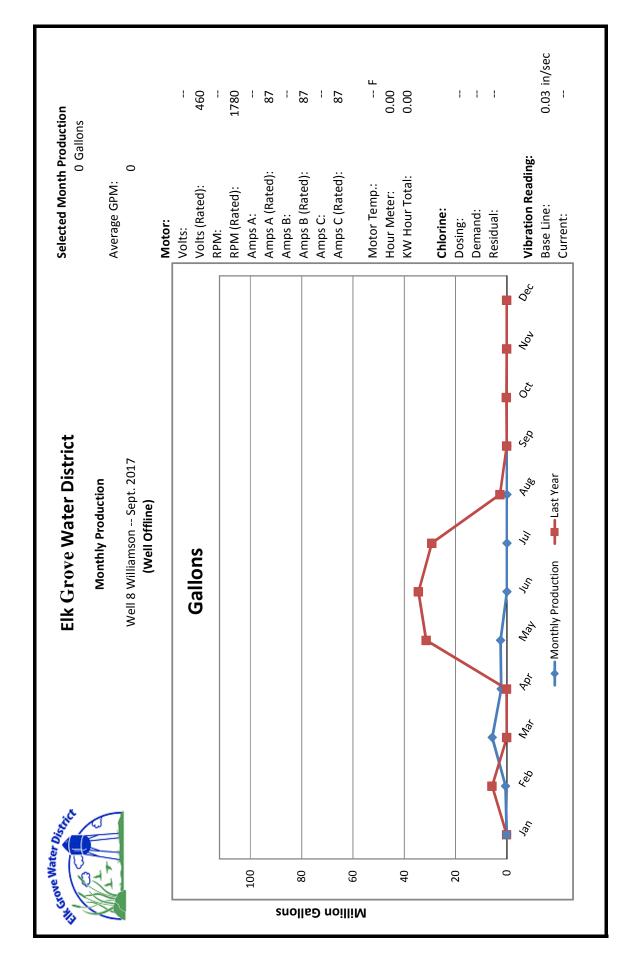


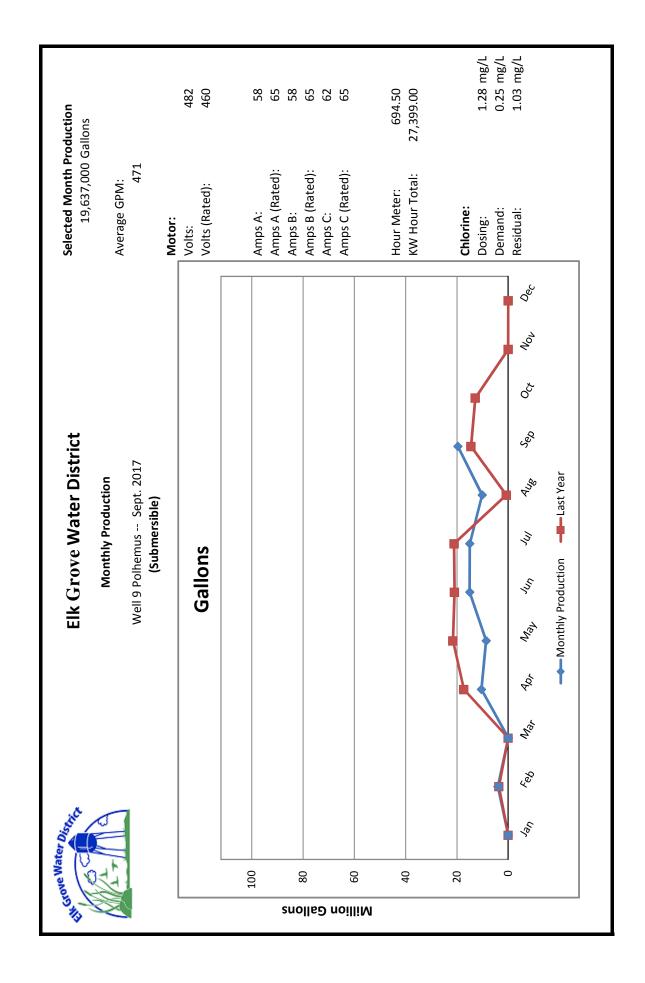


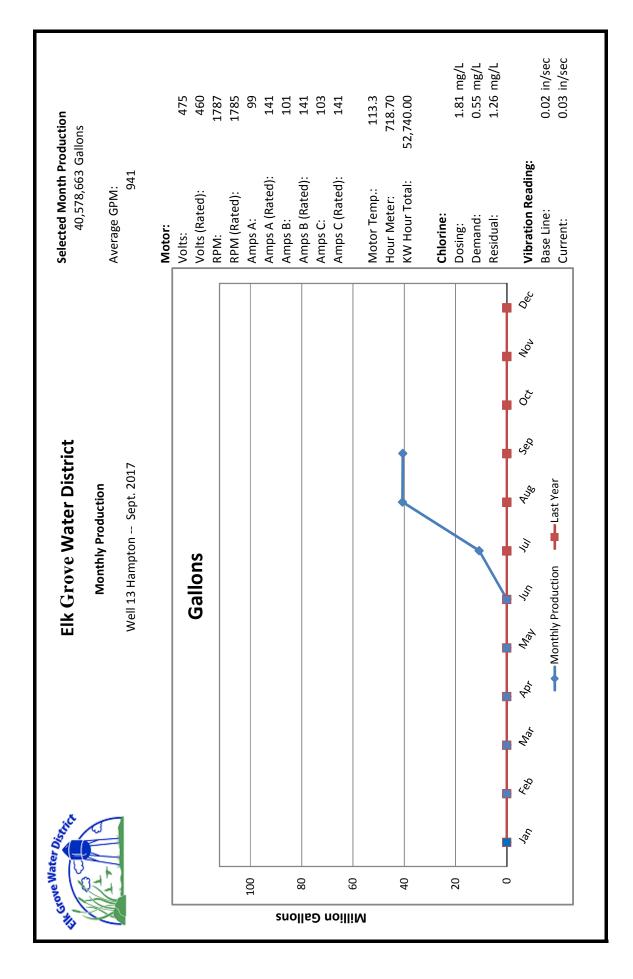


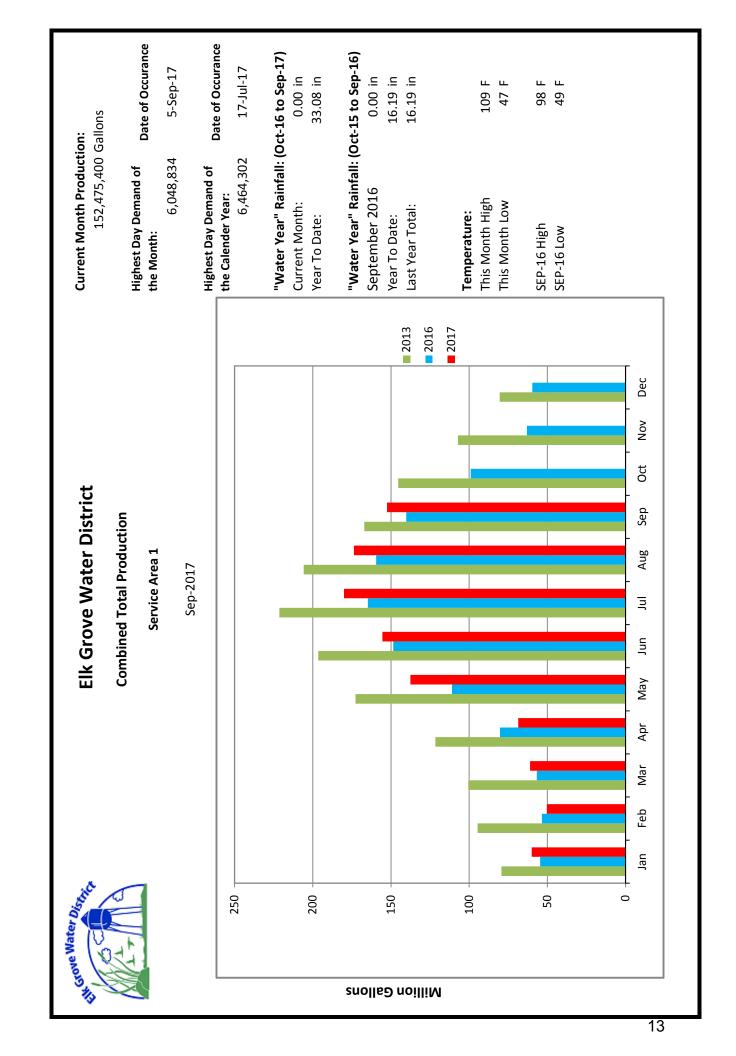










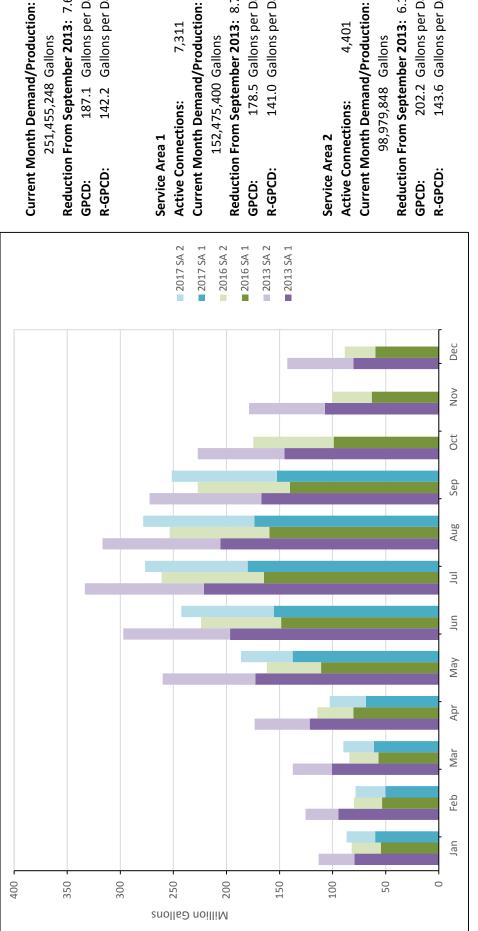


Citove Water District

Elk Grove Water District

Total Demand/Production

Sep-2017



Current Month Demand/Production:

251,455,248 Gallons

Reduction From September 2013: 7.69%

187.1 Gallons per Day 142.2 Gallons per Day R-GPCD:

Service Area 1

Active Connections:

152,475,400 Gallons

Reduction From September 2013: 8.70%

141.0 Gallons per Day 178.5 Gallons per Day GPCD:

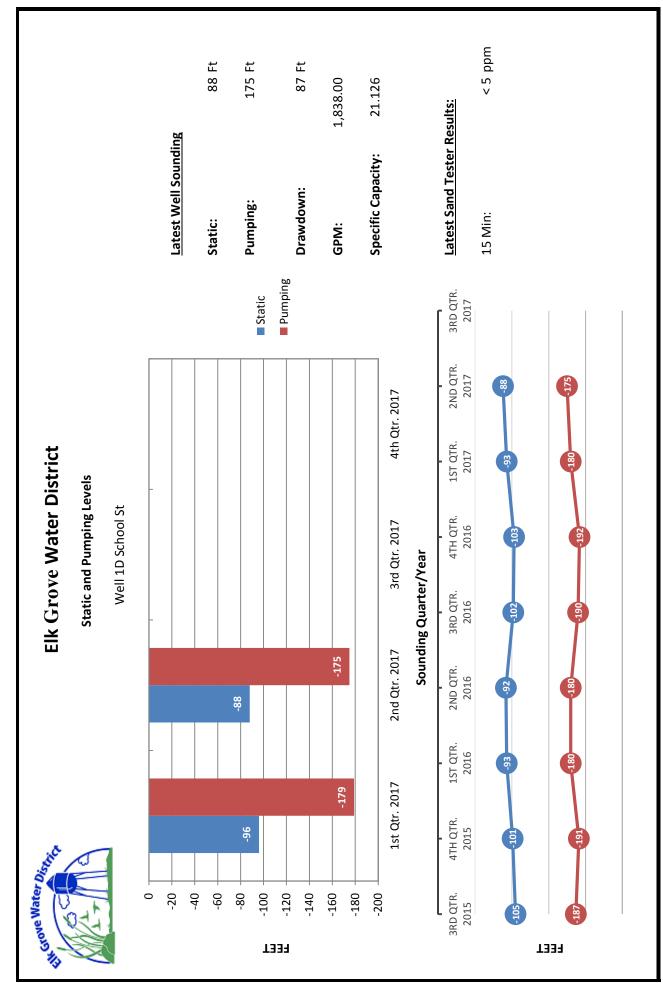
Service Area 2

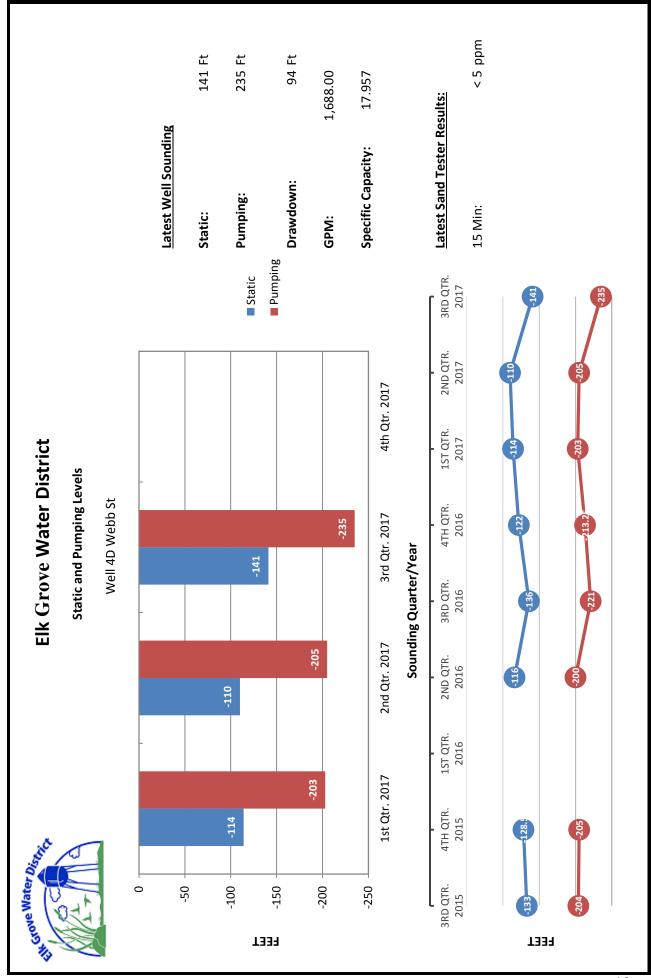
Active Connections:

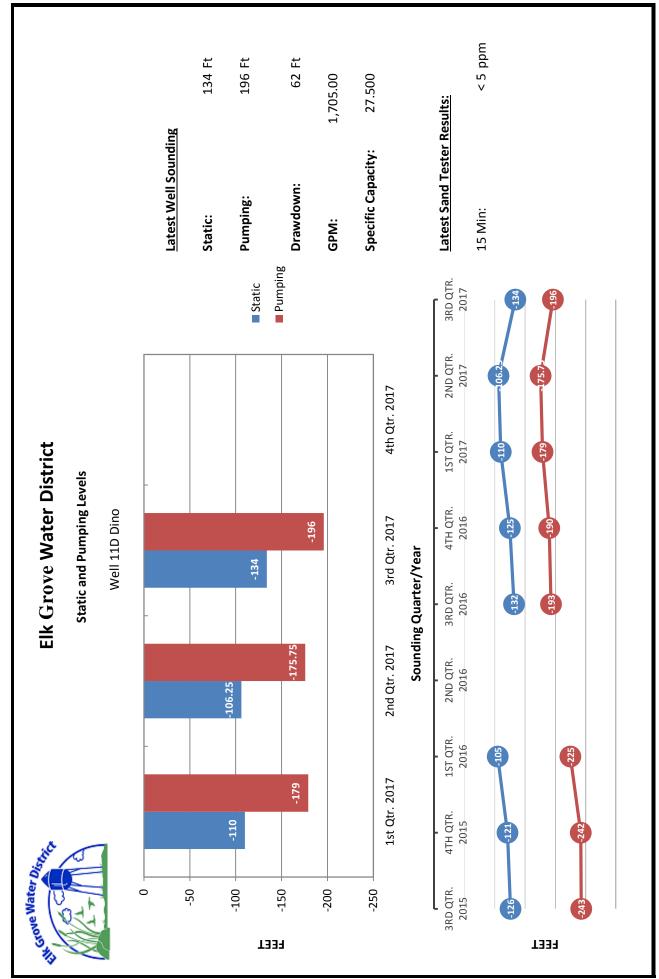
Current Month Demand/Production:

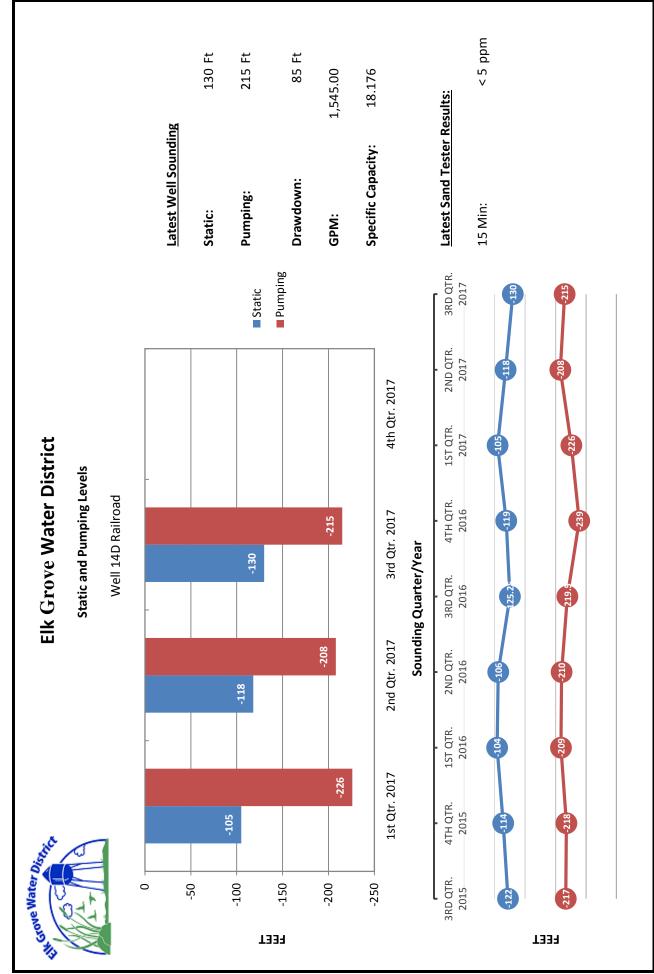
Reduction From September 2013: 6.11% 98,979,848 Gallons

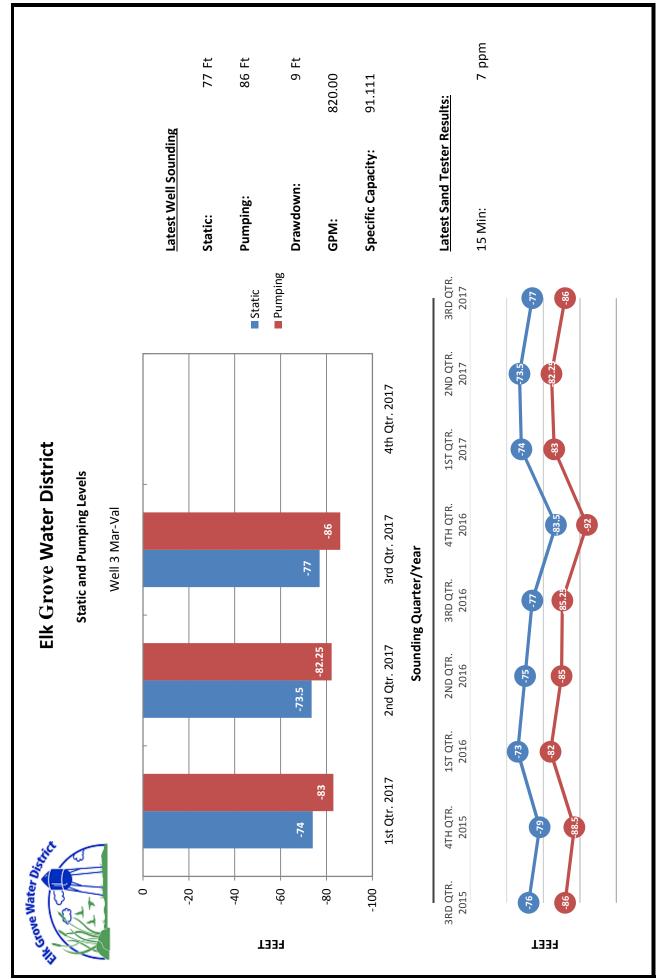
202.2 Gallons per Day 143.6 Gallons per Day GPCD:

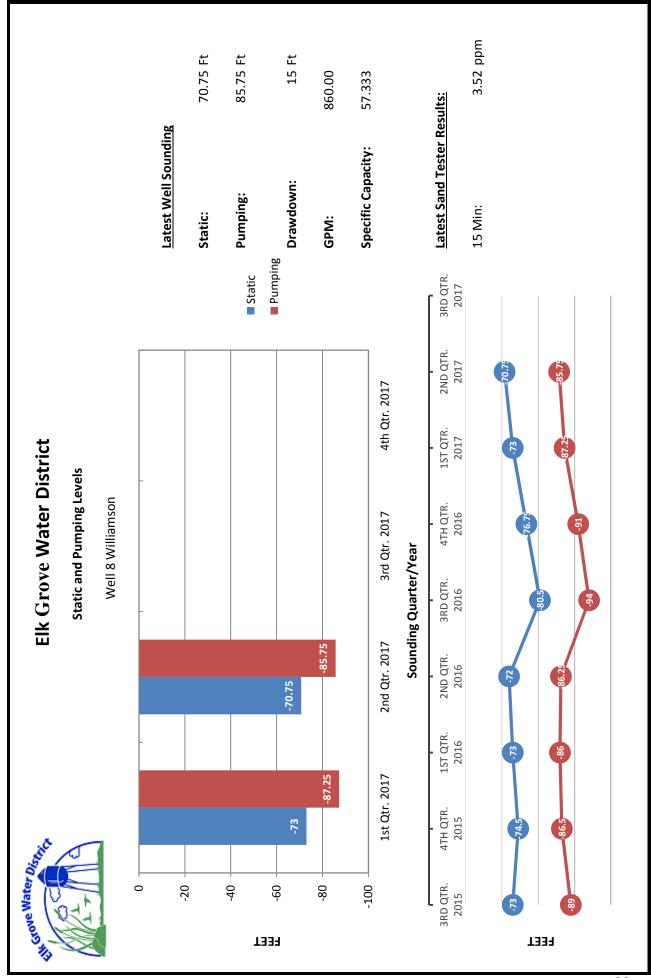


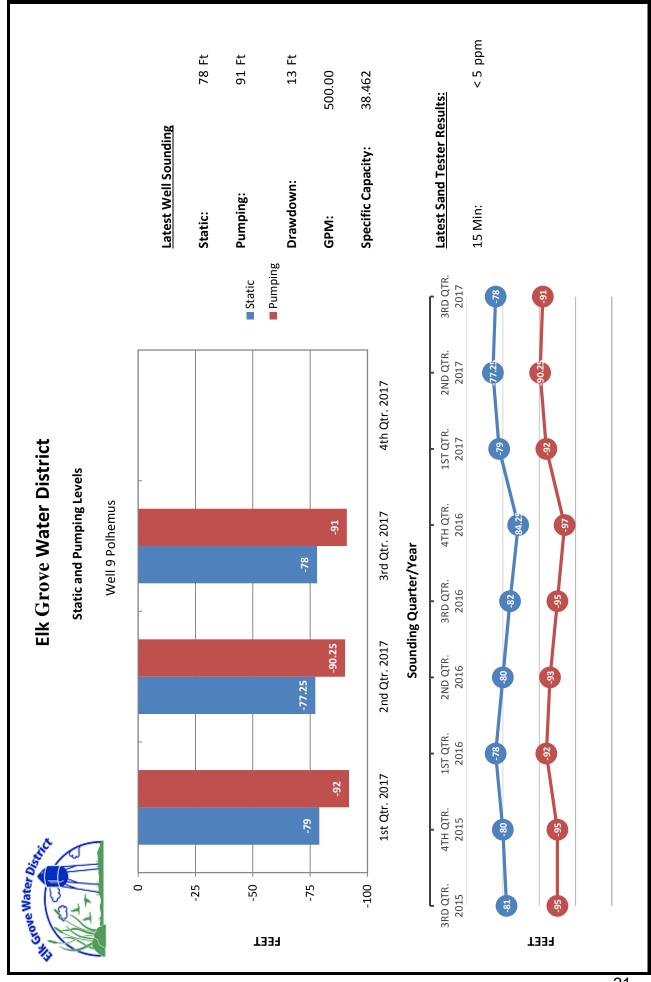


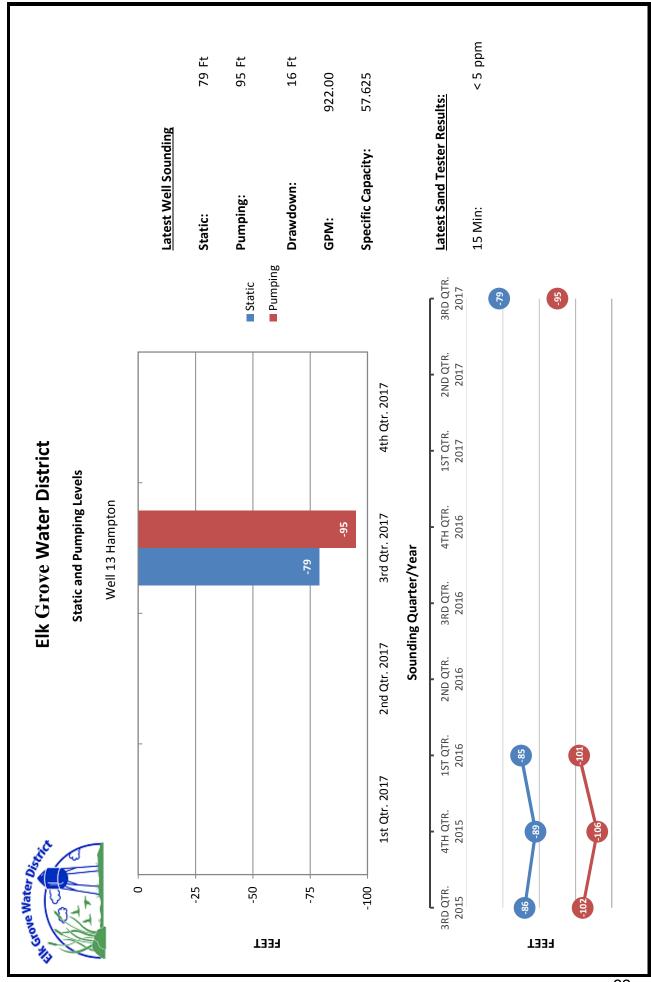












Monthly Sample Report - September 2017 Water System: Elk Grove Water System

	Sampling	Sampling Point: 01 - 8693 W. Camden	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/5/2017	Distribution System	Bacteriological	Week
9/12/2017	Distribution System	Bacteriological	Week
9/19/2017	Distribution System	Bacteriological	Week
9/26/2017	Distribution System	Bacteriological	Week
	Sampling Poin	Sampling Point: School Well 01D - Raw Water	
Sample Date	Sample Class	Sample Name	Collection Occurrence
	Sampling P	Sampling Point: 02 - 9425 Emerald Vista	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/5/2017	Distribution System	Bacteriological	Week
9/12/2017	Distribution System	Bacteriological	Week
9/19/2017	Distribution System	Bacteriological	Week
9/26/2017	Distribution System	Bacteriological	Week
	Sampling Point:	nt: - Mar-Val Well 3 Raw Water	
Sample Date	Sample Class	Sample Name	Collection Occurrence
	Sampling	Sampling Point: 03 - 8809 Valley Oak	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/5/2017	Distribution System	Bacteriological	Week
9/12/2017	Distribution System	Bacteriological	Week
9/19/2017	Distribution System	Bacteriological	Week
9/26/2017	Distribution System	Bacteriological	Week
	Sampling Poi	Sampling Point: Webb Well 04D - Raw Water	
Sample Date	Sample Class	Sample Name	Collection Occurrence

	Collection Occurrence	Week	Week	Week	Week		Collection Occurrence	Week	Week	Week	Week		Collection Occurrence	Week	Week	Week	Week		Collection Occurrence	Week	Week	Week	Week		Collection Occurrence
Sampling Point: 04 - 10122 Glacier Point	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	Sampling Point: 05 - 9230 Amsden Ct.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	Sampling Point: 06 - 9227 Rancho Dr.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	Sampling Point: 07 - Al Gates Park Mainline Dr.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	: - Williamson Well 8 Raw Water	Sample Name
Sampling Po	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling F	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling Point	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling Point:	Sample Class
	Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017		Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017		Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017		Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017		Sample Date

	Collection Occurrence	Week	Week	Week	Week			Collection Occurrence		Collection Occurrence	Week	Week	Week	Week		Collection Occurrence	Week	Week	Week	Week		Collection Occurrence
Sampling Point: 09 - 9436 Hollow Springs Wy.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological		t: Polhemus Well 9 Raw Water	Sample Name	Sampling Point: 09 - 8417 Blackman Wy.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	Sampling Point: 10 - 9373 Oreo Ranch Cir.	Sample Name	Bacteriological	Bacteriological	Bacteriological	Bacteriological	Sampling Point: Dino Well 11D - Raw Water	Sample Name
Sampling Poin	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	:	Sampling Point:	Sample Class	Sampling Po	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling Po	Sample Class	Distribution System	Distribution System	Distribution System	Distribution System	Sampling Poi	Sample Class
	Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017			Sample Date		Sample Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017		Sample Date	6/6/2017	6/13/2017	6/20/2017	6/27/2017		Sample Date

	Sampling Po	Sampling Point: Hampton Well 13 - Raw Water	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/5/2017	Source Water	Bacteriological	Weekly
9/5/2017	Source Water	Fe, Mn, As, Total	Weekly
9/7/2017	Source Water	Full Title 22 Sampling	Tri - Annually
9/12/2017	Source Water	Bacteriological	Weekly
9/12/2017	Source Water	Fe, Mn, As, Total	Weekly
9/19/2017	Source Water	Bacteriological	Weekly
9/19/2017	Source Water	Fe, Mn, As, Total	Weekly
9/26/2017	Source Water	Bacteriological	Weekly
9/26/2017	Source Water	Fe, Mn, As, Total	Weekly
	Sampling	Sampling Point: Hampton WTP Effluent	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/5/2017	Treated Effluent	Fe, Mn, As, Total	Weekly
9/7/2017	Treated Effluent	Full Title 22 Sampling	Tri - Annually
9/12/2017	Treated Effluent	Fe, Mn, As, Total	Weekly
9/19/2017	Treated Effluent	Fe, Mn, As, Total	Weekly
9/26/2017	Treated Effluent	Fe, Mn, As, Total	Weekly
	o a vilamo o	Just described O'M actual to	
	Sampling Fo	Sampling Point: nampton WIP backwash lank	
Sample Date	Sample Class	Sample Name	Collection Occurrence
	Sampling Po	Sampling Point: Railroad Well 14D - Raw Water	
Sample Date	Sample Class	Sample Name	Collection Occurrence
	Samplin	Sampling Point: Railroad WTP Effluent	
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/12/2017	Treated Plant Effluent	WTP Eff - Fe, Mn, As, AI Total	Month
9/12/2017	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

	Sampling Point: Spec	Sampling Point: Special Distribution/Construction Samples	amples
Sample Date	Sample Class	Sample Name	Collection Description
9/19/2017	Distribution System	Bacteriological	4"Service line Relocate @MOC
9/24/2017	Distribution System	Bacteriological	8" Tee Replacement
9/14/2017	Distribution System	Lead in Schools	Jessie Baker Elementary School
9/14/2017	Distribution System	Lead in Schools	Edna Batey Elementary School
9/14/2017	Distribution System	Lead in Schools	Elk Grove High School
9/13/2017	Distribution System	Lead in Schools	Elk Grove Elementary School
9/13/2017	Distribution System	Lead in Schools	Ellen Feickert Elementary School
9/14/2017	Distribution System	Lead in Schools	Katherine Albiani Middle School
9/14/2017	Distribution System	Lead in Schools	Markofer Elementary School
9/13/2017	Distribution System	Lead in Schools	James McKee Elementary School
9/14/2017	Distribution System	Lead in Schools	Pleasant Grove High School

Yearly Total	525	80	0
Monthly Total	55	12	0
Colors	Black = Scheduled	Green = Unscheduled	Red = Incomplete Sample



October 2, 2017

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

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for September 2017.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

State Water Resources Control Board

Division of Drinking Water

MONTHLY SUMMARY OF REVISED TOTAL COLIFORM RULE DISTRIBUTION SYSTEM MONITORING

(including triggered source monitoring for systems subject to the Groundwater Rule)

System Name		System Num	ber		
Elk Grove Water District				3410008	
Sampling Period					
Month September		Year		2017	
	Number Required		Number Collected	Number Total Coliform Positives	Number E.coli Positives
1. Routine Samples (see note 1)	40		40	0	0
 Repeat Samples following samples that are Total Coliform Positive and E.coli Negative (see notes 10 and 11) 			0	0_	0
3. Repeat Samples following Routine Samples that are Total Coliform Positive and <i>E. coli</i> Positive (see notes 10 and 11)			0	0	0
Treatment Technique (TT)/MCL Violation Computation for Total Coliform/E. coli Positive Samples a. Totals (sum of columns)	0		0	0_	0
b. If 40 or more samples collected in month, determine percent of samples that are total coliform positive [(total number positive/total number collected) x 100] =	0	%			
c. Did the system trigger a Level 2 Assessment TT? (see notes 2, 3, 4, 5 and 6 for trigger info) If a Level 2 Assessment is triggered, see note 8 below.]Yes ☑No	
a Level 1 Assessment TT? (see note 7 for trigger info) If a Level 1 Assessment is triggered, see note 9 below.]Yes	
5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)			0	0	0
 Invalidated Samples (Note what samples, if any, were invalidated; who authorized the inverse collected. Attach additional sheets, if necessary.) 	nvalidation; a	and whe	n replacemen	nt samples	
7. Summary Completed By: Steve Shaw					
Signature	Title	,	Water Trea	tment Superviso	Date 10/2/2017
NOTES AND INSTRUCTIONS:			valer 11ea	unent Superviso	10/2/2017

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



October 2, 2017

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

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for September 2017.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

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Month: September 2017

PWS No. 3410008-014

GWTP Name: Hampton Water Treatment Plant

		Eff. pH	7.22	0.89	7.12	0.895	7.09	0.93	7.18	1.2	7.15	1.15																					
	Weekly Average	Inf. pH	6.9		6.99		6.92		6.94		6.93										0		40578663 Gal										
	We	Cl ₂	Week 1:	0.0015 Chlorine	Week 2:	Chlorine	Week 3:	Chlorine	Week 4:	Chlorine	Week 5:	Chlorine													(5)		ondary)				2-0ct-17		
ted)	As, T	>1	0.002		0.002					1.79 mg/L			1.3 mg/L								claim		Total Water Treated		vels (MCL	ondary)	ng/L (Seco	nary)			Date:		
T (Treat	As, R	0.008	0.008	0.008	0.0010			Gal		1.79		Gal	1.3		Gal	.5 gal/hr		Gal	.3 gal/hr		Total Reclaim		Total W		Maximum Contaminant Levels (MCLs)	Iron (Fe) = 0.300 mg/L (Secondary)	Manganese (Mn) = 0.050 mg/L (Secondary)	Arsenic (As) = 10 μg/L (Primary)					
R (Raw)	Mn, T	0	0	0	0			503.1 Gal				215.6	(359.3			251.5							n Contain	= 0.300 n	se (Mn)	As) = 10 p					
g (mg/L)	Mn, R	0	0	0	0			ite:	08333	12.5% CI			38% FeC			6 NaOH)			12504)		3 Gal		63 Gal		Maximur	Iron (Fe)	Mangane	Arsenic (
lonitorin	Fe, T	0.015	0.04	0.03	0.094			pochlor	20.96208333	Liter @		oride:	Liter @		/droxide	ur@ 25%		: pi	@ 93%		934883 Gal		40578663 Gal								aw		
House M	Fe, R	0.004	0.025	0.039	0.004			H mnipo		ams Per		erric Chlo	ams Per		M mnipo	s per Ho		ulfuric Ac	er Hour		pa		mped			_	10 mg/L				Steve Shaw		
Weekly In-House Monitoring (mg/L) R (Raw) T (Treated)	Date	9/5/2017	9/12/2017	9/19/2017	9/26/2017			Total Gallons Sodium Hypochlorite:	Pounds per day	Dosage (Milligrams Per Liter @ 12.5% Cl)		Total Gallons Ferric Chloride:	Dosage (Milligrams Per Liter @ 38% FeCl)		Total Gallons Sodium Hydroxide:	Dosage (Gallons per Hour@ 25% NaOH)		Total Gallons Sulfuric Acid:	Dose (Gallons per Hour @ 93% H2SO4		Total Backwashed		Total Water Pumped		Reporting Limits	Iron = 0.100 mg/L	Manganese = 0.010 mg/L	Arsenic = $1.0 \mu g/L$			Prepared By:		
Reclaim Water	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Backwash Meter	616865	638556	671090	703773	736274	769032	794385	825181	859527	888497	921131	953711	982628	1015285	1047875	1080607	1109525	1142041	1174653	1207153	1236546	1268773	1301425	1330510	1363042	1399394	1428459	1457516	1490901	1520844	1551748		934883
Production		1381758	1446275	1320485	1328409	1412854	1289211	1320471	1384745	1337576	1335930	1441931	1262185	1293803	1407697	1337694	1323390	1342076	1464856	1269660	1348728	1315980	1389878	1332334	1377614	1429185	1255394	1354163	1397932	1333238	1343211		40578663
Meter Reading	167134710	168516468	169962743	171283228	172611637	174024491	175313702	176634173	178018918	179356494	180692424	182134355	183396540	184690343	186098040	187435734	188759124	190101200	191566056	192835716	194184444	195500424	196890302	198222636	199600250	201029435	202284829	203638992	205036924	206370162	207713373		Total
Date	st day	1	2	3	4	5	9	7	00	6	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	59	30	31	31



October 2, 2017

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

MONTHLY COMPLIANCE REPORT

Enclosed is the Monthly Compliance Report Form from Elk Grove Water District for September 2017.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

Attn: Neal Stallions	E-mail: stallionsn@sacsewer.com	Wastewater Source Control Section
Phone (916) 875-6656		Fax (916) 875-6374
From: Steve Shaw		
Company: Elk Grove Water Dis	strict	Permit #WTP010

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

	Month: S	eptember	Year:	2017	
Water use/flow meter report		oton WTP – 1,119,11 pad WTP – 0	17		
			Date	Time	рН
		Hampton WTP			
Monitoring results/anal	ytical report	Railroad WTP			
Discharge Rate					
Check the statement be	low that app	lies to this report:			
Based on a reviewX I certify that this		ty's flow data, discharge			d.
	racincy is in c	omphance with the	discharge rate ii		
Attached is a descripti volume of the wastewa			may significantl	y alter the	nature, quality, or
Flow monitoring equipr	ment certifica	ation (Flow or pH me	eter, etc.)		
Other (describe):					

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	3	18	15	810
Office	4	18	10	720
Drivers/Field	19	18	3	1026
			Total	2556

Certification Statement

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

and imprisonment for knowing violations".			
SIGNATURE of Authorized Representative:	5		
PRINTED NAME, TITLE:	Steve Shaw	Water Treatment Supervisor	
	(Name)	(Title)	
DATE:	10-2-2017		

Year: 2017

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

onthly Semi-annual Annual		JN JUL AUG SEP OCT NOV DEC Refer. 1576-MO. 2ND 6-MO. Refer. 2017	WQ WQ WQ WQ	5/17 7/7/17 8/7/17 9/14/17	14932 14972 15089 G 14879	wa wa wa	3/17 7/6/17 8/10/17 9/19/17	14933 14973 15090	wa wa wa	5/17 7/5/17 8/29/17 9/19/17	14934 14974 15091 👸 14881	HA AH AH	ET ::	14935 14975 15092 14882	wa wa wa	7/17 7/6/17 8/10/17 9/14/17	14936 14976 15094 G 14883	AH AH AH	TI ::	14937 14977 15095	wa wa wa	7/3/17 8/29/17 9/13/17	.870 14938 14978 15096 E		7/24/17 8/24/17 9/19/17	15021 15097
		NON																								
	i O	OCI																								
	i L	SEP	WQ	9/14/17	15089	WQ	9/19/17	15090	WQ	9/19/17	15091	AH		15092	WQ	9/14/17	15094	АН		15095	WQ	9/13/17	15096	WQ	9/19/17	15097
		AUG	WQ	8/7/17	14972	WQ	8/10/17	14973	WQ	8/29/17	14974	AH		14975	WQ	8/10/17	14976	АН		14977	WQ	8/29/17	14978	WQ/AH	8/24/17	15021
<u>></u>		JUL	WQ	71/1/7	14932	WQ	7/6/17	14933	WQ	7/5/17	14934	АН		14935	WQ	7/6/17	14936	АН		14937	WQ	7/3/17	14938	WQ/AH	7/24/17	15020
Monthly		NOC	WQ	6/6/17	14864	WQ	6/13/17	14865	WQ	6/15/17	14866	АН		14867	WQ	6/7/17	14868	АН		14869	WQ	6/13/17	14870			
		MAY	WQ	5/9/17	14819	АН	5/11/17	14820	WQ	5/8/17	14821	АН		14822	АН	5/11/17	14823	АН		14824	АН	5/11/17	14825			
	0	APR				WQ	4/3/17	14764	АН	4/5/17	14765	WQ	4/6/17	14766	АН	4/12/17	14767	АН	4/6/17	14768	АН	4/5/17	14769			
		MAR				WQ	3/27/17	14683	WQ	3/7/17	14682	WQ	3/8/17	14684	WQ	3/20/17	14685	WQ	3/3/17	14686	WQ	3/6/17	14687			
	í L	FEB	WQ	2/6/17	14634	WQ	2/2/17	14633	WQ	2/6/17	14632	WQ	2/6/17	14635	WQ	2/8/17	14636	WQ	2/3/17	14637	WQ	2/1/12	14638			
		JAN	WQ	1/4/17	14584	WQ	1/5/17	14586	WQ	1/9/17	14587	WQ	1/3/17	14585	WQ	1/10/17	14588	АН	1/6/17	14589	WQ	1/6/17	14590			
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Year: 2017

Elk Grove Water District

Preventative Maintenance Program

Rairoad Water Treatment and Storage Facility

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Quarterly	2nd 3rd	AH/WQ AH/WQ	6/22/17 9/18/17	14875 15088										АН	6/13/17 9/14/17	14874 15011						
Q	. 1st	AH/WQ AI	3/22/17	14693 1										АН	3/13/17	14692 1						
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	AUG	WQ	8/21/17	14986	АН	8/15/17	14987	АН	8/21/17	14988	AH/WQ	8/22/17	14989									
yار	JUL	WQ	7/18/17	14928	WQ	7/17/17	14929	WQ	7/31/17	14930	AH/WQ	7/31/17	14931									
Monthly	JUN	WQ	6/12/17	14871	WQ	6/19/17	14872	WQ	6/12/17	14873	АН	6/15/17	14876									
	MAY	WQ	5/11/17	14815	AH/WQ	5/12/17	14816	WQ	5/11/17	14817	АН	5/26/17	14818									
	APR	АН	4/17/17	14760	АН	4/20/17	14761	АН	4/21/17	14763	АН	4/21/17	14762									
	MAR	WQ	3/6/17	14688	АН	3/3/17	14689	WQ	3/6/17	14690	MO	3/16/17	14691									
	FEB	WQ	2/2/17	14639	WQ	2/16/17	14640	WQ	2/7/17	14641	AH/WQ	4	14642									
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Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

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	AUG	AH/WQ	8/24/17	14983	AH/WQ	8/24/17	14984		AH/WQ	8/24/17	14985							
thly	JUL	AH/WQ	7/24/17	14941	AH/WQ	7/24/17	14939		АН	7/24/17	14940							
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Elk Grove Water District

Preventative Maintenance Program

Standby Generators

WQ WQ WQ 7/6/17 8/10/17 9/19/17 14944 14980 15105 WQ WQ WQ Y/5/17 8/29/17 9/19/17 14945 14981 15106 AH/WQ AH 8/23/17 9/19/17 14982 15107
WQ WQ WQ 8/10/17 9/19/17 Section: 14980 15105 Section: WQ WQ Section: 14981 15106 Section: AH/WQ AH Section: 8/23/17 9/19/17 Section: 14982 15107 Section:
8/10/17 9/19/17 14980 15105 15105 15105 15106
WQ WQ WQ 8/29/17 9/19/17 6/20/17 14981 15106 5/20/17 AH/WQ AH 5/23/17 8/23/17 9/19/17 6/2000000000000000000000000000000000000
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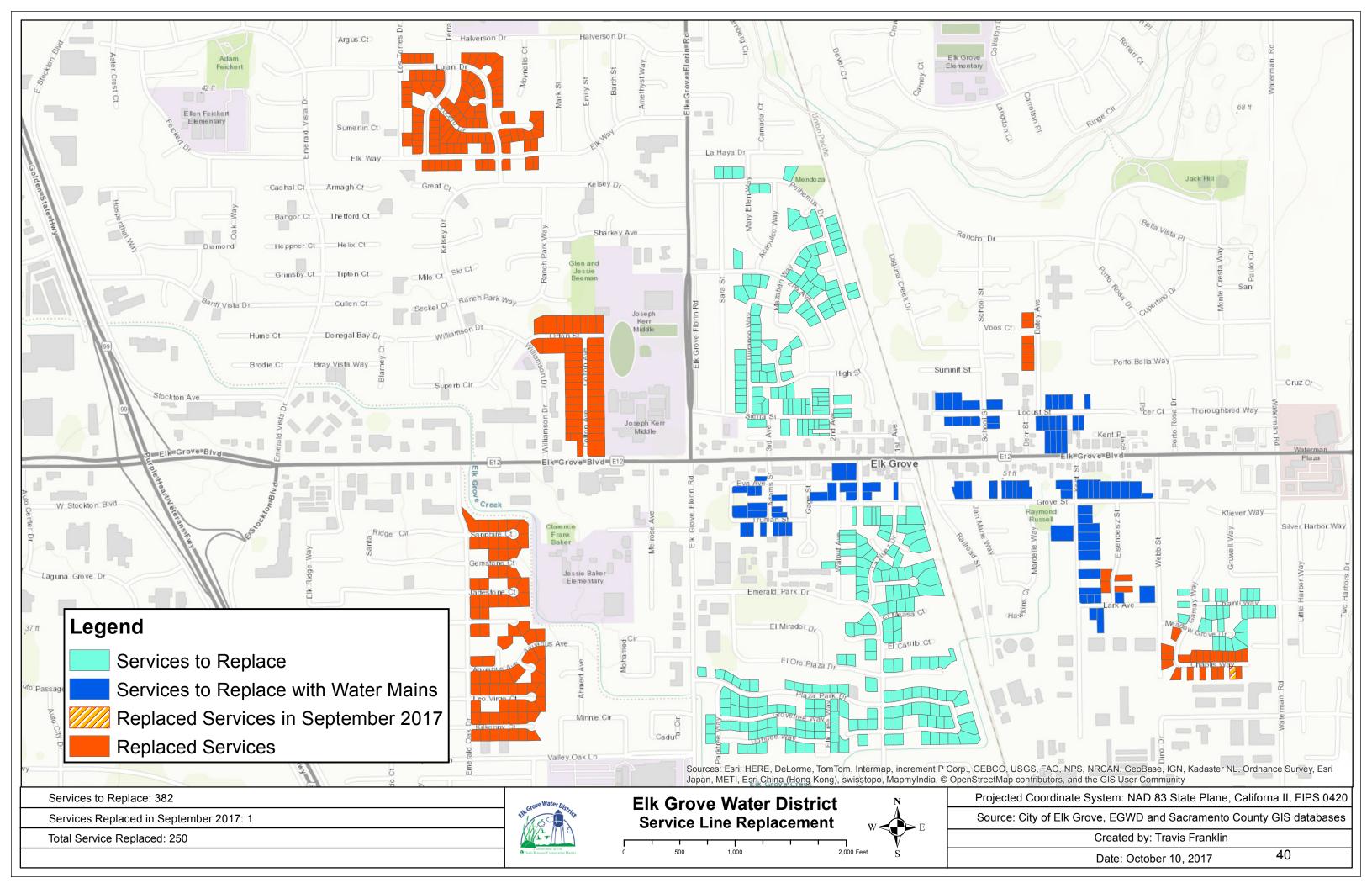
Elk Grove Water District Backflow Prevention Program 2017

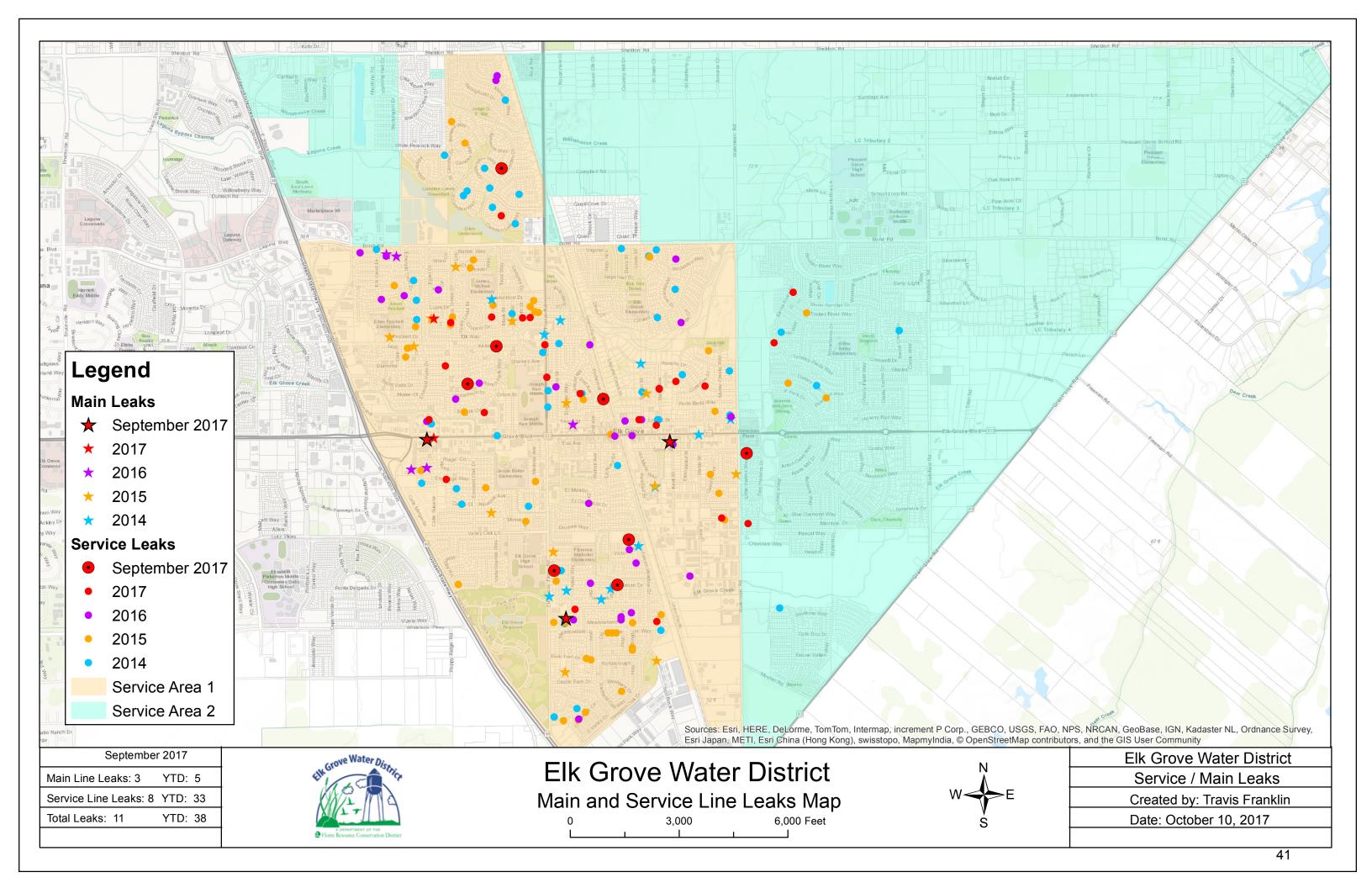
Backflow Device Reports												
CURRENT	JAN	FEB	MAR	APR	MAY	JUN	1NF	AUG	SEP	OCT	NOV	DEC
Notices Issued	39	68	82	13	56	69	151	96	69			
Assemblies Tested	30	34	99	11	44	18	<u> </u>	51	48			
Passed Initial Test	28	29	52	11	41	16	71	46	48			
Failed Initial Test	2	2	4	0	3	2	4	2	0			
Failed Devices RetestedPassed	1	2	4		3	2	7	4				
Investigations or Address Change						20		1				
Inactivated Devices						1						
Schedule Code Changed												
Devices Turned Off						1						
2nd Notices Issued	10	2	22	2	12	29	9/	44	21) 0	0 0
Monthly Outstanding Delinquents	0	0	0	0	0	0	3	1	7			

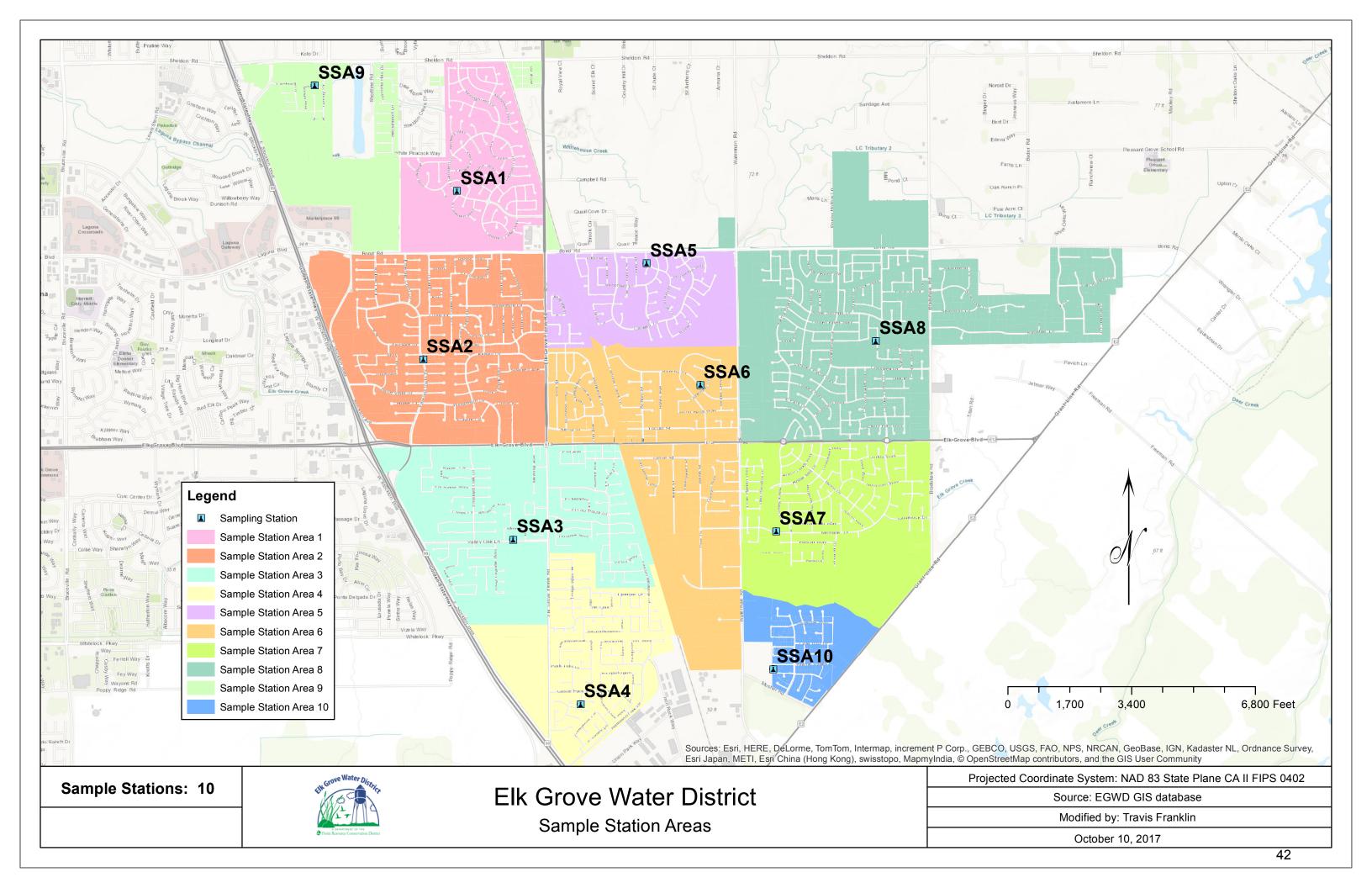
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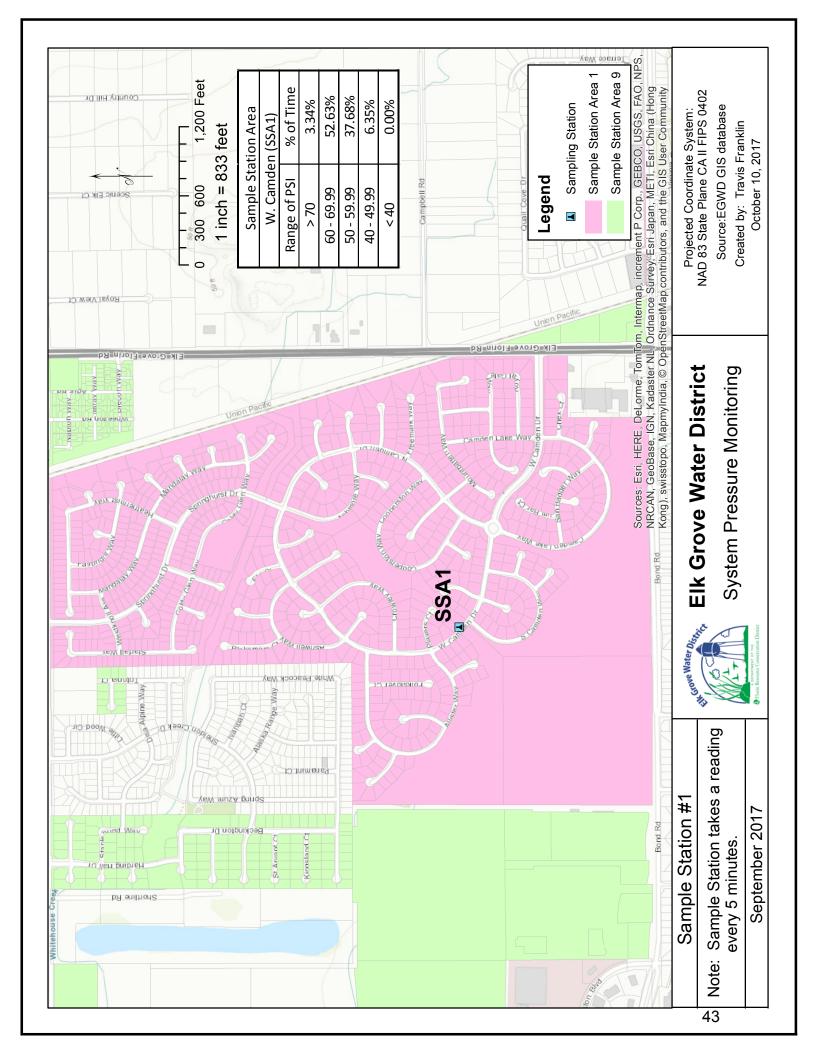
Elk Grove Water District Safety Meetings/Training September 2017

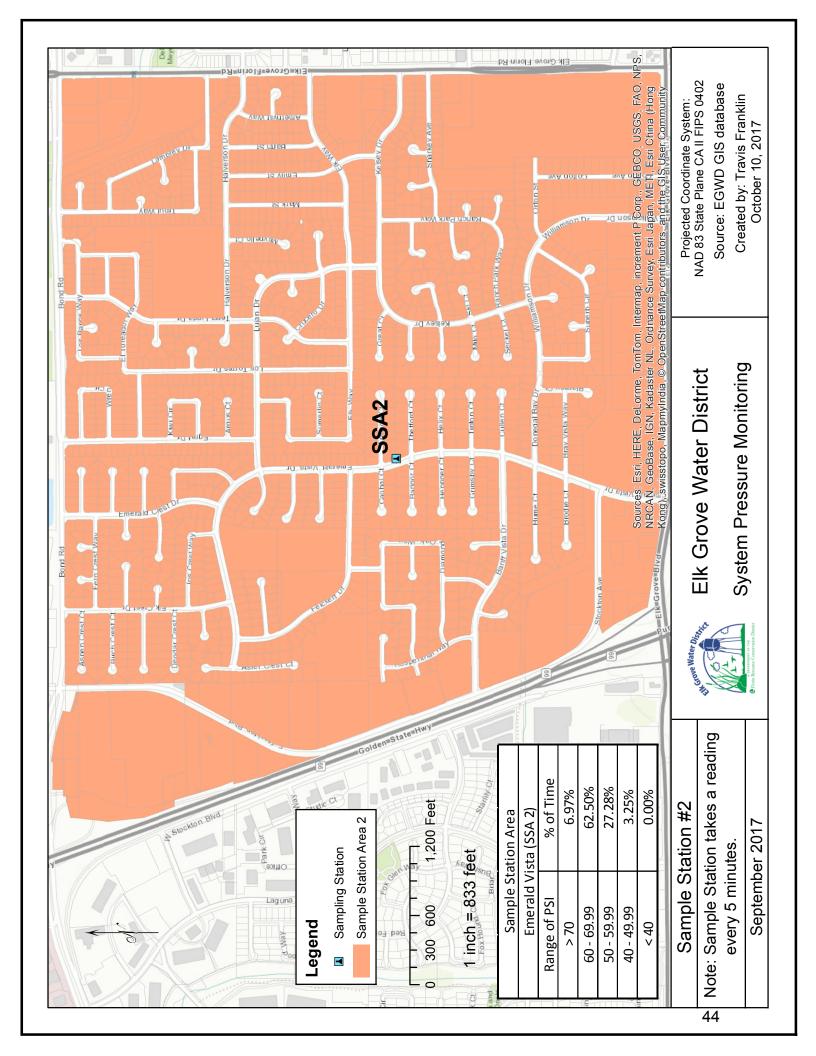
Date	Topic	Attendees	Hosted By
9/11/2017	Striking Safely Against Lighting	Alan Aragon, Jose Carrillo, John Diaz, Travis Franklin, Dave Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Aurelia Salandez, Richard Salas, Steve Shaw, John Vance, Marcell Wilson	Steve Shaw
9/14-9/15/17	First Aid Safety Training	All Staff Required to Attend	Mark Shelton
9/25/2017	Confined Space Entry Annual Refresher	Jose Carrillo, John Diaz, Dave Frederick, Aaron Hewitt, Sean Hinton, Sarah Jones, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson	Steve Shaw
9/28/2017	Monthly Safety Inspection	Sarah Jones, Steve Shaw, Richard Salas,	Sarah Jones

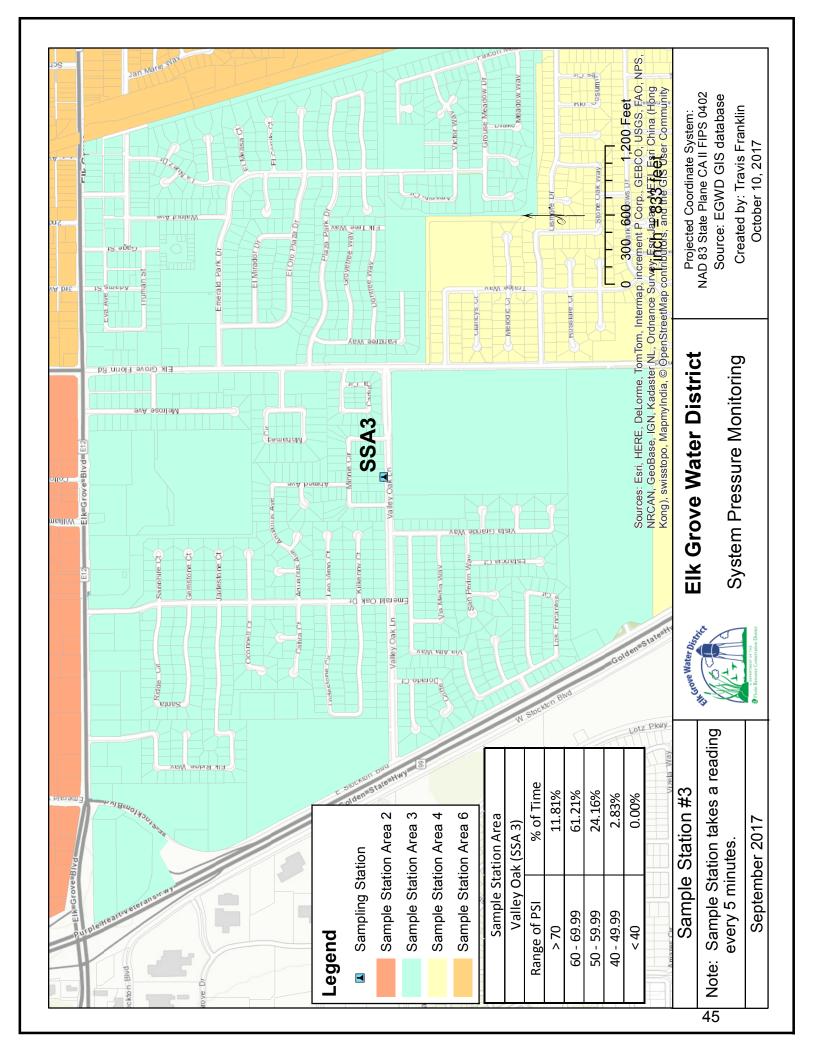


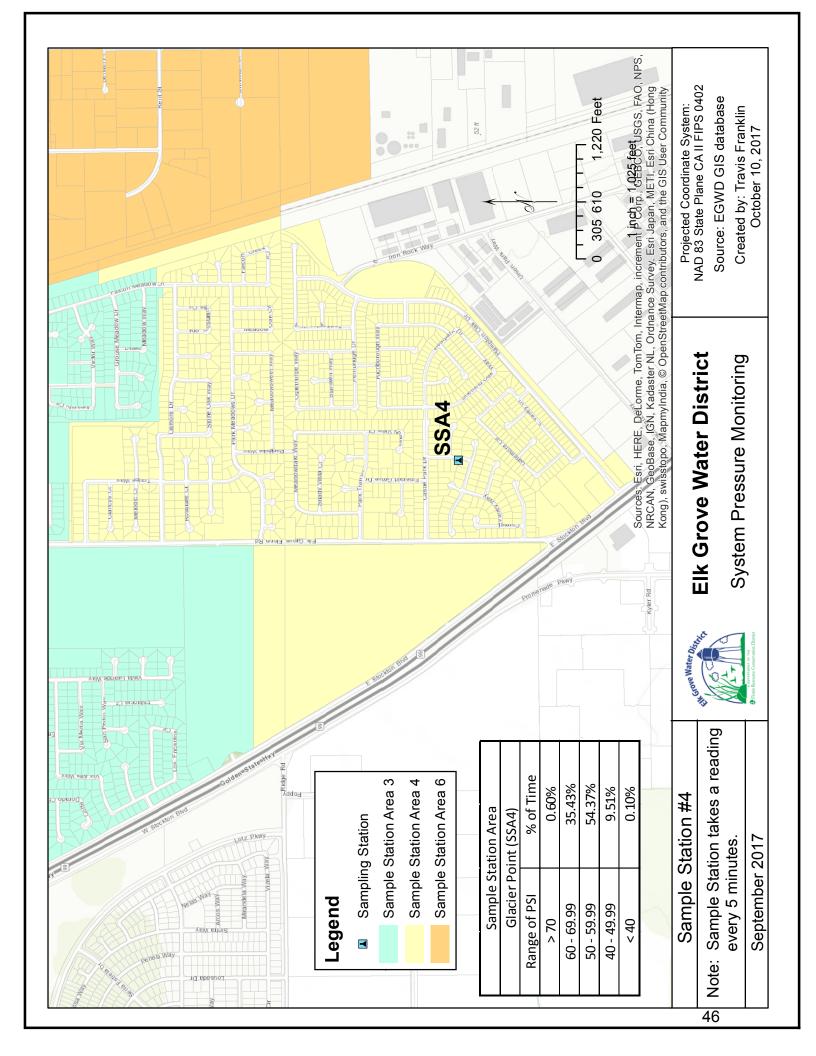


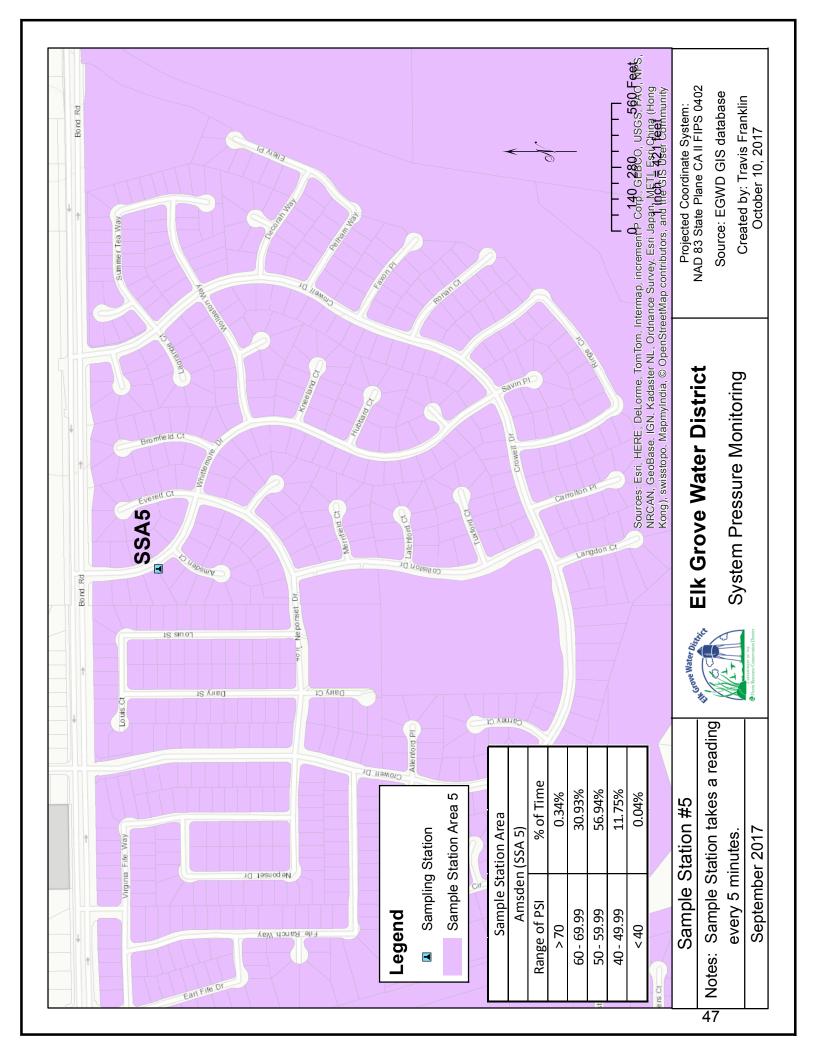


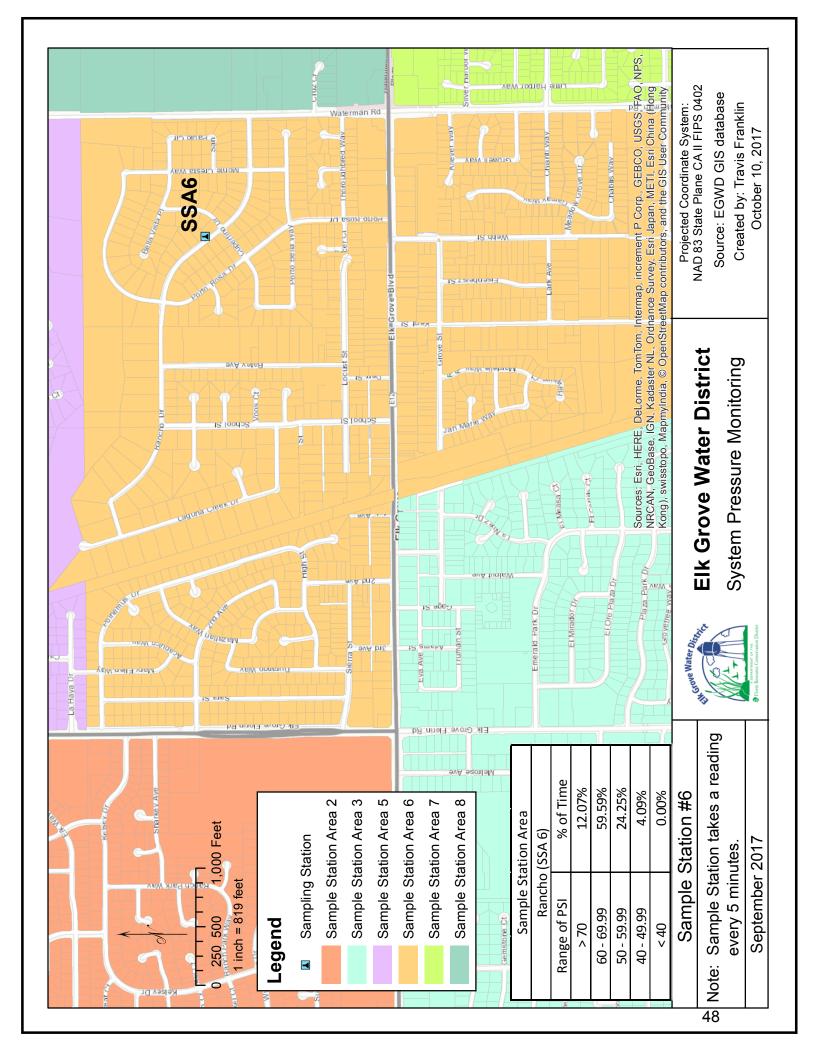


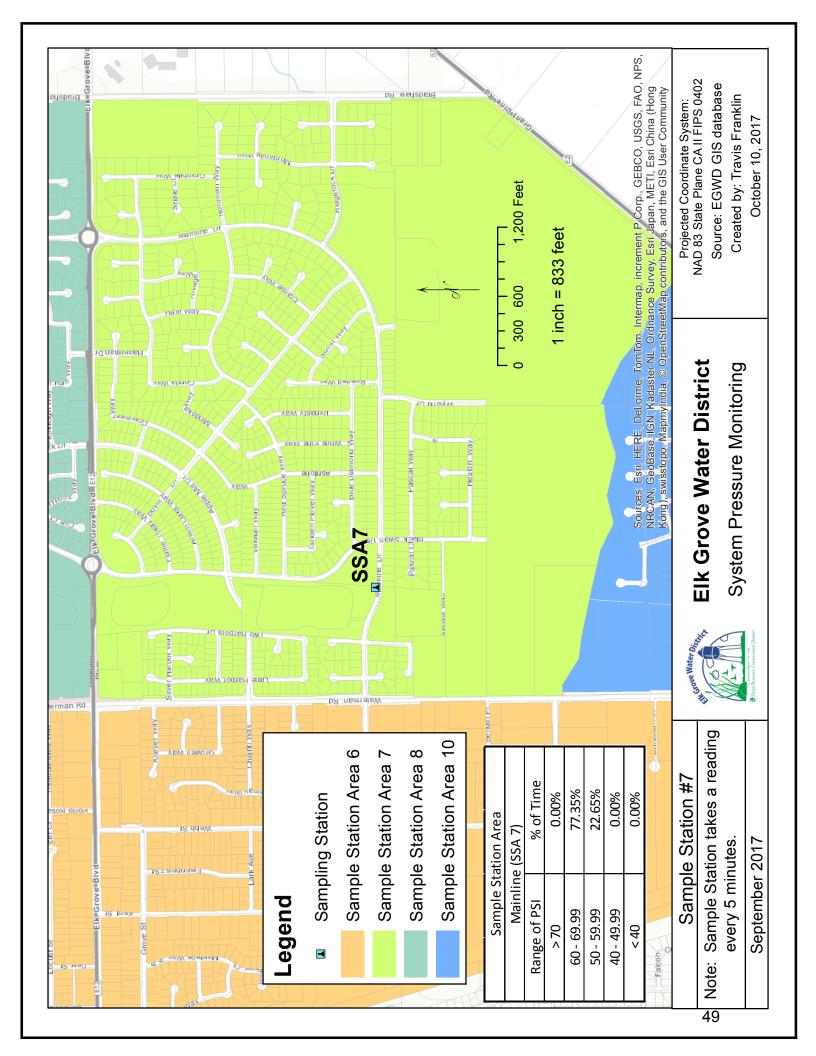


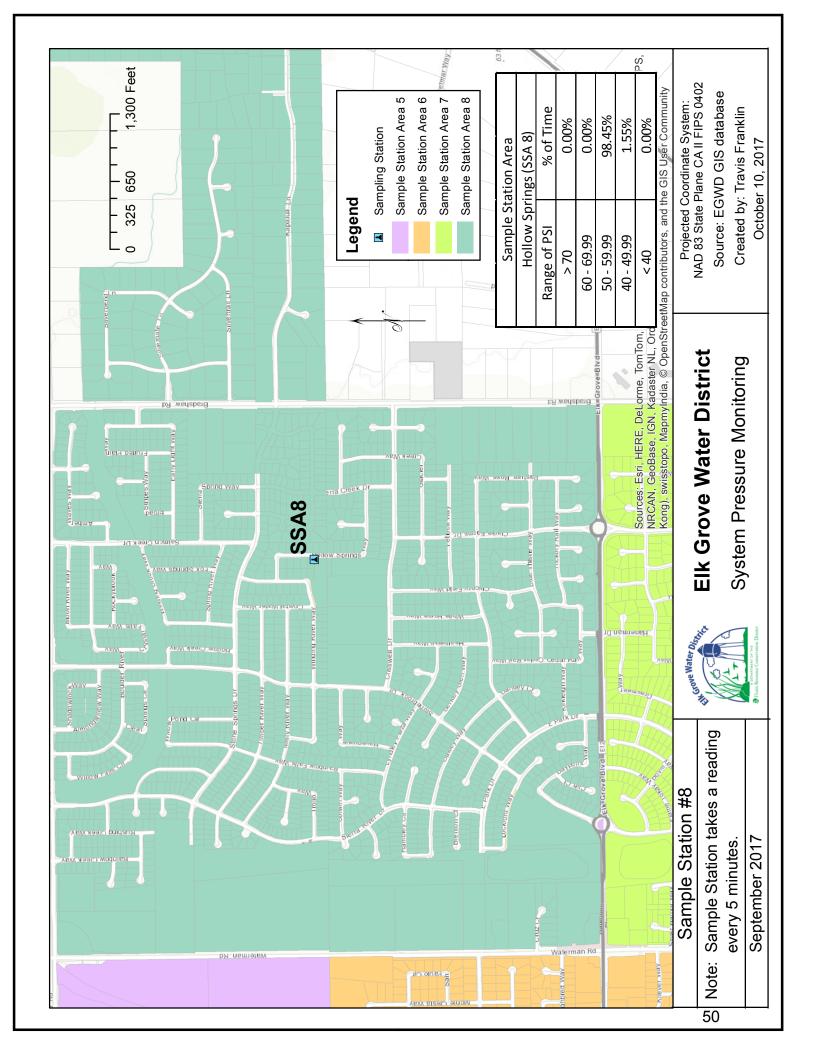


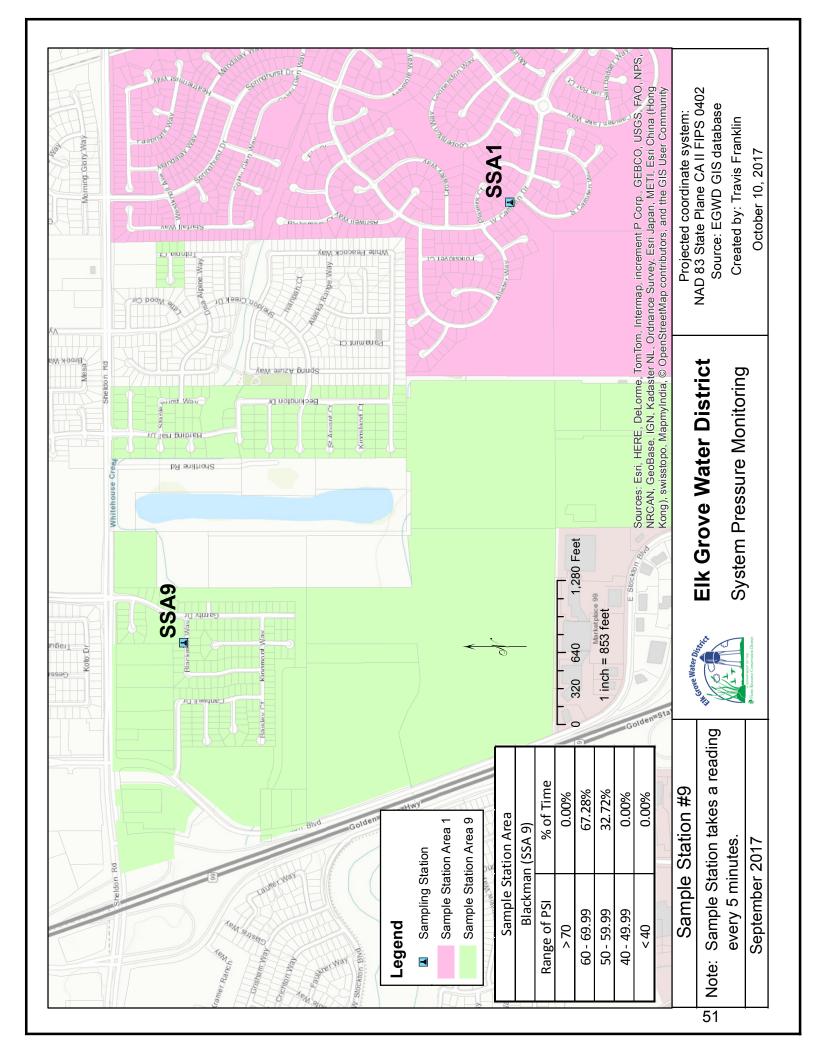


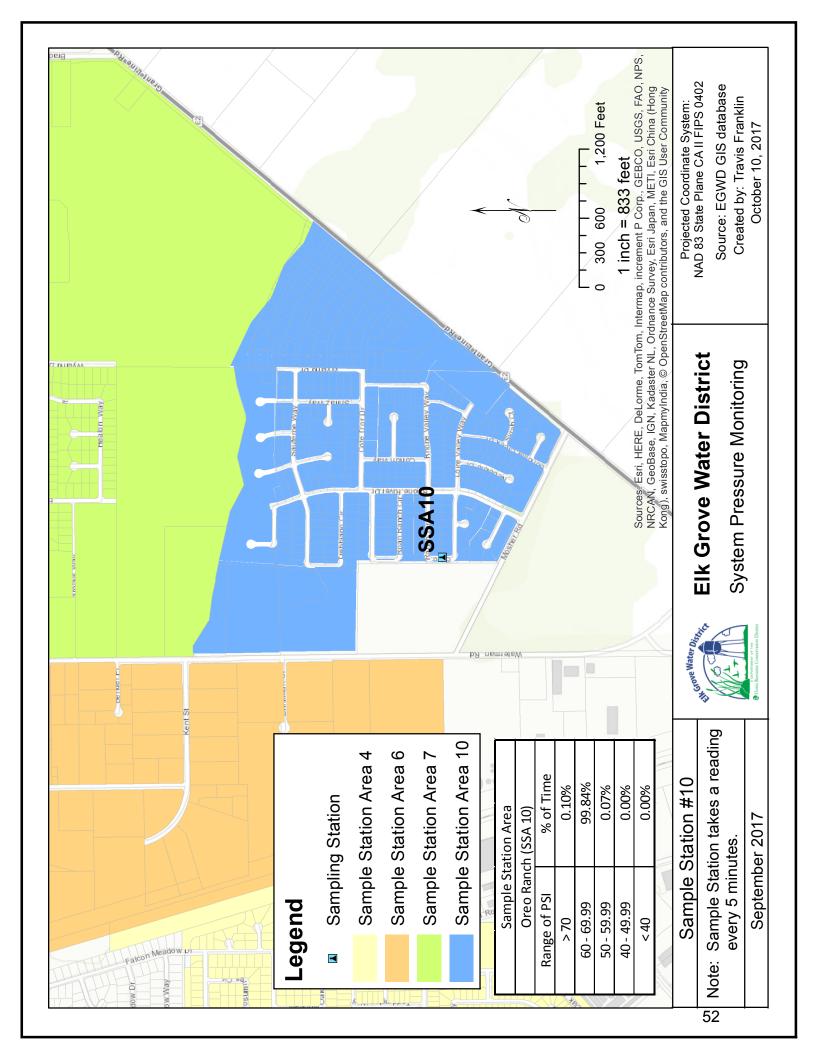












TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY

OPERATING BUDGET STATUS REPORT

RECOMMENDATION

This item is presented for discussion purposes only. No action is requested of the Board at this time.

Summary

Staff is presenting the quarterly budget status report for the first quarter of Fiscal Year 2017-18. This report is to keep the Board and the public informed on the financial status of the Elk Grove Water District.

DISCUSSION

Background

On June 21, 2017, the Board approved the Fiscal Year (FY) 2017-18 Elk Grove Water District (EGWD) Budget. The adopted FY 2017-18 EGWD Budget has total revenues of approximately \$14.294 million and total expenditures of approximately \$14.298 million, including deposits into the Repair and Replacement and Long-Term Capital Improvement Reserves of approximately \$1.70 million. In addition, the projected expenditures in excess of revenues of approximately \$3,955 will be contributed by operating reserves.

Present Situation

The following is a summary of the EGWD's financial status as of September 30, 2017:

ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY OPERATING BUDGET STATUS REPORT

Page 2

Elk Grove Water District Year to Date Revenues and Expenses Compared to Budget As of September 30, 2017

Salaries & Benefits					3/12=25.0%	
Revenues			3.5		Variance	% Realized
Salaries & Benefits		, , , , , , , , , , , , , , , , , , , ,	Total Indian			
Less CalPERS Prepayment for Remainder of Year: (3) Adjusted Salaries and Benefits: (3) Seminars, Conventions and Travel 5300 - 5350 Seminars, Conventions and Travel 5300 - 5350 Seminars, Conventions and Travel 5300 - 5350 Office & Operational 5410 - 5494 Seminars, Conventional 5410 - 5494 Seminars, Constants 1410 - 5494 Seminars, Constants 1410	Revenues	4100 - 4900	\$4,012,626	\$14,294,096	(\$10,281,471)	28.07%
Adjusted Salaries and Benefits: (3) Seminars, Conventions and Travel 5300 - 5350 \$4,014 \$50,500 \$(\$46,486) 7.95% Office & Operational 5410 - 5494 \$214,424 \$984,881 \$(5770,456) 21.77% Office & Operational 5410 - 5494 \$214,424 \$984,881 \$(5770,456) 21.77% Outside Services \$505 - 5495 \$49,621 \$3,010,765 \$(\$2,061,145) 31.54% Outside Services \$505 - 5580 \$246,528 \$896,110 \$(\$649,582) 27.51% Equipment Rent, Taxes, Utilities \$620 - 5760 \$94,779 \$409,000 \$(\$314,221) 23.17% Outside Services \$2,390,376 \$8,899,603 \$(6,509,227) 26.86% Net Operational Expenses \$2,390,376 \$8,899,603 \$(6,509,227) 26.86% Net Operations \$1,622,249 \$5,394,493 \$53,772,244 \$30.07% Non-Operating Revenue Interest Received \$910 - 9910 \$2,306 \$110,000 \$(77,694) \$29.37% Other Income/Expense \$920 - 9973 \$11,276 \$14,900 \$(3,624) \$7.68% Non-Operating Expenses Election Costs \$950 - 9950 \$43,581 \$124,900 \$(81,319) \$34.89% Non-Operating Expenses \$216,000 \$1,00	Salaries & Benefits	5100 - 5280	979,753	\$3,548,347	(\$2,568,594)	27.61%
Seminars, Conventions and Travel 5300 - 5350 \$4,014 \$50,500 (\$46,486) 7.95% Office & Operational \$410 - 5494 \$214,424 \$984,881 (\$770,456) 21,77% Purchased Water est. (4) \$495 - 5495 949,621 \$3,010,765 (\$2,061,145) 31,54% Outside Services \$505 - 5580 \$246,528 \$896,110 (\$649,582) 27.51% Equipment Rent, Taxes, Utilities \$620 - 5760 94,779 \$409,000 (\$314,221) 23.17% Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86% Net Operations 1,622,249 5,394,493 \$3,772,244 30.07% Non-Operating Revenue Interest Received 9910 - 9910 32,306 110,000 (77,694) 29.37% Non-Operating Expense 9920 - 9973 11,276 14,900 (3,624) 75,68% Non-Operating Expenses 2950 - 9950 - - - - - - - - - - - - - - - </td <td>Less CaiPERS Prepayment for Rema</td> <td>inder of Year: (3)</td> <td>(98,742)</td> <td>in the second</td> <td>(\$98,742)</td> <td>33,000,000</td>	Less CaiPERS Prepayment for Rema	inder of Year: (3)	(98,742)	in the second	(\$98,742)	33,000,000
Office & Operational 5410 - 5494 \$214,424 \$984,881 (\$770,456) 21.77% Purchased Water est. (4) 5495 - 5495 949,621 \$3,010,765 (\$2,061,145) 31.54% Outside Services 5505 - 5580 \$246,528 \$896,110 (\$649,582) 27.51% Equipment Rent, Taxes, Utilities 5620 - 5760 94,779 \$409,000 (\$314,221) 23.17% Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86% Net Operations 1,622,249 5,394,493 \$3,772,244 30.07% Non-Operating Revenue Interest Received 9910 9910 32,306 110,000 (77,694) 29.37% Other Income/Expense 9920 - 9973 11,276 14,900 (81,319) 34.89% Non-Operating Expenses Election Costs 9950 - 9950 All other Non-Operating Expenses (2): Capital Expenses (3): Capital Expenses (4): Capital Expenses (5): Capital Expenses (7): Capital Expenses (7)	Adjusted Salaries and Benefits: (3)		881,011	3,548,347	(2,667,336)	24.83%
Purchased Water est. (4) 5495 - 5495 949,621 \$3,010,765 (\$2,061,145) 31.54% Outside Services 5505 - 5580 \$246,528 \$896,110 (\$649,582) 27.51% Equipment Rent, Taxes, Utilities 5620 - 5760 94,779 \$409,000 (\$314,221) 23.17% Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86% Net Operations 1,622,249 5,394,493 \$3,772,244 30.07% Non-Operating Revenue Interest Received 9910 - 9910 32,306 110,000 (77,694) 29.37% Non-Operating Expense 9920 - 9973 11,276 14,900 (\$3,624) 75.68% Non-Operating Expenses Election Costs 9950 - 9950	Seminars, Conventions and Travel	5300 - 5350	54,014	\$50,500	(\$46,486)	7.95%
Outside Services 5505 - 5580 \$246,528 \$896,110 (\$649,582) 27.51% Equipment Rent, Taxes, Utilities 5620 - 5760 94,779 \$409,000 (\$314,221) 23.17% Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86% Net Operations 1,622,249 5,394,493 -53,772,244 30.07% Non-Operating Revenue Interest Received 9910 - 9910 32,306 110,000 (77,694) 29.37% Other Income/Expense 9920 - 9973 11,276 14,900 (3,624) 75.68% Non-Operating Expenses 124,900 (81,319) 34.89% Non-Operating Expenses 2 2 2 2 Lection Costs 9950 - 9950 - - - 2 All other Non-Operating Expenses 2 2 - 2	Office & Operational	5410 - 5494	\$214,424	\$984,881	(\$770,456)	21.77%
Equipment Rent, Taxes, Utilities 5620 - 5760 94,779 \$409,000 (\$314,221) 23.17% Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86% Net Operations 1,622,249 5,394,493 -\$3,772,244 30.07% Non-Operating Revenue Interest Received 9910 - 9910 32,306 110,000 (77,694) 29.37% Other Income/Expense 9920 - 9973 11,276 14,900 (3,624) 75.68% Non-Operating Expenses Election Costs 9950 - 9950	Purchased Water est. (4)	5495 - 5495	949,621	\$3,010,765	(\$2,061,145)	31.54%
Total Operational Expenses 2,390,376 8,899,603 (6,509,227) 26.86%	Outside Services	5505 - 5580	\$246,528	\$896,110	(\$649,582)	27.51%
Net Operations 1,622,249 5,394,493 -53,772,244 30.07%	Equipment Rent, Taxes, Utilities	5620 - 5760	94,779	\$409,000	(\$314,221)	23.17%
Non-Operating Revenue Interest Received 9910 - 9910 32,306 110,000 (77,694) 29.37% Other Income/Expense 9920 - 9973 11,276 14,900 (3,624) 75.68% Non-Operating Expenses Election Costs 9950 - 9950	Total Operational Expenses		2,390,376	8,899,603	(6,509,227)	26.86%
Interest Received	Net Operations		1,622,249	5,394,493	-\$3,772,244	30.07%
Display	Non-Operating Revenue					
Non-Operating Expenses 124,900 (81,319) 34.89%		9910 - 9910	32,306	110,000	(77,694)	29.37%
Non-Operating Expenses Election Costs 9950 - 9950 All other Non-Operating Expenses Capital Expenses (2): Capital Expenses (2): Capital Expenses (2): Capital Replacements 166,319 980,000 (813,681) 16.97% Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Other Income/Expense	9920 - 9973	11,276	14,900	(3,624)	75.68%
Election Costs 9950 - 9950 All other Non-Operating Expenses Capital Expenses (2): Capital Improvements 166,319 980,000 (813,681) 16.97% Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	2017		43,581	124,900	(81,319)	34.89%
All other Non-Operating Expenses Capital Expenses (2): Capital Improvements Capital Replacements 166,319 980,000 (813,681) 16.97% Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Non-Operating Expenses					
Capital Expenses (2): 166,319 980,000 (813,681) 16.97% Capital Improvements 166,319 980,000 (813,681) 16.97% Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Election Costs	9950 - 9950		¥3		
Capital improvements 166,319 980,000 (813,681) 16.97% Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	All other Non-Operating Expenses					
Capital Replacements 71,834 576,000 (504,166) 12.47% Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%						
Equipment 1705 - 1760 - 100,000 (100,000) 0.00% Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Capital Improvements		166,319	980,000	(813,681)	16.97%
Unforeseen Capital Projects - 100,000 (100,000) 0.00% Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Capital Replacements		71,834	576,000	(504,166)	12.47%
Capital Expenses 238,153 1,756,000 (1,517,847) 13.56% Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Equipment	1705 - 1760		100,000	(100,000)	0.00%
Bond Interest Accrued 7300 - 7300 430,837 1,723,349 (1,292,512) 25.00% Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Unforeseen Capital Projects			100,000	(100,000)	0.00%
Total Non Operating Expenses 668,990 3,479,349 (2,810,359) 19.23% Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Capital Expenses		238,153	1,756,000	(1,517,847)	13.56%
Revenues in Excess of All Expenditures, including Capital 996,841 2,040,045 (1,043,204) 48.86% Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Bond Interest Accrued	7300 - 7300	430,837	1,723,349	(1,292,512)	25.00%
Bond Retirement (1): 1,990,000 1,990,000 - 100.00%	Total Non Operating Expenses		668,990	3,479,349	(2,810,359)	19.23%
	Revenues in Excess of All Expenditu	ures, including Capital	996,841	2,040,045	(1,043,204)	48.86%
Net Position after Capital and Debt Retirement Expenditures (993,159) 50,045 (1,043,204)	Bond Retirement (1):		1,990,000	1,990,000		100.00%
	Net Position after Capital and Debt	Retirement Expenditures	(993,159)	50,045	(1,043,204)	

Notes:

Bond retirement payments are made two times a year in September and March.

^{2.} YTD Activity includes \$21,103 in capitalized labor charged to capital projects.

^{3.} The District prepays CalPERS for the employers' share of retirement costs for the entire year. By doing this, the District saves approximately 3.7% in its total CalPERS payments for the year. The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment.

There is a lag in water billings from the Sacramento Water District, included above is an estimate of costs to date based on water used.

ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY OPERATING BUDGET STATUS REPORT

Page 3

The first quarter of the fiscal year generally reflects the period in which the District's revenues are above budget due to the summer month's water consumption patterns. The same holds true for the Purchased Water and Utilities expenditures as they are driven by the consumption as well.

The revenues collected during the first quarter of the fiscal year total \$4,012,626 which is 28.07% of the \$14,294,096 annual budget. The revenues are \$192,054 or 4.57% below the same quarter of the prior year.

Total Operational Expenses were \$2,390,376 for the quarter and 26.86% of the annual budget. The actual expenses were \$163,034 or 7.01% above the same quarter of the prior fiscal year as follows.

The first quarter personnel expenditures total \$881,011 which is 24.83% of the \$3,548,347 annual budget. The actual expenses were \$73,562 or 7.714% below the same period of the prior fiscal year. The decrease is due to the vacant Finance Manager position which was not filled until the end of September. Please note that staff has transferred \$21,103 of personnel costs to capital projects. Staff has budgeted transfers of \$560,829 of personnel costs to be transferred to the CIP during the fiscal year.

The Seminars, Conventions and Travel expenditures total \$4,014 and this is 7.95% of the annual budget of \$50,500. The actual expenses were \$3,370 or 45.64% below the same period of the prior fiscal year.

The Office and Operational expenditures total \$214,424 and are at 21.77% of the annual budget of \$984,881. The actual expenses were \$28,081 or 11.58% below the same period of the prior fiscal year. The decrease in due to insurance premiums for FY 2017/18 which have not yet been received and paid.

Estimated Purchased Water costs total \$949,621 and is at 31.54% of the annual budget of \$3,010,765. The actual expenses were \$62,107 or 7.0% above the same period of the prior fiscal year. The increase is due to increased consumption of water purchased from Sacramento County Water Agency (SCWA).

The Outside Services expenditures total \$246,528 during the first quarter of the fiscal year. This represents 27.51% of the annual budget of \$896,110. The actual expenses were \$102,559 or 71.24% above the same period of the prior fiscal year. The increase is due to Contracted Services and Financial Consultants to back fill for the vacant Finance Manager position as well as an increase in Legal Services.

AGENDA ITEM No. 6

ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY OPERATING BUDGET STATUS REPORT

Page 4

The Equipment Rent, Taxes and Utilities expenditures total \$94,779 during the first quarter, and are at 23.17% of the annual budget of \$409,000. The actual expenses were \$4,638 or 5.15% above the same period of the prior fiscal year. The major expenditure in this category is the Electricity costs of \$80,653 which is \$950 above the same period of the prior fiscal year.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. Adoption and management of the annual EGWD budget is specifically identified as a goal in the financial stability challenge section of the Strategic Plan.

FINANCIAL SUMMARY

This report is provided to the Board for information only. There is no financial impact associated with this item at this time. Staff has attached a copy of the September 30, 2017 Quarterly Budget Review for the first quarter. The Quarterly Budget Review includes the line item detail for the expenditure categories for the quarter-to-date for FY 2017-18, as well as the detail for last year's quarter-to-date.

Respectfully submitted,

PATRICK LEE

FINANCE MANAGER/TREASURER

Attachment

	FY 2017-18	Y-T-D	25.00%	Y-T-D	Change fr	om
Account Description	Budget	9/30/2017	Percentage	9/30/2016	prior yea	ar
4100 Water Payment Revenues - Residential	\$ 12,259,300	3,317,164	27.06%	\$ 3,448,044	\$ (130,8	380)
4110 Water Payment Revenues - Commercial	1,595,246	493,123	30.91%	584,990	(91,8	367)
4120 Water Payment Revenues - Fire Service	198,550	31,412	15.82%	45,980	(14,5	568)
4200 Meter Fees/Plan Check/Water Capacity	30,000	99,445	331.48%	37,354	62,0	091
4201 Backflow Installation	25,000	5,783	23.13%	4,400	1,3	383
4300 Fire Protection	-	156	#DIV/0!	-	1	156
4520 Door Hanger Fees	120,000	43,225	36.02%	42,500	7	725
4540 New account Fees	25,000	6,510	26.04%	6,480		30
4550 NSF Fees	3,000	875	29.17%	490	3	385
4570 Shut-off Fees	50,000	16,200	32.40%	15,275	ç	925
4575 24 Hour Turn On	-	200	#DIV/0!	15,276	(15,0	076)
4590 Credit Card Fees	8,000	2,585	32.31%	2,245	3	340
4591 Sac County Release of Lien Fee	-	19	#DIV/0!	2,246	(2,2	227)
4900 Customer Refunds	(20,000)	(4,070)	20.35%	(600)	(3,4	471)
TOTAL GROSS REVENUES	\$ 14,294,096 \$	4,012,626	28.07%	\$ 4,204,680	\$ (192,0	054)

	FY 2017-18	Y-T-D	25.00%	Y-T-D	Change from
Account Description	Budget	9/30/2017	Percentage	9/30/2016	prior year
Salaries & Benefits					
5100 Executive Salary	195,227	27,675	14.18%	42,693	(15,018)
5110 Exempt Salaries	524,199	100,791	19.23%	126,239	(25,448)
5120 Non-Exempt Salaries	1,469,064	327,016	22.26%	354,617	(27,601)
5130 Overtime Compensation	56,300	23,055	40.95%	11,842	11,214
5140 On Call Pay	18,250	4,200	23.01%	4,700	(500)
5150 Holiday Pay	118,483	19,403	16.38%	18,488	914
5160 Vacation Pay	121,459	42,044	34.62%	39,048	2,996
5170 Personal Time Pay	94,787	30,593	32.28%	21,021	9,572
5180 Internship Program	15,000	-		-	-
5200 Medical Benefits	720,244	213,525	29.65%	149,223	64,302
5195 EAP	960	282	29.38%	197	85
5201 EGWD Contribution H.S.A	15,000	-	0.00%		-
5210 Dental/Vision/Life Insurance	64,665	19,802	30.62%	13,612	6,191
5220 Retirement Benefits	371,962	170,758	45.91%	201,726	(30,968)
5225 Retirement Benefits - Post Employment	92,760	8,130	8.76%	5,450	2,679
5230 Medical Tax, Social Security and SUI	62,353	8,294	13.30%	9,103	(809)
5240 Worker's Compensation Insurance	123,873	-	0.00%	20,216	(20,216)
5250 Education Assistance	11,300	2,521	22.31%	-	2,521
5260 Employee Training	29,640	2,179	7.35%	250	1,929
5270 Employee Recognition	2,520	587	23.31%	323	264
5280 Meetings	1,130	-	0.00%	-	-
Less Capitalized Expenditures	(560,829)	(21,103)	3.76%	(64,176)	43,073
Less Remaining CalPERS prepayment	N/A	(98,742)	N/A	N/A	N/A
Category Subtotal	3,548,347	881,011	24.83%	954,573	(73,562)
Account Description					
Seminars, Conventions and Travel					
5300 Airfare	4,100	-	0.00%	-	-
5310 Hotels	11,800	-	0.00%	1,371	(1,371)
5320 Meals	5,730	513	8.94%	754	(241)
5330 Auto Rental	1,900	-	0.00%	0	-
5340 Seminars & Conferences	11,400	1,975	17.32%	3,475	(1,500)
5345 Seminars & Conferences - Board	7,820	-	0.00%	0	-
5350 Mileage Reimbursement, Parking, Tolls	1,750	27	1.51%	284	(257)
5375 Auto Allowance	6,000	1,500	25.00%	1,500	-
Category Subtotal	50,500	4,014	7.95%	7,384	(3,370)

		FY 2017-18	Y-T-D	25.00%	Y-T-D	Change from
Account Description		Budget	9/30/2017	Percentage	9/30/2016	prior year
Office & Operational						
5410 Advertising		5,000	1,567	31.34%	1,049	518
5415 Association Dues		99,112	40,814	41.18%	40,193	621
5420 Insurance		87,890	-	0.00%	29,683	(29,683)
5425 Licenses, Certifications, Fees	i	3,600	6,643	184.53%	651	5,992
5430 Repairs & Maintenance - Au	tomotive	46,300	6,275	13.55%	16,021	(9,746)
5432 Repairs & Maintenance - Bu	ilding	18,000	2,696	14.98%	2,171	525
5434 Repairs & Maintenance - Co	mputers	24,759	(242)	-0.98%	11,814	(12,056)
5435 Repairs & Maintenance - Eq	uipment	65,000	27,168	41.80%	9,087	18,082
5438 Fuel		51,600	6,875	13.32%	6,204	670
5440 Materials		150,000	21,564	14.38%	36,818	(15,253)
5445 Chemicals		50,000	16,572	33.14%	7,290	9,282
5450 Meter Repairs		12,000	-	0.00%	2,429	(2,429)
5453 Permits		82,200	37,651	45.80%	39,501	(1,849)
5455 Postage		85,300	5,137	6.02%	9,188	(4,052)
5460 Printing		4,500	-	0.00%	490	(490)
5465 Safety Equipment		7,100	2,906	40.93%	940	1,966
5470 Software Programs & Updat	es	92,868	20,235	21.79%	12,956	7,279
5475 Supplies		20,800	6,682	32.13%	2,651	4,032
5480 Telephone		39,652	7,849	19.80%	10,795	(2,946)
5485 Tools		10,000	1,934	19.34%	1,566	368
5490 Clothing Allowance		10,200	2,096	20.55%	1,008	1,088
5491 EGWD-Other Clothing		9,000	-	0.00%	-	-
5493 Water Conservation Materia	als	10,000	-	0.00%	-	-
Category Subtotal		984,881	214,424	21.77%	242,504	(28,081)
Account Description						
5495 Purchased Water		3,010,765	949,621	31.54%	887,514	62,107

		FY 2017-18	Y-T-D	25.00%	Y-T-D	Change from
Account	Description	Budget	9/30/2017	Percentage	9/30/2016	prior year
	Outside Services					
5505	Administration Services	3,590	220	6.13%	280	(60)
5510	Bank Charges	134,000	33,743	25.18%	27,717	6,026
5515	Billing Services	28,800	5,290	18.37%	4,245	1,045
5520	Contracted Services	232,520	136,853	58.86%	77,874	58,980
5523	Water Conservation Services	0	-	#DIV/0!	-	-
5525	Accounting Services	35,000	11,880	33.94%	10,368	1,512
5530	Engineering	75,000	-	0.00%	1,313	(1,313)
5535	Legal Services	205,000	28,548	13.93%	9,798	18,750
5540	Financial Consultants	85,000	12,204	14.36%	-	12,204
5545	Community Relations	16,200	100	0.62%	1,440	(1,340)
5552	Misc. Medical	2,500	115	4.60%	115	-
5550	Pre-employment	3,000	-	0.00%	155	(155)
5555	Janitorial	8,300	1,500	18.07%	2,125	(625)
5560	Bond Administration	8,500	1,500	17.65%	3,700	(2,200)
5570	Security	23,700	4,654	19.64%	1,683	2,971
5575	Sampling	35,000	9,920	28.34%	3,156	6,764
	Category Subtotal	896,110	246,528	27.51%	143,969	102,559
		FY 2017-18	Y-T-D	25.00%	Y-T-D	Change from
Account	Description	Budget	9/30/2017	Percentage	9/30/2016	prior year
	Equipment Rent, Taxes and Utilities					
5610	Occupancy	-	-			
5620	Equipment Rental	22,000	7,838	35.63%	6,361	1,477
5710	Property Taxes	1,500	55	3.69%	63	(8)
5720	Water	-	-	0.00%	-	-
5740	Electricity	359,000	80,653	22.47%	79,703	950
5750	Natural Gas	600	17	2.79%	-	17
5760	Sewer and Garbage	25,900	6,216	24.00%	4,014	2,202
	Category Subtotal	409,000	94,779	23.17%	90,141	4,638
	Total Operational Expenses	8,899,603	2,390,376	26.86%	2,326,084	64,292

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY

CAPITAL RESERVE STATUS REPORT

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

Summary

The total amount available for reserves at July 1, 2017 was \$12,871,285. Based on Board policy adopted August 22, 2012, the reserves are allocated first to the Operating Reserve (120 days of expenses), then to the Fiscal Year 2017-18 capital budget, followed by elections/special studies, with the balance allocated to future capital improvements and capital replacements in the ratio of 75:25, respectively.

During the first quarter of Fiscal Year 2017-18, the District expended \$238,156 for capital projects leaving a remaining total reserve balance at September 30, 2017 of \$12,633,132.

DISCUSSION

Background

On June 21, 2017, the Board approved the Fiscal Year (FY) 2017-18 Elk Grove Water District (EGWD) Capital Improvement Program (CIP) that included an appropriation of \$1,506,000 in unrestricted funds to the FY 2017-18 CIP reserve fund. On August 14th, 2017 a budget amendment was passed to appropriate an additional \$250,000 to the FY2017/18 Capital Improvement Fund.

Present Situation

EGWD has appropriated Reserve Funds for FY 2017-18 as follows:

•	Operations Reserves (120 days)	\$ 4,700,729
•	FY 2017/18 Capital Improvement Fund	\$ 1,130,000
•	FY 2017/18 Capital Replacement Fund	\$ 626,000

ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY CAPITAL RESERVE STATUS REPORT

Page 2

 Elections and Special Studies 	\$ 120,000
 Future Capital Improvements 	\$ 4,720,917
 Future Capital Replacements 	\$ 1,573,639
·	\$ 12,871,285

EGWD has expended \$238,153 for capital expenditures through September 30, 2017 as follows:

•	Capita	al Improvement Fund		
		Service Line Replacements	\$	20,526
	0	Radio Antenna	\$	666
	0	Well 8 Pump Replacement	\$	2,215
	0	RRWTF Modular IT Center	<u>\$</u>	142,912
		TOTAL	\$	166,319
•	Capita	al Replacement Fund		
	0	Well 9 Fence Replacement	\$	4,814
	0	Kent Street Water Main	\$	56,824
	0	Well Rehabilitation (one Year)	<u>\$</u>	10,196
		TOTAL	\$	71,834

The EGWD remaining reserve fund balances as of September 30, 2017 are as follows:

 Operations Reserves (120 days) 	\$ 4,700,729
 FY 2017/18 Capital Improvement Fund 	\$ 963,681
 FY 2017/18Capital Replacement Fund 	\$ 554,166
 Elections and Special Studies 	\$ 120,000
Future Capital Improvements	\$ 4,720,917
 Future Capital Replacements 	\$ 1,573,639
	\$12,633,132

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with this report.

ELK GROVE WATER DISTRICT FISCAL YEAR 2017-18 QUARTERLY CAPITAL RESERVE STATUS REPORT

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STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. Adoption and management of the annual EGWD budget is specifically identified as a goal in the financial stability challenge section of the Strategic Plan.

FINANCIAL SUMMARY

There is no financial impact with this report.

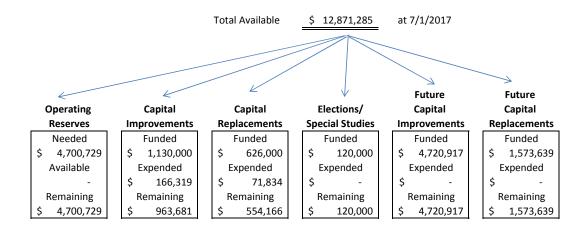
Respectfully submitted,

PATRICK LEE

FINANCE MANAGER/TREASURER

Attachment

Fiscal Year 2017-18 As of September 30, 2017



Capital Improvement Funds

Supply/Dist. Improvements		Treatment Plant Improvements		Building & Site Improvements			Unforeseen Capital Project				
Funded				Funded		Funded			F	unded	
	\$	250,000		\$	180,000		\$	650,000		\$	50,000
Expended			Expended			Е	xpended		Ex	kpended	
	\$	20,526		\$	2,881		\$	142,912		\$	-
Remaining			Remaining			R	emaining		Re	emaining	
	\$	229,474		\$	177,119		\$	507,088		\$	50,000

Capital Replacement Funds

Supply/Dist. Improvements					Building & Site Improvements				Unforeseen pital Projects	
	Funded*		Funded			Funded				Funded
	\$	511,000	\$	50,000		\$	15,000		\$	50,000
Expended		E>	pended		Ex	pended		E	kpended	
	\$	67,020	\$	-		\$	4,814		\$	-
Remaining		Re	emaining		Re	maining		Re	emaining	
	\$	443,980	\$	50,000		\$	10,186		\$	50,000

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF

THE 2017 CONNECTION FEE AND WATER RATE STUDY

RECOMMENDATION

It is recommended that the Board of Directors of the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD) take the following actions:

- 1. Approve a motion authorizing the General Manager to execute a professional services agreement with HDR Engineering, Inc. in an amount not-to-exceed \$77,370 for the preparation of the 2017 Connection Fee and Water Rate Study for the Elk Grove Water District (District).
- 2. Authorize staff to proceed with forming a Citizens Advisory Committee and appointing one or more of the Associate Board Members to lead the Citizens Advisory Committee.

Summary

As part of District's Strategic Plan, the Elk Grove Water District (District) should review its water rates to ensure coverage of its operational, debt service and capital expenses. The last water rate study was completed and adopted by the Board in June 2013 and a new study was identified by the Board as a key objective for Fiscal Year 2017/18.

If approved, this action will retain HDR Engineering, Inc. through a Professional Services Agreement (Attachment 1) to conduct a connection fee and water rate study to determine the future financial needs of the District over the next five fiscal years. Also, if approved, this action will authorize staff to proceed with forming a Citizens Advisory Committee and appointing one or more of the Associate Board Members to lead the Citizens Advisory Committee.

DISCUSSION

Background

The District hired Willdan Financial Services to conduct a financial plan and rate study to determine the necessary water rates to meet the District's operational, capital and debt

PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF THE 2017 CONNECTION FEE AND WATER RATE STUDY

Page 2

services needs over a five-year period. The plan was completed and adopted by the Board in June 2013 and most of the recommendations were adopted after a Proposition 218 public hearing. The recommended rates were adopted through this fiscal year and a new study is needed to determine the district's expenses and revenue needs for the next five fiscal years.

Present Situation

On August 2nd, 2017, Staff issued a Request for Proposals (RFP) for a Connection Fee and Water Rate Services study for the District to determine the District's revenue and expenditure needs for the next five fiscal years.

Staff solicited proposals from the following seven firms which were received by the due date of August 24th, 2017:

- FCS Group
- HDR Engineering, Inc.
- Hansford Economic Consulting
- Willdan Financial Services
- NBS Utility Rate Group
- Tuckfield & Associates
- Raftelis Financial Consultants, Inc.

On September 6th, 2017, a Professional Services Review panel was assembled and met to evaluate the proposals. The panel chose three firms whose proposals reflected an overall understanding of the needs of the District and had good approaches to conducting the study. The group also felt that these three firms could leave the District with a financial model that could be used to analyze the impact of future decisions with respect to the implementation of the recommended water rates. The group selected the firms of FCS Group, HDR Engineering, Inc, and Hansford Economic Consulting for further evaluation and interviews.

On October 3rd, 2017, final interviews were conducted with the three firms selected by the Professional Services Review panel. After the interviews, HDR Engineering, Inc. was selected as the firm to recommend to the full Board, to conduct the study. The interview team believed that HDR's day-to-day Project Team will be able to work with Staff to conduct the necessary study in an efficient and cost-effective manner. In addition, the group was impressed with HDR's overall understanding of the District's current rate structure, operating activity and the legislative activity occurring in the State of California that could potentially impact the study.

PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF THE 2017 CONNECTION FEE AND WATER RATE STUDY

Page 3

If the Board approves the hiring of the firm, HDR Engineering, Inc. will provide the District with a five-year financial plan, a cost of service study and an AB 1600 Nexus Study. The five-year financial plan will give recommendations to the District on future water rates needed for operations, capital and debt expenditures over the next five years. The cost of service study will recommend the future water rates and rate structure for the District's customer service types, which primarily include residential, commercial, and fire service. The AB 1600 Nexus Study will make recommendations to the District for water connection fees that reflect the cost of adding new customers to the District's water system based on their related costs of additional facilities and capacity needed to service them.

ENVIRONMENTAL CONSIDERATIONS

The professional services agreement with HDR Engineering, Inc. is for consulting services only and, therefore, does not have environmental considerations.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. The adoption of a comprehensive rate study will quantify the future financial needs of the District and serve as the District's Financial Plan to guide the District for the next five years and is in line with the financial stability and best business practices of the financial stability challenges section of the Strategic Plan.

FINANCIAL SUMMARY

The financial impact of the professional services agreement for the preparation of the 2017 Connection Fee and Water Rate Study is not to exceed \$77,370. Funding for this amount will come from the FY 17/18 Operating Budget.

Respectfully submitted,

PATRICK LEE

FINANCE MANAGER/TREASURER

Attachment

FLORIN RESOURCE CONSERVATION DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this day of October, 2017, by and between the Florin Resource Conservation District, a resource conservation district organized under the laws of the State of California with its principal place of business at 9257 Elk Grove Boulevard, Elk Grove, California ("District") and HDR Engineering, Inc., a Nebraska corporation, with its principal place of business at 8404 Indian Hills Drive, Omaha, Nebraska, ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. <u>RECITALS</u>.

2.1 Consultant.

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

2.2 Project.

District desires to engage Consultant to render such services for the 2017 Connection Fee and Water Rate Study ("Project") as set forth in this Agreement.

3. <u>TERMS.</u>

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term.</u> The term of this Agreement shall be from the date that the Agreement is executed by both Parties until July 31, 2018 or the Services are completed (whichever occurs first), unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

- Control and Payment of Subordinates; Independent Contractor. The 3.2.1 Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services.</u> Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements.</u> All work prepared by Consultant shall be subject to the approval of District, which will not be unreasonably withheld or delayed.
- 3.2.4 <u>Substitution of Key Personnel.</u> Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to District, or who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of District. The key personnel for performance of this Agreement are as follows: Shawn W. Koorn.

- 3.2.5 <u>District's Representative.</u> District hereby designates Mark J. Madison, or his designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than District's Representative or his or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates Shawn W. Koorn, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 <u>Coordination of Services.</u> Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee of Consultant or its sub-consultants who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Consultant and shall not be reemployed to perform any of the Services or to work on the Project.
- 3.2.9 <u>Laws and Regulations.</u> Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

(b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

- (c) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- (d) Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

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

3.2.11 Endorsements.

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

- (1) Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.
- (2) <u>Primary Insurance and Non-Contributing Insurance:</u> This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.
- (3) <u>Severability:</u> In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) <u>Cancellation:</u> The policy shall not be canceled until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior

- written notice shall be allowed for non-payment of premium.
- (5) <u>Duties:</u> Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.
- (6) <u>Applicability:</u> That the coverage provided therein shall apply to the obligations assumed by Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
 - (A) The policy or policies of insurance required by Section 3.2.10.2 (c) Workers' Compensation shall be endorsed, as follows:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) <u>Cancellation</u>: The policy shall not be canceled until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
 - (B) The policy or policies of insurance required by Section 3.2.10.2 (d) Professional Liability shall be endorsed, as follows:
 - (1) <u>Cancellation</u>: The policy shall not be canceled until a thirty (30) day prior written notice of cancellation has been served upon District except ten (10) days prior written notice shall be allowed for non-payment of premium.
- 3.2.11.2. <u>Deductible.</u> Any deductible or self-insured retention must be approved in writing by District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- 3.2.11.3. <u>Evidence of Insurance</u>. Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms

approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

- 3.2.11.4. Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that Consultant's operations are suspended for failure to maintain required insurance coverage, Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- 3.2.11.5. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- 3.2.11.6. <u>Insurance for Sub-consultants</u>. All sub-consultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding District as an Additional Insured to the sub-consultant's policies.
- 3.2.12 <u>Safety.</u> Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifes aving equipment and procedures; (B) instructions in accident prevention for all employees and sub- consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or

lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

- 3.3.1 <u>Compensation.</u> Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Seventy-Seven Thousand Three Hundred and Seventy Dollars (\$77,370) without written approval of District's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses.</u> Consultant shall not be reimbursed for any expenses unless authorized in writing by District.
- 3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.
- 3.3.5 <u>Prevailing Wages.</u> Consultant is aware of the requirements of California Labor Code Section 1720, <u>et seq.</u>, and 1770, <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 16000, <u>et seq.</u>, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the

prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 **General Provisions**.

3.5.1 <u>Termination of Agreement.</u>

- 3.5.1.1. Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. District may also terminate this Agreement for cause but only after providing Consultant written notice of the breach and a reasonable opportunity to cure. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause and Consultant will not terminate for cause without providing District written notice of the breach and a reasonable opportunity to cure.
- 3.5.1.2. <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.5.1.3. <u>Additional Services.</u> In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate,

services similar to those terminated.

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

Consultant:

HDR Engineering, Inc. 2365 Iron Point Road, Suite 300 Folsom, CA 95630 Attn: Shawn W. Koorn

District:

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

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

3.5.3 Ownership of Materials and Confidentiality.

- 3.5.3.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-consultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the sub-consultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by District. District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk.
- 3.5.3.2. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.
- 3.5.4 <u>Cooperation; Further Acts.</u> The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.5 <u>Attorneys' Fees.</u> If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in

- connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- Indemnification. To the fullest extent permitted by law, Consultant shall 3.5.6 indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including attorney's fees and costs of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct during the performance of the services under this Agreement, except to the extent such Liability is caused by the negligence or willful misconduct of District. District's acceptances 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 damage or claims for damages whether or not such insurance policies shall be determined to apply.
- 3.5.7 <u>Entire Agreement.</u> This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.
- 3.5.8 <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.
- 3.5.9 <u>Time of Essence.</u> Time is of the essence for each and every provision of this Agreement.
- 3.5.10 <u>District's Right to Employ Other Consultants.</u> District reserves right to employ other consultants in connection with this Project.
- 3.5.11 <u>Successors and Assigns.</u> This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.12 <u>Assignment or Transfer.</u> Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 <u>Construction; References; Captions.</u> Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed

calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub- consultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.5.14 <u>Amendment; Modification.</u> No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.15 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.17 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Consultant shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

- 3.5.20 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 3.5.21 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.22 <u>Counterparts.</u> This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

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

[Signature page follows]

Florin Resource Conservation District		HDR Engineering, Inc.			
			H	X	
By:		By:			
	Mark J. Madison		Name:	Holly Kennedy	
	General Manager		Title:	Vice President	
Atte	est:				
By:					
	Stefani Philips				
	District Clerk				
Арр	proved as to Form:				
By:					
	Meyers Nave				

Please forward all invoices to accountspayable@egwd.org

Attorney for Florin Resource Conservation District

The Consultant has provided a proposal which combines the scope of services, schedule of services and compensation into one document. Therefore, references to Exhibit A, Exhibit B and Exhibit C in the contract shall refer to the Consultant's proposal dated August 24th, 2017 (attached).

EXHIBIT "A" SCOPE OF SERVICES
EXHIBIT "B" SCHEDULE OF SERVICES
EXHIBIT "C" COMPENSATION



Scope of Services

The following scope of services is designed to provide the services being requested by the District in a logical and comprehensive manner. It includes a revenue requirement, cost of service, and rate design analysis, as well as a connection fee analysis tailored to the District's needs.

Task 1 - Project Management

This task includes the general project management activities that are required to complete the project on time and within budget. This includes working with the District's Project Manager to schedule project activities and provide regular communication (e.g., bi-weekly conference calls) and monthly invoicing and progress reports.

Expected District Staff Support for Task 1:

Participate in monthly conference calls to discuss the overall project schedule and budget status.

Deliverables as a Result of Task 1:

- Monthly progress reporting, invoice, and budget status updates.
- Monthly conference calls with the District's Project Manager to discuss schedule and budget status.

Task 2 – Data Collection and Kick-Off Meeting

A written data request will be provided to the District, prior to the initial project meeting, which lists the data required to complete the study. An initial project "kick-off" meeting will be held at the District's offices with the HDR and District project team. At this meeting the study goals and objectives will be discussed along with a review of the data needs. This will be the start of the development of the methodology, review of the customer classes and rate structure that will be utilized for the study, specifically for the development of the cost of service analysis to develop the cost-basis for the proposed rates.

Expected District Staff Support for Task 2:

Have the District's project team participate in a 2-hour initial project meeting.

Deliverables as a Result of Task 2:

- A 2-hour initial project meeting at the District's offices attended by HDR's project manager and task lead.
- Identification of study objectives and any project issues or concerns.

Task 3 - Introductory Study Session

It is also proposed that at the start of the project, HDR will provide a "Rates 101" presentation to the District Board, and a separate presentation to the District's Citizen Advisory Committee. This presentation will outline the methodology and approach to setting cost-based water rates and connection fees. The presentation will include a discussion of the need to establish cost-based rates and the process used to meet the intent of Proposition 218. The presentations will occur on the same day at the District's offices.

Expected District Staff Support for Task 3:

Coordinate with HDR on the timing and date of the introductory sessions with the Board and Committee.

Deliverables as a Result of Task 3:

- An initial study session with the District Board presented by the HDR project manager.
- An initial study session with Advisory Committee presented by the HDR project manager.

Task 4 – Review of the District's Financial Policies

Written financial policies are critical to maintain continuity in the rate and fee setting approach over time. The establishment of these policies provides a basis and documentation for the approach and key financial metrics (e.g., debt service coverage, minimum reserve levels, level of rate funded capital, use of long-term debt) important to the District when setting rates. HDR will work with District staff to review existing written, and unwritten, financial policies. HDR will supplement the existing policies with industry standard policies to establish a final set of written financial policies.

Expected District Staff Support for Task 4:

Provide HDR with any written, and summary of any unwritten, financial policies.

Deliverables as a Result of Task 4:

A review of the District's existing financial policies.



- Development of additional financial/rate setting policies.
- Draft and final electronic copy of the financial policies.

Task 5 – Revenue Requirement Analysis

HDR will develop the revenue requirement using a generally-accepted rate-setting methodology, while also incorporating best industry financial planning and rate practices and the District's unique customer and system characteristics. This task entails reviewing the various sources of funds (revenues) and comparing them to the applications of funds (expenses) of the utility, while considering the prudent and proper funding for operating and maintenance (O&M) and capital expenditures. The revenue requirement will be developed for a 10-year time period and utilize a "cash basis" methodology. The "cash basis" methodology provides a clear and transparent approach to funding and often mirrors a utility's budget. The "cash basis" methodology includes O&M, taxes or transfers, annual debt service (principal and interest), and rate funded capital projects.

The first step in the analysis is the projection of revenues at present rate levels. Care will need to be taken on this particular projection, given the recent drought and the depressed consumption levels which may not be reflective of normal consumption patterns. Given that, HDR will review water consumption history for the District and work with the District to develop a reasonable projection of water sales and resulting revenues. HDR will work with the District to develop a mutually agreed upon level of sales for use within the rate study.

The District's O&M expenses will be projected from an adopted budget, or prior year actual expenditure levels, and adjusted for any known changes in levels of service or personnel. Future projections of O&M expenses will be based on historical inflationary factors experienced by the District and projections of future impacts. This approach is used to establish the level of O&M expenditures for the projected 10-year period.

The projection of the capital projects will be based upon the District's capital plan. Emphasis will be placed upon adequately and consistently funding from rates an amount for renewal and replacement facilities. In addition to the funding provided by rate revenues, the analysis will also review other capital improvement funding sources (e.g. grants, long-term debt, reserves, developer contributions, etc.). A final capital funding plan will be developed which meets the District's goals and objectives, while attempting to minimize the impacts to rates over time.

In developing the overall revenue requirement, consideration will also be given to the District's financial policies and any other financial planning criteria. These may be items such as the minimum funding of capital projects from rates (≥ annual depreciation expense), minimum target for debt service coverage (e.g., ≥ 1.15 DSC), minimum reserve levels, etc.

Once a draft of the revenue requirement has been developed, an internal project meeting with the District's project team will be held to review the analysis. This meeting is intended to review the overall methodology used, but more importantly, review the analyses on a line-by-line basis to confirm with the District the appropriateness of the data and assumptions used within the analysis. This will also provide an opportunity for the District to review the development of the rate model and provide suggestions/changes to the rate model.

Expected District Staff Support for Task 5:

- Provide "as needed" assistance, via email and telephone, to explain the District's data and information as it relates to developing the revenue requirement.
- Provide "as needed" data refinements or additional data needs as determined during the process of developing the revenue requirement analysis.
- Have the District's project team attend a half-day project meeting to review the draft revenue requirement analysis.

Deliverables as a Result of Task 5:

- A revenue requirement analysis for a projected 10-year period that considers the necessary operating and capital needs of the Agency.
- Development of a capital improvement funding plan which attempts to maximize funding for capital improvement projects while minimizing the impacts to rates over time.
- As necessary, a five-year rate transition plan for Proposition 218 purposes.
- Recommendations regarding key financial indicators (e.g., debt service coverage, capital replacement, reserve levels).



 A half-day project meeting attended by the HDR project manager and task lead to review the draft revenue requirement analysis.

Task 6 - Cost of Service Analysis

This task is designed to specifically address this legal requirement to develop the cost basis for both the fixed and consumption-based charges for the District's proposed rates. Simply stated, the objective of a cost of service study is to equitably allocate the revenue requirement between the various customer classes of service (e.g., residential, commercial, irrigation, fire service). The results of the cost of service analysis provide calculated average unit costs which is the cost-basis for the proposed rates. HDR will review the customer consumption characteristics and current customer classes of service, and work with the District at the start of the analysis to determine the appropriate customer classes of service. Currently, the District's residential customers are the only rate schedule with the tiered rate structure. Given this, HDR will discuss any tier, or increasing block, rate structures with the District and establish appropriate tiers/blocks for cost allocation. This provides the nexus or cost-basis for establishing the proposed tiered rates. For the remaining classes of service, HDR will review the consumption patterns and work with the District to develop the appropriate cost allocation based on generally accepted rate setting approaches (i.e., AWWA M1 Manual).

The revenue requirement developed in Task 5 will be equitably allocated between the identified customer classes of service. For cost of service purposes, a single year is used to allocate costs. The FY 18/19 revenue requirement will be allocated given that this is the initial rate setting period for the proposed rates. The results of this task will be an equitable allocation of costs to the identified customer classes of service based upon each customer class' proportional share of average day, peak day, customer-related, and fire-protection related requirements.

From the above process, a summary page of the cost of service study is developed. The summary page compares the difference between the current level of rate revenues received from each class of service, and the allocated cost of service for each class. This provides the District with an understanding of the relationship between the costs each customer class of service places on the system and the revenues received from the customers. The cost of service will also provide average unit costs, or cost-based rates, which are used in the development of the final proposed rate designs.

At the completion of the draft cost of service analysis, a project meeting will be held to review the draft results. It is proposed that this half day meeting will take place at the District's offices. This will allow HDR to walk the District through the methodology and approach to the cost allocation and for the District to review the assumptions and provide input and feedback on the development of the final cost of service analysis.

Expected District Staff Support for Task 6:

- Review the findings and results of the cost of service analysis and review the methodology and key assumptions.
- Provide any "as needed" data refinements or additional data needs as determined during the process of developing the cost of service analysis.
- Have the District's project team attend a half-day project meeting to review the draft cost of service analysis.

Deliverables as a Result of Task 6:

- Review of the District's customer classes of service and customer characteristics.
- Development of a cost of service allocation method that recognizes the various service levels of the District's customers.
- An equitable allocation of the revenue requirement to the District's customer classes of service.
- A summary of the average unit costs (cost-based rates) for each customer class of service.
- A half-day project meeting attended by the HDR project manager and task lead to review the draft cost of service analysis.

Task 7 – Rate Design Analysis

The District's rate design goals and objectives may include items such as ease of administration, revenue stability, conservation, efficient use, etc. The District's present rate designs will be reviewed to confirm how well they align



(perform) with the District's current rate-setting goals and objectives. Currently, the District has a "tiered" rate structure for residential customers, a uniform rate for all other non-residential customers, and flat rate for fire service.

Up to two (2) alternative rate designs will be prepared for each customer class of service for review and consideration by the District. Each alternative will meet the targeted revenue needs (i.e., revenue requirement) over the projected time period and be cost-based. A key element of any proposed rate structure alternatives is the ability of the District's billing system to accommodate the proposed alternative. HDR will confirm this during the rate design process. For any rate structure alternatives developed, bill comparisons will be developed that demonstrate the impacts to customers across various levels of usage. These will be presented in both table and graphical format.

As noted, the District's tiered pricing will be reviewed—not only the pricing of the tiers, but also the size of tiers (e.g., 0-30 ccf, <30 ccf). With changing consumptive use, HDR will verify with the District the objectives of the tier sizes (e.g., indoor use, outdoor use) and the appropriateness of the tier sizes. From the analysis of the consumption data in the cost of service task, HDR will have a solid understanding and basis for any needed modifications to the tier sizes. There may be certain advantages and disadvantages to alternative rate structures, and HDR will work with the District to review any alternative rate structures. Finally, consideration needs to be given to the potential need for drought rates or other mechanisms to address reductions in use during mandated conservation periods or other water shortage events. This can be accomplished through the rate design (e.g., drought rates), or through reserve levels. HDR will work with the District to establish the approach to meeting this goal of the study.

At the conclusion of the draft rate designs, HDR will hold a two (2) hour project meeting via conference call or web meeting to review and discuss the draft rate designs. At the conclusion of this task final rate designs will be developed for presentation to the District Board for consideration.

Expected District Staff Support for Task 7:

- Discuss the District's rate design goals and objectives.
- Review and comment on the appropriateness of up to two (2) rate structure alternatives.
- Have project team members participate in a 2-hour conference call/web meeting to review the rate structure alternatives.

Deliverables as a Result of Task 7:

- Review of the District's rate design goals and objectives.
- Review of the current rates and development of up to two (2) rate structure alternatives and bill comparisons.
- Review of the District's customer classes of service consumption and customer characteristics.
- Development of cost-based and equitable proposed rates for a five-year period.
- A two-hour conference call/web meeting project meeting attended by the HDR project manager and task lead to discuss the rate structure alternatives.

Task 8 - Connection Fee Analysis

The methodology used to analyze the District's connection fees differs from the methodology used to analyze the water rates. In contrast to rates, connection fees are designed to pay for the capacity costs associated with system growth to meet the rational nexus test of new customers paying their proportional share of the system in relation to the demand they place on the system. To create the nexus between the fee and the facilities required to serve new capacity, it is best to develop the fee based upon the District's adopted Master Plan. This plan provides the basis, or linkage, between facilities required to provide service and the connection fee established as a part of this study.

In developing the final fees, HDR will consider a methodology and approach that is compliant with AB 1600 and California Government Code 66000 – 66008. Given the nature and complexity of these fees, HDR will prepare a separate report discussing the establishment of the water connection fee. Given the legal implications of establishing connection fees, it is better filed as a report separate and distinct from the water rate study report.



During the development of the connection fee analysis, HDR will meet with District staff to review the draft results. This two (2) hour project meeting at the District's offices will occur in tandem with the Task 5 or Task 6 project meetings.

Expected District Staff Support for Task 8:

- Review with HDR the District's planning documents and criteria.
- Review existing infrastructure and future capital improvements as they relate to growth or expansion of the system.
- Participate in a project meeting to review the development of the connection fee analysis.

Deliverables as a Result of Task 8:

- Review of the District's rate design goals and objectives.
- Review of the current rates and development of up to two (2) rate structure alternatives and bill comparisons.
- Review of the District's customer classes of service consumption and customer characteristics.
- Development of cost-based and equitable proposed rates for a five-year period.
- A two-hour conference call/web meeting project meeting attended by the HDR project manager and task lead to discuss the rate structure alternatives.

Task 9 - Public Meetings and Presentations

For this study, the District has specified the need for two (3) meetings with the District's Board. This will be the presentation of the study recommendations and the public hearing to adopt the proposed rates and a separate meeting to adopt the proposed connection fees. HDR will develop all presentation and handout materials for these meetings. Any meetings in addition to the public presentations/meetings noted above will be provided on a time and material basis.

The District is also utilizing a Citizen's Advisory Committee (CAC) as part of this study. The District has requested one additional meeting, in addition to the meetings with the CAC that coincide with other Board meetings or project meetings, to discuss the rate study draft results and recommendations.

If additional meetings with the Board or CAC are requested, they can be provided on a per meeting basis. The cost associated with each additional meeting, as presented to the District, is estimated at \$2,820.

Expected District Staff Support for Task 9:

- Schedule and coordinate meeting dates and materials for the public presentations.
- Review and comment on the proposed handouts for the public meetings.

Deliverables as a Result of Task 9:

- Up to three (3) public presentations given by the HDR project manager on the results of the rate and fee study.
- One additional CAC meeting to present the initial study results and recommendations by the HDR project manager.
- Develop presentation materials for identified meetings (e.g., handouts, PowerPoint).

Task 10 - Written Reports

Upon completion of the rate analysis, HDR will develop a draft written report of the rate study. The written report is intended to be comprehensive in nature and document the activities undertaken as a part of the study, along with our findings, conclusions, and recommendations. The initial draft written report will be reviewed by the District and all comments/corrections included within the draft final report. HDR will then present the findings of the study to the District Board and a copy of the Board's final adopted rates (i.e., rate resolution) will be included in the final report. All draft written reports will be provided electronically. The final report will be provided electronically, along with four (4) bound copies.

Expected District Staff Support for Task 10:

- Review and comment on the draft final written report.
- Provide the rate resolution to HDR.

Deliverables as a Result of Task 10:



- An electronic copy of the draft written report.
- Four (4) bound copies and one (1) electronic copy of the final written report.

Task 11 - Computer/Rate Models and Training

As a part of this study, HDR will develop a financial planning/rate model specific to the District. As a part of the initial kick-off meeting, HDR will review with the District some of the key structural elements of the model. The model will be developed in Excel and it is a non-proprietary model. At the conclusion of the study, HDR will provide a copy of all models developed as a part of this study. In addition, HDR will develop a user manual for the rate model and will provide a half-day of training to District staff on the use of the model. The model training will take place as part of a schedule meeting date with the District that coincides with other meetings planned with the District.

Expected District Staff Support for Task 11:

- Schedule and coordinate the meeting date for the model training with HDR and other project meetings.
- Participate in the half-day model training.

Deliverables as a Result of Task 11:

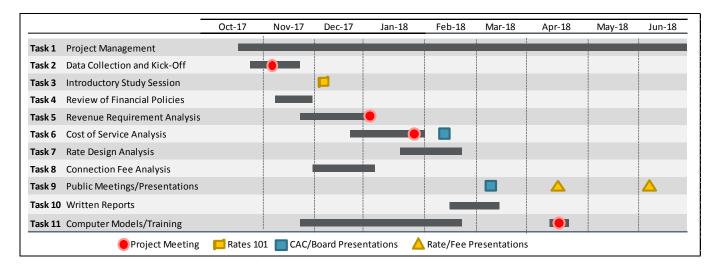
- A user manual for the rate model.
- A one-half day training on the rate model by the HDR task lead.

This concludes the proposed scope of services for this District's study. Additional services requested by the District, and provided by HDR, which is not included within the above scope of work shall be provided on a time and material basis. HDR shall obtain written consent from the District before undertaking or completing any out of scope work.



Project Time Schedule

Based on discussions with District staff, the following time schedule has been developed for the District's study.



A key element of the time schedule is the ability of the District to provide the data in a timely manner, schedule meetings with appropriate staff, CAC, and Board, and receive policy direction as the study progresses.



Compensation

The following hourly billing rates and estimated project fees are based on the above identified scope of services.

Hourly Billing Rates

The following hourly billing rates were used to establish the proposed fees for this study.

<u>Individual</u>	Project Role	Hourly Rate
Shawn Koorn	Project Manager	\$255.00/hour
Kevin Lorentzen	Technical Lead (Rates)	\$200.00/hour
Judy Dean	Technical Lead (Connection Fees)	\$190.00/hour
Josiah Close	Financial/Rate Analyst	\$125.00/hour
Mason Beck	Engineering/Planning	\$200.00/hour
Others	Project Clerical Support	\$120.00/hour

Estimated Project Fee

Given the hourly billing rates, and the previously developed scope of services, the total estimated fees for the District's study can be developed. To assist the District, the total fees have been developed by individual task.

Elk Grove Water District Connection Fee and Water Rate Services	
Task Description	Total
Labor:	
Task 1: Project Management	\$2,730
Task 2: Data Collection and Kick-Off Meeting	3,980
Task 3: Introductory Study Session	2,940
Task 4: Review Financial Policies	2,020
Task 5: Revenue Requirement Analysis	8,330
Task 6: Cost of Service Analysis	10,640
Task 7: Rate Design Analysis	5,230
Task 8: Connection Fee Analysis	14,290
Task 9: Public Meetings/Presentations	8,880
Task 10: Written Reports	5,360
Task 11: Computer Models/Training	4,660
Grand Total Labor	\$69,060
Total Expenses	\$8,310
Grand Total "Not to Exceed" Fees	<u>\$77,370</u>

Proposed Method of Payment

The fees for this study will be billed monthly on a time-and-material basis in accordance with the unit prices described above.

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Donella Murillo, Finance Supervisor

SUBJECT: **ELECTRONIC BILLING STATUS UPDATE**

RECOMMENDATION

This item is presented for information only. No action by the Board of Directors is required at this time.

Summary

Staff is proceeding with the implementation of electronic billing to provide an additional resource for our customers and to minimize costs to the Elk Grove Water District (District). This project generally consists of three basic changes, or improvements, and these include:

- 1. Modifications to the District's billing software.
- 2. Modifications to the District's website to allow customers to use electronic billing.
- 3. Process changes with the District's billing service provider to send out and track electronic billing usage.

The purpose of this report is to provide the Board of Directors (Board) with a status report on this project. No action by the Board is required at this time.

DISCUSSION

Background

Electronic billing (e-billing) is a method for the customers to pay their bills without receiving a paper bill. E-billing affords two main advantages to the customer and the District. Many customers now prefer to pay their bills online and not receive a paper bill or invoice. This is particularly helpful for a customer who may be away from home by allowing them to see and pay their bill online remotely. The District also benefits from e-

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billing by reducing its postage cost and the labor involved with handling paper bills and checks.

In July 2017, staff initiated efforts to implement e-billing. The project was determined to require three basic changes or improvements:

- 1. Modifications to the District's billing software.
- Modifications to the District's website to allow customers to use e-billing.
- 3. Process changes with the District's billing service provider to send out and track e-billing usage.

From July until August, staff worked with representatives of the District's billing software vendor (TruePoint) as well as the District's billing service provider (DataProse) to complete these three improvements.

Present Situation

In early October, the e-billing system was deemed to be essentially complete and it is now being pilot tested through what may also be referred to as a soft launch. As part of this pilot test, the District is tracking these emails through the new web portal, allowing District employees to monitor how many e-bills were sent and to whom, when these e-bills were sent, and who opened and viewed their e-bills.

To be more specific, the October billing included an insert announcing that e-billing is now available. The District's website, however, informs our customers that this is a pilot test and that they are invited to participate in this pilot test.

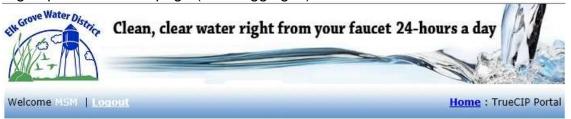
Initially, after startup, one error was discovered and this error has now been fixed. Staff is continuing to monitor this new system for potential errors.

As of this report, the e-billing system appears to be working well and the pilot test is continuing. Staff plans to continue this pilot test during the month of October and then fully launch the new system in November.

Relative to how the new system looks, the following screen clippings provide snap shots of various e-billing steps.

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Sign up link on home page (after logging in)



Below is a listing of all accounts that are associated with your login. If you have other accounts with Elk Grove Water District that are not listed, click here to add another account to your login. Additionally, you can change your password, or edit your profile.



TrueCIP Copyright @ 2007-2017 TruePoint Solutions.

Sign-up dialog.

SIGN UP TO RECEIVE PAPERLESS STATEMENTS The Elk Grove Water District is proud to offer paperless billing statements for our customers. The service is free and you can still reprint your bills from our services portal. Paperless bills provide the following benefits: • Environmentally friendly (saves trees) • Save on rising postage costs • Postage savings help keep your rates low • Your bill is ready sooner and can be paid online By clicking on the Sign-up for paperless billing button you agree to the Terms and Conditions of the Elk Grove Water District paperless billing policy. Once you are signed up for paperless billing, paper bills will no longer be mailed to your address, but will receive an e-mail indicating when your statement is ready for payment. From this e-mail you may view, print, or pay your bill on-line. E-mail: MMusial@TruePointSolutions.com Sign-up for Paperless Billing No thanks, don't sign me up

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Dialog response

The **Elk Grove Water District** is proud to offer paperless billing statements for our customers. The service is free and you can still reprint your bills from our services portal. Paperless bills provide the following benefits: · Environmentally friendly (saves trees) · Save on rising postage costs Postage savings help keep your rates low
 Your bill is ready sooner and can be paid online By clicking on the Sign-up for paperless billing button you agree to the Terms and Conditions of the Elk Grove Water District paperless billing policy. Once you are signed up for paperless billing, paper bills will no longer be mailed to your address, but will receive an e-mail indicating when your statement is ready for payment. From this e-mail you may view, print, or pay your bill on-line. E-mail: MMusial@TruePointSolutions.com Please wait, we are sending your validation email... No thanks, don't sign me up Point Solutions

Contents of the verification email:

Paperless Billing Enrollment Confirmation from the Elk Grove Water District Online Services Portal

For your enrollment to be activated, please click the link below to verify your email address and activate Paperless Billing Statements. Verify Email Address

You can cancel Paperless Billing or change which email address you wish to use to receive Paperless Billing Statements at any time, by logging into the Elk Grove Water District Online Services Portal,

Verification confirmation page.

CONFIRM SIGNUP FOR PAPERLESS BILLING

The Elk Grove Water District is proud to offer Paperless Billing Statements for our customers. The service is free and you can still reprint your bills from our services portal.

Paperless Billing provides the following benefits:

- Environmentally friendly (saves trees)
- Save on rising postage costs
- Postage savings help keep your rates low
 Your bill is ready sooner and can be paid online

As long as you are signed up for Paperless Billing, paper bills will no longer be mailed to your address but you will receive an email indicating when your statement is ready for payment. From this email you may view, print, or pay your bill online.

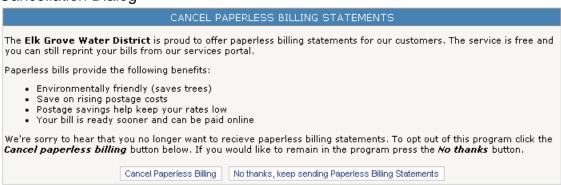
Email was successfully verified, you are now signed up for paperless billing.

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Home page for enrolled user



Cancellation Dialog



Page 6

Then on the TrueCIP portal, customers can view their bill which is the same bill generated by DataProse:



To further encourage customers to sign up for e-billing, staff is doing three things. First, staff will continue to issue bill inserts in the November and December bills. Second, staff will post new information on the District's website encouraging customers to switch to electronic billing. Lastly, staff will inform the customers, via phone or walk-in, about the new e-billing feature.

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with the implementation of ebilling.

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STRATEGIC PLAN CONFORMITY

This item conforms to the Strategic Plan by facilitating financial stability and customer service.

FINANCIAL SUMMARY

Not including staff efforts, the financial impact to the Elk Grove Water District Fiscal Year 2017-18 Operating Budget for implementation of e-billing with DataProse consists of a one-time setup fee of \$500.00, a monthly charge of \$100.00 for DataProse to maintain an FTP site, and \$1,320.00 for a one-time custom development within TruePoint.

It should also be noted, however, that electronic billing will potentially yield significant savings to the District in two ways. First, depending on the number of customers that ultimately sign up for e-billing, the District's postage costs may decrease by several thousands of dollars per month. Second, e-billing may reduce the District's lockbox charges if there is a significant decrease in the number of checks received.

Respectfully submitted,

DONELLA MURILLO FINANCE SUPERVISOR TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: ELECTRONIC COMMUNICATIONS POLICY - USE OF DISTRICT EMAIL

ADDRESSES

RECOMMENDATION

It is requested that the Florin Resource Conservation District Board of Directors provide direction to staff on the development of an Electronic Communications Policy potentially including a requirement to use District email addresses, for District business, by Directors and staff.

SUMMARY

Recent litigation has determined that the use of private electronic devices by employees and public officials, when used for public business, are not excluded from the California Public Records Act. This ruling potentially exposes the privacy of public officials and staff for emails and texts that are sent, received, or stored in a personal account.

An Electronic Communications Policy is currently being prepared by staff and legal counsel for the Board's consideration. As part of that policy, the Board of Directors (Board) should consider imposing a requirement on all Board Members to use District email addresses for electronic communications. Staff is requesting direction from the Board on whether, or not, this proposed policy should include a requirement for all District officials and staff to use an established District email address exclusively for District electronic communications.

DISCUSSION

Background

In a recent legal case involving the City of San Jose, the Court held that "Communications related to the conduct of public business do not cease to be public records under the California Public Records Act (CPRA), simply because they were sent or received using a personal account or personal device." Based on this case, the question was prompted as to whether the District should have a policy that protects public officials, including staff, from CPRA review of communications sent or received on private electronic devices.

ELECTRONIC COMMUNICATIONS POLICY - USE OF DISTRICT EMAIL ADDRESSES

Page 2

The City of San Jose case was initiated in 2009, when the petitioner requested disclosure of thirty-two categories of public records from the City of San Jose, its redevelopment agency and executive director, and other elected officials and staff. They requested documents concerning the redevelopment efforts of downtown San Jose. Also requested, were emails and text messages that were sent or received on private electronic devices used by the mayor, two city council members, and staff. The City of San Jose disclosed certain communications but did not disclose communications made suing the individuals' personal accounts. The petitioner sued for declaratory relief under the CPRA, disputing that messages communicated through personal accounts are public records. The trial granted a summary judgment for the petitioner and ordered disclosure, which was appealed. The Supreme Court held that city employees' communications about public business are not excluded from CPRA on the basis that they were sent, received, or stored in a personal account.

A previous legal opinion recommended that the District implement an Electronic Communications Policy, which includes a requirement that the Board and staff use district email addresses to protect the privacy of public officials and staff for emails, and texts that are sent, received, or stored in a personal account.

Present Situation

In developing the proposed Electronic Communications Policy, and during the development of a new District website, several Board Members have indicated a desire to continue using their private email addresses for public business. This continued use, however, potentially jeopardizes the personal privacy of those Board Members if their personal email is solicited through a CPRA request.

For this reason, staff is requesting the Board to consider whether a new Electronic Communications policy should include a requirement for all District officials and staff to use an established District email address exclusively for District electronic communications.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

ELECTRONIC COMMUNICATIONS POLICY - USE OF DISTRICT EMAIL ADDRESSES

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STRATEGIC PLAN CONFORMITY

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

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,

MARK J. MADISON, GENERAL MANAGER TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Sarah Jones, Program Manager

SUBJECT: **LEGISLATIVE UPDATE**

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

The California Water Fix (Delta tunnels project) is moving forward with support from Zone 7 Water Agency and The Metropolitan Water District. The Westlands Water District voted against funding the project. Additionally, Current Federal legislation is discussed including but not limited to, HR 1068, Safe Drinking Water Act Amendments of 2017 which would accelerate EPA's process for establishing MCLs. HR417 requires a revision of regulations for Consumer Confidence Reports and HR1579 requires drinking water systems to assess and address their vulnerabilities to climate change.

DISCUSSION

Background

The Board is periodically updated on legislative and statewide water issues.

Present Situation

The 17. 1 billion dollar California Waterfix project, otherwise known as the Delta tunnels project, secured a financing commitment from a Bay Area water agency, Zone 7 Water Agency and more recently from the Metropolitan Water District. However, the Westlands Water District, a large agricultural district in Fresno and Kings counties, dealt WaterFix a huge setback by rejecting to fund it in September.

The board of Zone 7 Water Agency, which serves about 220,000 customers in Alameda County, will contribute only 1% of the needed funding. A major win for Waterfix occurred

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when the Southern California water Agency, The Metropolitan Water District board recently approved to fund \$4.3 billion dollars, which equates to 26% of the projects anticipated cost. The Delta tunnels project continues to be the subject of great controversy in California.

The California legislation session is now in recess and therefore staff has nothing new to report at the state level. Relative to federal legislation, several bills of interest include:

HR 1068 (Pallone) Safe Drinking Water Act Amendments of 2017

Accelerates EPA's process for establishing MCLs by requiring EPA to make a determination to regulate ten contaminates every three years and relaxes the criteria required for a regulatory determination. Establishes a 9 month deadline for revising the lead and copper rule, a 12 month deadline for perchlorate, and a 2 year deadline for perfluorinated compounds and microcystin toxins. Also includes numerous other titles including a grant program to help schools replace lead service lines and water fountains and text of HR 1579 and two bill's ACWA supported last Congress the Assistance, Quality, and Affordability Act of 2016 and Risks of Drought to Drinking Water Act.

HR1579 (Peters) Secure and Resilient Water Systems Act

Requires drinking water systems to assess and address their vulnerabilities to climate change, source water degradation, and intentional acts. Includes language requiring water systems to evaluate "inherently safer technology".

HR417 (Tonko) to amend the Safe Drinking Water Act to require the improvement of consumer confidence reports, and for other purposes. Directs EPA to revise regulations about consumer confidence reports in order to increase their effectiveness and understandability. EPA must consult with public water systems, environmental groups, public interest groups, risk communication experts, and the States, and other interested parties and issue new regulations within 24 months.

S1464 (Feinstein) Water Conservation Tax Parity Act

This bill amends the Internal Revenue Code to expand the tax exclusion for energy conservation subsidies provided by public utilities to exclude from gross income subsidies provided (directly or indirectly): (1) by a public utility to a customer, or by a state or local government to a resident of such state or locality, for the purchase or installation of any water conservation or efficiency measure; and (2) by a storm water management provider to a customer, or by a state or local government to a resident of such state or locality, for the purchase or installation of any storm water management measure.

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ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Tracking active legislation complies with the District's Regulatory Compliance goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,

SARAH JONES

PROGRAM MANAGER