

## **ITEM #5.A**

*A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.*

## RESOLUTION NO. 22-1003-01

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF DEL PASO MANOR WATER DISTRICT PURSUANT TO BROWN ACT PROVISIONS.**

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#### RECITALS

WHEREAS, the Del Paso Manor Water District ("DPMWD") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of DPMWD legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq., so that any member of the public may attend, participate, and watch DPMWD's legislative bodies conduct their business; and

WHEREAS, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558 and either (i) state or local officials have imposed or recommended measures to promote social distancing, (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

WHEREAS, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days and, in that time, the body must reconsider the circumstances of the state of emergency and find either (i) a state of emergency remains active and continues to directly impact the ability of the members to meet safely in person or (ii) state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day statewide; and

WHEREAS, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and its prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms and other ailments; and

WHEREAS, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

WHEREAS, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

WHEREAS, while the COVID-19 virus remains present in the community, allowing members of the DPMWD's legislative bodies and members of the public to meet in person continues to present an imminent risk to attendee health and safety beyond the control of DPMWD services, personnel, equipment, and facilities; and

WHEREAS, pursuant to Government Code section 8635 et seq., the Board has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of all DPMWD legislative bodies to be held via teleconference pursuant to this Resolution; and

WHEREAS, the Board adopted Resolution No. 2021-07-12 on December 7, 2021, finding that the requisite conditions exist for DPMWD legislative bodies to hold meetings via teleconference pursuant to Government Code section 54953(e) and without compliance with Section 54953(b)(3); and

WHEREAS, the Board has reconsidered the circumstances of the state of emergency issued by the Governor, does hereby find emergency conditions persist in DPMWD's service area that directly impact the ability of meeting attendees members to meet safely in person, and desires for DPMWD legislative bodies to continue to meet pursuant to Government Code section 54953(e); and

WHEREAS, the Board does hereby find that DPMWD legislative bodies shall conduct their meetings pursuant to Government Code section 54953(e) by offering all meeting attendees access and an opportunity to comment via a teleconference and/or video conference option; and

WHEREAS, DPMWD has taken and is taking measures to ensure public access and opportunity to offer public comment, including by providing teleconference and/or video conferencing access to members of the public for all meetings of DPMWD legislative bodies.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DEL PASO MANOR WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Emergency. The Board hereby proclaims that a state of emergency continues to exist throughout the DPMWD operating area.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, and applicable statewide.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of Del Paso Manor Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from its effective date, (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Del Paso Manor water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953, or (iii) the Board acts to rescind this Resolution.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 3rd day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Ryan Saunders, President

Board of Directors

ATTEST:

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Alan Gardner, General Manager

**ITEM #5.B**

*Approval of Minutes of the September 6, 2022 Meeting*



**REGULAR MEETING OF THE BOARD OF DIRECTORS  
DEL PASO MANOR WATER DISTRICT**

**DRAFT MINUTES**

**September 06, 2022, 6:00 PM  
1817 Maryal Drive, Suite 300, Sacramento 95864**

**1. CALL TO ORDER:**

Vice President Macias called the meeting to order at 6:02 p.m.

**2. ROLL CALL:**

Directors Present: Carl Dolk, Vice President Osmar Macias, Bob Matteoli and Gwynne Pratt

Directors Absent: President Ryan Saunders

Staff Present: General Manager Alan Gardner  
Office Manager Victoria Hoppe  
Field Manager Mike Jenner  
General Counsel Elena Pacheco

A quorum of the Board was present.

**3. ADOPTION OF AGENDA:** Members may pull an item from the agenda.

Director Dolk made a motion to adopt the agenda. The motion was seconded by Director Pratt. The agenda was adopted on a 4 Yes/0 No/1 Absent (Saunders) roll call vote.

**4. PUBLIC COMMENTS:** The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD President. Comments will be accepted via teleconference and in writing.

(0:03 minutes)

Vice President Macias called for public comment.

Carol Rose commented on her public records request.

Roy Wilson commented on Well #2.

Trish Harrington commented on expenditures and an increase in the bill.

**5. CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

(0:11 minutes)

A request was made for each item to be discussed and considered separately.

**Item 5.A: A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.**

Vice President Macias called for public testimony.

Carol Rose expressed objection to the resolution.

Trish Harrington expressed objection to the resolution.

Seeing no further comment, public comment was closed.

The Board directed staff to continue to look at alternate meeting locations to return to in person meetings.

Director Dolk made a motion to approve Item 5.A. The motion was seconded by Director Matteoli. The motion was approved on a 4 Yes/0 No/1 Absent (Saunders) roll call vote.

**Item 5.B: Approval of Warrants and Payroll**

(0:21 minutes)

General Manager Alan Gardner and Office Manager Victoria Hoppe provided a brief summary and fielded questions from the Board.

Vice President Macias called for public testimony.

Roy Wilson inquired on payments.

Seeing no further comment, public comment was closed.

Director Dolk made a motion to approve Item 5.B. The motion was seconded by Director Matteoli. The motion was approved on a 4 Yes/0 No/1 Absent (Saunders) roll call vote.

**6. PUBLIC HEARING:**

There were no Public Hearing items to consider.

**7. OLD BUSINESS:**

There were no Old Business items to consider.

**8. NEW BUSINESS:**

There were no New Business items to consider.

**9. FIELD REPORT:** Verbal report  
(0:35 minutes)

**Item 9.A: Field Report on Current and Upcoming Project**

General Manager Alan Gardner provided a brief summary of the written report and fielded questions from the Board.

**10. CLOSED SESSION:**

There was no Closed Session item to consider.

**11. GENERAL MANAGERS COMMENTS:** Verbal report  
(0:45 minutes)

**Item 11.A: Road Map Update**

**Item 11.B: 218 Update**

**Item 11.C: Conservation Update**

General Manager Alan Gardner provided a brief report on District matters and fielded questions from the Board.

Vice President Macias called for public comment.

Roy Wilson requested clarification on overall District expenditures.

Trish Harrington suggested the school be considered as a meeting place for future meetings.

General Manager Alan Gardner responded to public comments.

**12. DIRECTORS COMMENTS:** Verbal information, non-action comments.  
(1:14 minutes)

Director Matteoli provided brief comments.

**13. FUTURE AGENDA REQUESTS:** Directors can suggest topics they would like on future agendas

There were no requests for future agenda items.



**14. ADJOURNMENT:** Next Regular Board of Directors meeting is scheduled for September 19, 2022

Director Dolk made a motion to adjourn. Director Pratt seconded the motion. There being no further business, the Board of Directors meeting adjourned at 7:16 p.m.

APPROVAL:

ATTEST:

\_\_\_\_\_  
Ryan Saunders, President of the Board

\_\_\_\_\_  
Norma I. Alley, MMC, Clerk of the Board

## **ITEM #5.C**

*Approval of Warrants and Payroll*

**Del Paso Manor Water District  
VENDORS PAID / APPROVED - SEPTEMBER 2022**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health		\$312.57	10434
ADP	Payroll		\$20,632.16	EFT
ADP Taxes	Payroll Taxes		\$10,323.70	EFT
All Phase Plumbing	2400 Catalina Drive		\$200.00	10412
All Phase Plumbing	2404 Andrade Way		\$250.00	10412
Appletree Answers	Answering service		\$441.70	CC
AT&T	Internet; Phone/Fax		\$69.55	CC
AT&T	Phone		\$253.70	CC
AT&T	Phone		\$213.18	CC
AT&T Mobility	Cell Phones; iPads		\$411.78	CC
BSK	Labs		\$602.00	10438
CalPers	Employee Contribution - Pepra		\$4,040.37	EFT
CalPers	Health		\$9,934.05	EFT
CalPers	Unfunded Liability - Classic		\$6,243.83	EFT
CalPers	Unfunded Liability - Pepra		\$12.25	EFT
DEX.YP	Yellow Pages		\$15.50	CC
Doumit Construction, Inc.	Refund for Hydrant Use Permit/Fees		\$857.70	10413
Emigh Hardware	Material/Supplies		\$311.37	10439
Flowline Contractors, Inc.	3828 Dubac Way Emergency Repair		\$3,977.00	10414
Flowline Contractors, Inc.	2404 Andrade Way		\$2,252.00	10440
Forsgren Associates, Inc.	Services Rendered Thru 07/25/2022 (Well 02 Planning)		\$7,542.50	10415
Forsgren Associates, Inc.	Services Rendered Thru 07/25/2022 (On-Call Services 2022)		\$8,218.75	10415
Forsgren Associates, Inc.	Services Rendered Thru 07/25/2022 (Well 09 Planning)		\$7,150.00	10415
Forsgren Associates, Inc.	Services Rendered Thru 07/25/2022 (Road Map Prep.)		\$9,982.00	10415
Future Chevrolet	Purchase of: 2022 Chevrolet 2500 Gasoline Crew Cab Silverado		\$75,650.74	10443
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through July 2022		\$11,755.50	10416
Leaf	Photocopy Machine Lease		\$179.28	10417
Leaf	Photocopy Machine Lease		\$187.93	10436
Legacy Cleaning Services	Maryal Office		\$160.00	CC
Munibilling	Heartland Return Fee (July 2022)		\$10.00	10418
Nick Weddle	Reimbursement for Work Pants (4)		\$144.96	10419
PG&E	Gas		\$12.23	CC
Regional Government Services (RGS)	July 2022 Clerk Services		\$871.65	10420
Renne Public Law Group	June 2022 Monthly Retainer		\$3,000.00	10421
Renne Public Law Group	July 2022 Monthly Retainer		\$3,000.00	10421
Robert Merritt	CPA - Services Rendered Through July 2022		\$1,472.50	10422
Sacramento Local Agency Formation Commission	Special District Assessment (FY 2022-23)		\$217.00	10423
Sacramento Suburban Water District (SSWD)	Mutual Aid Agreement (05/01/2022 - 05/31/2022)		\$1,610.00	10424
Sacramento Suburban Water District (SSWD)	Mutual Aid Agreement (06/01/2022 - 06/30/2022)		\$4,133.84	10424
Sacramento Suburban Water District (SSWD)	Mutual Aid Agreement (07/01/2022 - 07/31/2022)		\$1,857.95	10424
Sierra Chemical Company	Chemicals		\$489.84	10425
Sierra Chemical Company	Chemicals		\$267.52	10425
Sierra Chemical Company	Chemicals		\$339.12	10425
Sierra Chemical Company	Chemicals		\$452.16	10425
Sierra Chemical Company	Chemicals		\$188.40	10425
Sierra Chemical Company	Chemicals		\$320.28	10437
Smud	Account# 6190159		\$3,547.57	CC
Smud	Account# 7000000179		\$8,305.38	10426
Streamline	Website		\$200.00	CC
TAK Communications, Inc.	2512 Borica Way Emergency Repair (1st Repair)		\$4,640.60	10435

**Del Paso Manor Water District  
VENDORS PAID / APPROVED - SEPTEMBER 2022**

TAK Communications, Inc.	2512 Borica Way Emergency Repair (2nd Repair)		\$4,936.58	10441
Terrapin Technology Group	Software / Computers		\$174.35	10428
Uinta Holdings, LLC	October 2022 Rent		\$2,450.00	10429
Umpqua Bank	District Credit Card		\$6,491.25	10430
USA BlueBook	Meters CCP & 4268 Stock		\$1,962.52	10431
USA BlueBook	4268 Stock		\$726.26	10442
VOYA	August 2022 Employee Contribution		\$400.00	10432
Wex Bank	Gas		\$320.55	10433
Wizix Technology Group, Inc.	Photocopy Machine		\$273.78	CC
<b>MONTHLY TOTAL-----&gt;</b>			<b>\$0.00</b>	<b>\$234,997.40</b>

Approved at 09/05/2022 Regular Meeting

Approved at 09/19/2022 Regular Meeting

**TOTAL CHECKS ISSUED: 31**

**PAID VIA CREDIT CARD (CC): 23**

**PAID VIA ELECTRONIC FUNDS TRANSFER (EFT): 6**

**\* DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE**

<b>UMPQUA DISTRICT CREDIT CARD - PAID SEPTEMBER 2022</b>				
<b>VENDORS NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>PAID DATE</b>	<b>ACCT. / INV. #</b>
Amazon	Office Supplies	258.91	9/1/2022	Invoice# 111-4930110-8941060
Amazon	Office Supplies	30.13	9/6/2022	Invoice# 111-0856304-2456263
Amazon	Field Supplies	69.90	9/6/2022	Invoice# 111-9002214-6163415
Amazon	Well Supplies (Well# 9)	451.47	9/6/2022	Invoice# 111-3987664-8632231
Amazon	Office Supplies	102.52	9/26/2022	Invoice# 111-8911338-8501031
Appletree Answers	Answering service	470.40	9/12/2022	Invoice#123-5366-391
Arden Village Service	Ford Smog	51.50	9/1/2022	Invoice# 131045
AT&T	Phone	253.70	9/12/2022	Acct.# 916 487-1044 006 2
AT&T	Phone	213.18	9/12/2022	Acct.# 123614292
AT&T Mobility	Cell Phones; iPads	411.78	9/12/2022	Acct.# 829092982
Belair Post Office	Stamps	180.00	9/14/2022	Stamps
DEX.YP	Yellow Pages	15.50	9/12/2022	Account# 800537729
Legacy Cleaning	Maryal Office	160.00	9/13/2022	Invoice# HC136
Mold Inspection Service	Mold Inspection (Ford)	450.00	9/20/2022	Mold Inspection (Ford)
My Safety Signs	Well 8 Safety Signs	50.43	9/22/2022	Well 8 Safety Signs
Office Depot	Office Supplies	43.09	9/21/2022	Office Supplies
Smud	Account# 6190159	3,547.57	9/12/2022	Account# 6190159
Streamline	Website	200.00	9/12/2022	Invoice# 9CF3E041-0022
Walgreens	Office Supplies	23.37	9/12/2022	Office Supplies
Wizix Technology Group, Inc.	Photocopy Machine	273.78	9/12/2022	Invoice# 290305
Zoom	Cloud Recording	40.00	9/4/2022	Invoice# INV165063385
		<b>7,297.23</b>		

**Del Paso Manor Water District  
OCTOBER 2022 VENDORS FOR APPROVAL**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
A.I. Electric	Well 9 Fan		\$725.25	
AM Conservation Group	Conservation Moisture Meters		\$2,177.70	
AT&T	Internet; Phone/Fax		\$69.55	
AT&T	Phone		\$253.61	
CalPers	Employee Contribution - Pepra		\$4,159.55	
CalPers	Health		\$14,405.48	
CalPers	Unfunded Liability - Classic		\$6,243.83	
CalPers	Unfunded Liability - Pepra		\$12.25	
DEX.YP	Yellow Pages		\$15.50	
Flowline Contractors, Inc.	2510 Cathay Court		\$1,605.00	
Flowline Contractors, Inc.	2834 Claire Court		\$3,807.00	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (Well 02 Planning))		\$2,448.75	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (2x2 Support)		\$9,207.50	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (Planning Support)		\$1,995.00	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (Well 09 Planning)		\$847.50	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (Prop 218 Support)		\$9,488.75	
Forsgren Associates, Inc.	Services Rendered Thru 08/25/2022 (On-Call Services)		\$5,387.50	
Iconix Waterworks	4268 Stock		\$581.85	
Iconix Waterworks	Intertie Valves		\$60,594.30	
Legacy Cleaning Services	Maryal office		\$160.00	
MailRite	Billing Mailhouse (Accomplishments Letter)		\$2,818.78	
Nick Weddle	Reimbersement for Work Boots		\$189.99	
PG&E	Gas		\$8.04	
Regional Government Services (RGS)	August 2022 Clerk Services		\$936.00	
Renne Public Law Group	August 2022 Monthly Retainer		\$3,000.00	
Robert Merritt	CPA - Services Rendered Through August 2022		\$1,045.00	
Sacramento County Utilities	Utilities		\$218.54	
Sacramento Suburban Water District (SSWD)	Mutual Aid Agreement (08/01/2022 - 08/31/2022)		\$4,311.90	
Sierra Chemical Company	Chemicals		\$226.08	
Sierra Chemical Company	Chemicals		\$75.36	
Smud	Account# 6190159		\$3,297.17	
Smud	Account# 7000000179		\$8,146.87	
Streamline	Website		\$200.00	
Terrapin Technology Group	Software / Computers (GM Laptop & Software Updates)		\$3,701.63	
Uinta Holdings, LLC	April Rent		\$2,450.00	
VOYA	September Emp. Contribution		\$400.00	
Wex Bank	Gas		\$346.83	
Wizix Technology Group, Inc.	Photocopy Machine		\$84.74	
<b>MONTHLY TOTAL-----&gt;</b>			<b>\$0.00</b>	<b>\$155,642.80</b>

Approved at 10/03/2022 Regular Meeting

Approved at 10/17/2022/2022 Regular Meeting

TOTAL CHECKS ISSUED:

PAID VIA CREDIT CARD (CC):

PAID VIA ELECTRONIC FUNDS TRANSFER (EFT):

\* DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE



**Del Paso Manor Water District  
BOD Compensation Expense Summary  
SEPTEMBER 2022**

<b>SEPTEMBER 2022 MEETINGS</b>		<b>DOLK</b>	<b>MACIAS</b>	<b>MATTEOLI</b>	<b>PRATT</b>	<b>SAUNDERS</b>
	<b>Board Meetings</b>					
9/6/2022	DPMWD - Regular Board Meeting	1	1	1	1	
9/19/2022	DPMWD - Regular Board Meeting	1	1	1	1	1
9/27/2022	DPMWD - Special Board Meeting	1		1	1	1
	DPMWD - Emergency Board Meeting					
	<b>ADHOC Committee Meetings</b>					
	Finance Standing Committee Meeting					
	Succession Planning Committee					
9/20/2022	SSWD / DPMWD 2X2 Committee	1				1
	<b>Other Meetings</b>					
	American Water Works Association (AWWA)					
	Association of California Water Agencies (ACWA)					
	Attorney Meeting					
	California Rural Water Authority (CRWA)					
	California Special District's Association (CSDA)					
	DPMWD - AB1234 Ethics Training					
	Regional Water Authority (RWA)					
	Sacramento Groundwater Authority (SGA)					
	Sacramento Suburban Water District (SSWD)					
	Sexual Harassment Prevention Training (AB1825)					
	Water Forum					
	<b>September Monthly Meeting Totals</b>					
	TOTAL MEETINGS	4	2	3	3	3
	TOTAL COMPENSATED MEETINGS	3	2	2	2	2
	TOTAL COMPENSATION	\$300	\$200	\$200	\$200	\$200

## **ITEM #8.A**

*Presentation by Forsgren and Associates on the Capital Improvement Projects (CIP) For Consideration to be included in the Proposition 218 Rate Study; Approval and/or Direction by the Board of Directors to Finalize List of Improvements for Rate Analysis*



**DEL PASO MANOR WATER DISTRICT**  
**REGULAR BOARD MEETING**

**DATE: October 3, 2022**

**Item: 8.A**

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**SUBJECT:** Presentation by Forsgren and Associates on the Capital Improvement Projects (CIP) For Consideration to be included in the Proposition 218 Rate Study; Approval and/or Direction by the Board of Directors to Finalize List of Improvements for Rate Analysis

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**CONTACT:**

Alan Gardner, General Manager

**EXECUTIVE SUMMARY**

1. Attached at the end of this Staff Report is a copy of the original Staff Report from the September 19, 2022 meeting.
2. Since that meeting Forsgren has continued to refine the primary, alternative and second alternative projects, and provided greater detail necessary for the Board to make informed decisions about whether to follow the recommendations of the consultants and professional staff.
3. One primary project was removed. The District commenced the environmental survey that had been on the list to ensure Well 7, and other current Well assets were not subject to new contamination prior to upgrading them. As such, the survey was removed from the list.
4. The remaining four primary projects total \$9,197,000. Each has the requested sheet explaining the project and how the costs were developed.
5. The three alternative projects remain the same. Each has the requested sheet explaining the project and how the costs were developed. Total \$7,381,000.
6. Two secondary alternative projects have been added for approval. They are ranked lower because they do not in and of themselves improve supply or distribution, but they are necessary components of the overall projects. They are also smaller projects that can be used if one of the primary projects does not go forward and one of the original alternatives cannot be used due to cost or other reasons. Total \$150,000.

7. Forsgren has prepared a Technical Memo providing the requested discussion concerning use of ductile iron pipe and C900. Our engineer has recommended using ductile iron for the reasons in the Memo.

**RECOMMENDATION:**

Discuss and approve the projects to be forwarded to Bartle Wells Associates for inclusion in the Proposition 218-rate study. Note that only the primary projects go directly into rates. The others are substitutes within what is ultimately authorized.

**ATTACHMENTS:**

1. Refined list of capital projects with detailed cost breakdown
2. Forsgren technical memo re: iron pipe
3. Copy of September 19, 2022, Staff Report on CIP for the 218



Priority Projects

Project Name	Reference	Project Description	Project Rationale	Cost	Status
Well 7 Rehabilitation	Nelson/HSE/Coyan	Well and site improvements. Determine best option for sand mitigation to protect screen integrity. Pull well pump and down-hole video inspection of well casing. Integrate well controls with District SCADA system.	Increase water supply. Allow safer operator access to facilities and greater chemical storage capacity. Automation will increase operational efficiency.	\$2,986,000	Conceptual planning in Progress
Well 4 Rehabilitation	Nelson/HSE/Coyan	Pull and replace pump, down-hole video of well casing. Site improvements. Remove hydro-pneumatic tank and install VFD and flush to waste line. Integrate well controls with District SCADA system.	Increase water supply and improve operational efficiency of existing well. Automation will increase operational efficiency.	\$958,000	Planning in Progress
Hydraulic Model	Forsgren	Update and recalibrate hydraulic model with new completed projects.	Allow District to see impacts from projects and prioritize and plan based on how these impacts will address District needs.	\$40,000	Preliminary Planning
2D-3 Pipeline Replacement	KJ	Install (N) 7,824 LF of 8" pipeline, (N) 100 LF of 6" pipelines and appurtenances; Retrofit 189 water service connections to front yards and install meter setters.	Abandon aging steel pipeline, improve distribution throughout the District, provide mechanism to facilitate future meter installation.	\$5,250,000	A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.

**Core Projects Total \$9,234,000**

Tier 1 Alternate Projects

2D-1 Pipeline Replacement	KJ	Install 900 LF of 12" pipeline (N) 3,741 LF of 8" pipeline and appurtenances; Retrofit 74 water service connections to front yards and install meter setters.	Abandon aging steel pipeline, improve distribution throughout the District, provide mechanism to facilitate future meter installation.	\$2,691,000	A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.
2D-2 Pipeline Replacement	KJ	Install (N) 3,965 LF of 8" pipeline, (N) 200 LF of 6" pipelines and appurtenances; Retrofit 78 water service connections to front yards and install meter setters.	Abandon aging steel pipeline, improve distribution throughout the District, provide mechanism to facilitate future meter installation.	\$3,000,000	A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.
2C Pipeline Replacement	KJ	Install (N) 2,400 LF of 12" pipeline and appurtenances; Retrofit 96 water service connections to front yards and install meter setters.	Improve distribution throughout the District and provide mechanism to facilitate future meter installation.	\$1,690,000	Partially completed with construction of well 9.

**Tier 1 Alternate Projects Total \$7,381,000**

Tier 2 Alternate Projects

Well 3 Treatment Evaluation	Forsgren	Evaluation of treatment scenarios for well 3.	Help develop cost and scope of treatment facility at well 3.	\$50,000	Preliminary planning in progress.
Survey Existing Sites	Forsgren	Survey existing sites	Determine property boundaries and infrastructure layout so that improvements can be designed.	\$100,000	Preliminary planning in progress.

**Tier 2 Alternate Projects Total \$150,000**

**Total for all Projects \$16,765,000**



Technical Ranking Criteria (Weighted 1-5)				
Supply	Distribution	Reliability / Redundancy	O&M Impact	Condition
5	4	3	2	1

Project Name	Ranking Scores (0-10)					Ranking Score	Priority Rank	Original Cost Est. Source	Original Cost Est.	Inflation Adjusted Cost Est.*	Updated Cost Est.**	Updated Cost Est. Explanation
Well 7 Rehabilitation	7	4	4	7	7	84	8	Extrapolated from HSE tech memo costing	\$3,137,000	\$3,137,000	\$2,986,000	Original estimate included drilling and equipping a new well. Updated estimate includes modifications to existing wellhead and new building and generator.
Well 4 Rehabilitation	8	2	7	2	9	82	9	Nelson	\$180,000	\$243,558	\$958,000	Cost and scope updated to include new VFD, flush to waste, and additional electrical components.
Hydraulic Model	6	6	5	4	4	81	10	N/A	N/A	N/A	\$40,000	Forsgren estimate
2D-3 Pipeline Replacement	1	7	6	5	10	71	11	KJ	\$1,148,364	\$1,964,353	\$5,250,000	Correction made to original KJ estimate calculation error. Updated estimate based on partial completion and current construction costs. Original KJ Project divided into 3 smaller projects

2D-1 Pipeline Replacement	1	7	6	5	10	71	11	KJ	\$561,422	\$960,350	\$2,691,000	Correction made to original KJ estimate calculation error. Updated estimate based on partial completion and current construction costs. Original KJ Project divided into 3 smaller projects
2D-2 Pipeline Replacement	1	7	6	5	10	71	11	KJ	\$842,134	\$1,440,525	\$3,000,000	Correction made to original KJ estimate calculation error. Updated estimate based on partial completion and current construction costs. Original KJ Project divided into 3 smaller projects
2C Pipeline Replacement	1	7	5	6	10	70	14	KJ	\$2,103,406	\$3,598,016	\$1,690,000	Project partially complete. Updated estimate based on balance to complete project at current construction cost.

Well 3 Treatment Evaluation	7	2	3	5	7	69	15	Forsgren	\$50,000	\$50,000	\$50,000	Forsgren estimate
Survey Existing Sites	2	2	10	5	2	60	26	Forsgren	\$100,000	\$100,000	\$100,000	Forsgren estimate

**References**  
 2022 Amendment to the DPMWD 2009 Water Master Plan - Hydrosience Engineers, May, 2022  
 Del Paso Manor Water District Master Plan - Kennedy Jenks Consultants, July, 2009  
 Water Supply System Assessment Summary - Jeff Nelson, July, 2020  
 Del Paso Manor Water District Staff  
 Forsgren Associates

**Reference Abbreviation**  
 HSE  
 KJ  
 Nelson  
 DPMWD  
 FA

\* Inflation adjusted costs indexed based on DGS California Construction Cost Index for 2009, 2020, and 2022  
 \*\* Updated costs estimates using Forsgren cost estimating models based on projects executed elsewhere in 2022, vendor quotes, and material costs.



**Project Name:**

Well 7 Rehabilitation

**Project Location:**

The project is located off of Butano Dr. just east of Watt Ave.

**Project Description:**

Well and site improvements. Pull pump and inspect well casing. Implement a sand mitigation strategy to protect the integrity of the well screen. Bring wellhead from buried vault to the surface and install pumphouse and fencing. Integrate well controls with District SCADA system.

**Project Rationale:**

Increase water supply. Allow safer operator access to facilities and greater chemical storage capacity. Automation will increase operational efficiency.

**Project Status:**

Conceptual planning in progress

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$90,000	\$90,000
2	Bonds and Insurance	LS	1	\$70,000	\$70,000
<b>Materials</b>					
3	Well Condition Assessment	EA	1	\$20,000	\$20,000
4	Site Grading	EA	1	\$90,000	\$90,000
5	Fencing	EA	1	\$40,000	\$40,000
6	Pump and above ground piping	EA	1	\$140,000	\$140,000
7	Well house slab and new CMU Building	EA	1	\$250,000	\$250,000
8	Paint sealing HVAC plumbing	EA	1	\$140,000	\$140,000
9	Backup Generator	EA	1	\$225,000	\$225,000
10	Electrical wiring, lighting, panels	EA	1	\$250,000	\$250,000
11	MCC, Control panels, and PLC	EA	1	\$200,000	\$200,000
12	Instrumentation and Programming	LS	1	\$70,000	\$70,000
13	<b>Subtotal</b>				<b>\$1,585,000</b>
14	Contractor OH&P			20%	\$317,000
15	Construction Contingency			25%	\$396,300
16	Escalation Allowance			12%	\$190,200
17	<b>Total Construction Cost</b>				<b>\$2,488,500</b>
18	Engineering, CM, and Admin			20%	\$497,700
19	<b>Total Project Cost</b>				<b>\$2,986,200</b>



**Project Name:**

Well 4 Rehabilitation

**Project Location:**

The project is located off of Kings Way. Between Lasuen Dr. and Maryal Dr.

**Project Description:**

Assessment and rehabilitation of well 4. Pull and replace pump. Site Improvements. Integrate well controls with District SCADA system.

**Project Rationale:**

Provide automation and reliability which will reduce operational efforts. Increase water supply

**Project Status:**

Planning in progress

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$25,000	\$25,000
2	Bonds and Insurance	LS	1	\$25,000	\$25,000
3	Arc flash hazard assessment <sup>1</sup>	EA	1	\$6,300	\$6,300
4	Well condition assessment <sup>1</sup>	EA	1	\$50,400	\$50,400
5	Remove hydro-pneumatic tank and install VFD controls <sup>2</sup>	EA	1	\$80,000	\$80,000
6	Address safety/compliance issues including upgrading pump base/pedestals, move eyewash system for OSHA compliance, add shower system, add secondary containment, chlorination system compliance, repair electrical cables, signage. <sup>1</sup>	EA	1	\$37,800	\$37,800
7	Install pump to waste <sup>2</sup>	EA	1	\$70,000	\$70,000
8	Wellhead piping and civil site grading improvements <sup>2</sup>	EA	1	\$20,000	\$20,000
9	Electrical wiring, lighting, panels <sup>2</sup>	LS	1	\$50,000	\$50,000
10	MCC, Control panels, and PLC <sup>2</sup>	EA	1	\$100,000	\$100,000
11	Instrumentation and Programming <sup>2</sup>	LS	1	\$50,000	\$50,000
<b>12</b>	<b>Subtotal</b>				<b>\$514,500</b>
13	Contractor OH&P			20%	\$102,900
14	Estimation Contingency			25%	\$128,700
15	Escalation Allowance			10%	\$51,500
<b>16</b>	<b>Total Construction Cost</b>				<b>\$797,600</b>
17	Engineering, CM, and Admin			20%	\$159,600
<b>18</b>	<b>Total Project Cost</b>				<b>\$957,200</b>

Notes:

- Costs referenced from high estimates in System Assessment Summary by Jeff Nelson, 7/20, and indexed to 7/22 costs.
- Cost and scope updated by FA



**Project Name:**

Hydraulic Model

**Project Location:**

District wide.

**Project Description:**

Update hydraulic model.

**Project Rationale:**

Allow district to see impacts from modifications to system and prioritize and plan based on how these impacts will address district needs.

**Project Status:**

Preliminary Planning

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Update Hydraulic Model	LS	1	\$30,000	\$30,000
2	<b>Subtotal</b>				<b>\$30,000</b>
3	Estimation Contingency			20%	\$6,000
4	Escalation Allowance			10%	\$3,000
5	<b>Total Project Cost</b>				<b>\$39,000</b>



**Project Name:**

2D-3 Pipeline Replacement.

**Project Location:**

The pipeline is located throughout the northeastern quadrant of Del Paso Manor Water District.

**Project Description:**

Install 7,824 LF of 8" pipeline, 100 LF of 6" pipelines and appurtenances; Retrofit 189 water service connections to front yards and install meter setters.

**Project Rationale:**

Abandon aging steel pipeline, improve distribution throughout the district, and provide mechanism to facilitate future meter installation

**Project Status:**

A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$160,000	\$160,000
2	Bonds and Insurance	LS	1	\$160,000	\$160,000
3	Startup and Testing	LS	1	\$10,000	\$10,000
<b>Materials</b>					
4	Replace steel piping w/ 8" ductile iron pipe	LF	7,824	\$175	\$1,370,000
5	Replace steel piping w/ 6" ductile iron pipe	LF	100	\$150	\$15,000
6	Appurtenances	LS	1	\$277,000	\$277,000
7	Pavement Replacement	SF	39,620	\$12	\$476,000
8	Service retrofit to front yard <sup>1</sup>	EA	189	\$2,907	\$550,000
<b>9</b>	<b>Subtotal</b>				<b>\$3,018,000</b>
10	Contractor OH&P			0%	\$0
11	Estimating Contingency			25%	\$754,500
12	Escalation Allowance			20%	\$603,600
<b>13</b>	<b>Total Construction Cost</b>				<b>\$4,376,100</b>
14	Engineering, CM, and Admin			20%	\$875,300
<b>15</b>	<b>Total Project Cost</b>				<b>\$5,251,400</b>

Notes:

1. Costs referenced from estimates in 2009 Master Plan by Kennedy Jenks and indexed to 7/22 costs.





**Project Name:**

2D-1 Pipeline Replacement.

**Project Location:**

The pipeline is located throughout the northeastern quadrant of Del Paso Manor Water District.

**Project Description:**

Install 900 LF of 12" pipeline, 3,741 LF of 8" pipeline and appurtenances; Retrofit 74 water service connections to front yards and install meter setters.

**Project Rationale:**

Abandon aging steel pipeline, improve distribution throughout the district, and provide mechanism to facilitate future meter installation

**Project Status:**

A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$90,000	\$90,000
2	Bonds and Insurance	LS	1	\$90,000	\$90,000
3	Startup and Testing	LS	1	\$10,000	\$10,000
<b>Materials</b>					
4	Replace steel piping w/ 12" ductile iron pipe	LF	900	\$200	\$180,000
5	Replace steel piping w/ 8" ductile iron pipe	LF	3,741	\$175	\$655,000
6	Appurtenances	LS	1	\$167,000	\$167,000
7	Pavement Replacement	SF	23,205	\$12	\$279,000
8	Service retrofit to front yard <sup>1</sup>	EA	74	\$2,907	\$216,000
9	<b>Subtotal</b>				<b>\$1,687,000</b>
10	Contractor OH&P			0%	\$0
11	Estimating Contingency			25%	\$421,800
12	Escalation Allowance			20%	\$337,400
13	<b>Total Construction Cost</b>				<b>\$2,446,200</b>
14	Engineering, CM, and Admin			10%	\$244,700
15	<b>Total Project Cost</b>				<b>\$2,690,900</b>

Notes:

1. Costs referenced from estimates in 2009 Master Plan by Kennedy Jenks and indexed to 7/22 costs.

4,641

0.8790

3.0764



**Project Name:**

2D-2 Pipeline Replacement.

**Project Location:**

The pipeline is located throughout the northeastern quadrant of Del Paso Manor Water District.

**Project Description:**

Install 3,965 LF of 8" pipeline, 200 LF of 6" pipeline and appurtenances; Retrofit 78 water service connections to front yards and install meter setters.

**Project Rationale:**

Abandon aging steel pipeline, improve distribution throughout the district, and provide mechanism to facilitate future meter installation

**Project Status:**

A portion of the original KJ project has been completed on Annette St. to Eastern and on Eastern Ave to Lyle St. Planning in Progress.

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$80,000	\$80,000
2	Bonds and Insurance	LS	1	\$80,000	\$80,000
3	Startup and Testing	LS	1	\$10,000	\$10,000
<b>Materials</b>					
4	Replace steel piping w/ 8" ductile iron pipe	LF	3,965	\$175	\$694,000
5	Replace steel piping w/ 6" ductile iron pipe	LF	200	\$150	\$30,000
6	Appurtenances	LS	1	\$144,800	\$144,800
7	Pavement Replacement	SF	20,825	\$12	\$250,000
8	Service retrofit to front yard <sup>1</sup>	EA	78	\$2,907	\$227,000
<b>9</b>	<b>Subtotal</b>				<b>\$1,516,000</b>
10	Contractor OH&P			20%	\$303,200
11	Estimating Contingency			25%	\$379,000
12	Escalation Allowance			20%	\$303,200
<b>13</b>	<b>Total Construction Cost</b>				<b>\$2,501,400</b>
14	Engineering, CM, and Admin			20%	\$500,300
<b>15</b>	<b>Total Project Cost</b>				<b>\$3,001,700</b>

Notes:

1. Costs referenced from estimates in 2009 Master Plan by Kennedy Jenks and indexed to 7/22 costs.



**Project Name:**

2C Pipeline Replacement.

**Project Location:**

The pipeline is located on Marilona Dr. heading east to Avalon Dr. The pipe then heads south onto Avalon Dr around Del Paso Manor Park. The pipe line continues down Maryal Dr. past El Camino Ave. and ends at Lusk Dr.

**Project Description:**

Install 2,400 linear feet of new 12" pipeline and appurtenances. Retrofit 96 water service connections to front yards and install meter setters.

**Project Rationale:**

Improve distribution throughout the district and provide mechanism to facilitate future meter installation.

**Project Status:**

Approximately 2,800 linear feet of 12" pipeline around Del Paso Manor Park has already been constructed with the completion of the Well 9 Project

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Mob/Demob	LS	1	\$55,000	\$55,000
2	Bonds and Insurance	LS	1	\$55,000	\$55,000
3	Startup and Testing	LS	1	\$10,000	\$10,000
<b>Materials</b>					
4	Replace piping w/12" ductile iron pipe	LF	2,400	\$200	\$480,000
5	Appurtenances	LS	1	\$96,000	\$96,000
6	Pavement Replacement	SF	12,000	\$12	\$144,000
7	Service retrofit to front yard <sup>1</sup>	EA	45	\$2,907	\$131,000
<b>8</b>	<b>Subtotal</b>				<b>\$971,000</b>
9	Contractor OH&P			0%	\$0
10	Estimating Contingency			25%	\$242,800
11	Escalation Allowance			20%	\$194,200
<b>12</b>	<b>Total Construction Cost</b>				<b>\$1,408,000</b>
13	Engineering, CM, and Admin			20%	\$281,600
<b>14</b>	<b>Total Project Cost</b>				<b>\$1,689,600</b>

Notes:

1. Costs referenced from estimates in 2009 Master Plan by Kennedy Jenks and indexed to 7/22 costs.

**Project Name:**

Survey Existing Sites.

**Project Location:**

District Wide.

**Project Description:**

Survey Existing Sites.

**Project Rationale:**

Determine property boundaries and infrastructure layout so that improvements can be designed.

**Project Status:**

Preliminary Planning In Progress.

**Cost Estimate:**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
<b>General</b>					
1	Survey Well Site 3	EA	1	\$20,000	\$20,000
2	Survey Well Site 4	EA	1	\$20,000	\$20,000
3	Survey Well Site 5	EA	1	\$20,000	\$20,000
4	Survey Well Site 6b	EA	1	\$20,000	\$20,000
5	Survey Well Site 8	EA	1	\$20,000	\$20,000
<b>6</b>	<b>Subtotal</b>				<b>\$100,000</b>

## TECHNICAL MEMORANDUM

Prepared for: **Del Paso Manor Water District**  
Prepared by: **Forsgren Associates, Inc.**  
Updated: **September 28, 2022**  
Subject: **Pipeline Replacement Material Recommendations**

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At the request of the Del Paso Manor Water District (DPMWD) board, Forsgren has prepared recommendations for materials to use in various pipeline replacement projects throughout the District. The question at hand is whether ductile iron (DI), or PVC (C900) is a more appropriate material for use in these. The choice for pipeline material is not only an engineering decision, but is also based on operator preference, District policies, material availability, both lifecycle and one-time costs, and site-specific criteria that could vary throughout the District. DI has been the material of choice in planning documents prepared for the District by previous consultants. Either material would be an acceptable choice for the District, however, at this preliminary stage, Forsgren recommends DI piping over C900 for the pipeline replacement projects. Advantages of each material are listed below:

### Advantages of C900

1. Initial cost – C900 is considerably less expensive than DI. Material cost of C900 can be as low as half the cost of DI, however, installation costs are slightly higher than for DI. Installed costs are still considerably lower than DI.
2. Corrosion resistance – C900 is non-corrosive, and does not require protection against corrosion. DI pipe requires wrapping of the pipe and mortar lining of the interior.
3. C Value – C900 has a higher C value than DI (150 vs 140), providing a smoother surface and less friction loss, however, the inner diameter of C900 pipe is smaller than that of similarly pressure rated DI pipe, so the C value could have a negligible effect.

### Advantages of DI

1. Consequence of Failure – DI pipe failures tend to be less catastrophic than failures of C900. Common C900 failures include ruptures and splitting, which can cause large leaks and require larger replacement lengths than DI. DI leaks are typically less catastrophic and don't always require urgent emergency repairs. The large ruptures seen in C900 often require replacement of entire 20 ft. sections of pipe, which requires larger excavations and larger asphalt repair than DI.
2. Resilience to cyclic fatigue – DI is more resilient to fatigue than C900, in fact, DI is not considered to be fatigue limited at all. Systems without storage tanks are dependent on wells working in harmony to keep their systems pressurized. The changes in direction of flow due to different wells starting and stopping cause recurring water hammer related pressure surges in the distribution system. Over time, these surges lead to cyclic fatigue in the distribution system piping.
3. Preference of adjacent systems – Sacramento Suburban Water System has voiced that they prefer to use DI over C900 due catastrophic failures they've seen with C900 that have required shutting down intersections to make emergency repairs.
4. Resilience to damage from accidental contact – Due to DI Pipe's higher strength than C900, it is more resistant to damage resulting from accidental contact during underground construction of adjacent utilities.

Due to the consequence of failure, and its resistance to cyclic fatigue, Forsgren recommends that DI pipe be used in pipeline replacement projects throughout the District.

**DEL PASO MANOR WATER DISTRICT**

**REGULAR BOARD MEETING**

**DATE: September 19, 2022**

**Item: 8.B**

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**SUBJECT: Capital Improvement Projects (CIP) Presentation For Consideration to be included in the Proposition 218 Rate Study**

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**CONTACT:**

Alan Gardner, General Manager

**EXECUTIVE SUMMARY**

In late 2021, the Sacramento Grand Jury admonished the District and recommended that the District, among other things, publish and distribute a report addressing the District's immediate and longer-term water quality, delivery, and fire flow infrastructure needs. Afterwards, the District was to notify the ratepayers of the needed improvements and commence a Proposition 218 study to increase rates and pay for the new improvements. To facilitate that process, the District had its consultant HyrdoScience complete the technical memorandum that supplemented the District's Water Master Plan. Next, the Board of Directors retained the services of Forsgren and Associates to serve as the District's engineers. More recently, the District entered into a professional services contract with Bartle Wells and Associates to prepare the Proposition 218 study.

This meeting focuses on the capital projects that Forsgren and staff have identified as near term and longer-term needed to ensure water quality, delivery, and fire flow needs of the District. To determine which projects to recommend, District staff and Forsgren Engineering have engaged in a complete review of the District's facilities from the 2009 Kennedy/Jenk's consultant's study. This included all the suggested projects and proposed infrastructure needs. Also reviewed was the HydroScience Technical Memo that became available on June 12, 2022, which was supportive of staff's and Forsgren's work.

Forsgren and staff propose a total of nine projects to be included in the Proposition 218 study as the most pressing near-term improvements. Longer-term projects will return for further analysis and review at a future meeting. The nine projects consist of five primary and four alternative choices.

Given all of the discussion this year about the potential significant increase to water rates, the proposed projects and related costs are much lower than initially considered because staff focused on the most important ones, as opposed to selecting all desired improvements. This modification still allows functionality of the District because the Board approved other emergency projects earlier this year that offset the additional need for CIP improvements. For example, the emergency projects such as repairs to Well 2 were immediately commenced followed by three automatic water interties with Sacramento Suburban Water District providing up to 2000 gpm each and better system management reducing leaks because the District (1) did not have fire flow since 2018; (2) had 3+ miles of old steel pipe that had excessive leaks; and (3) our Well's needed faster rehabilitation to secure our water supply and to avoid the 2022 cost of a new Well at \$4 to 6 million.

The original proposal was to replace all 3+ miles of the steel in this rate case, which would have required a substantial rate increase of approximately \$12 million for the CIP to fund just the pipes. Those same pipes could have been replaced in 2017 for only \$3-4 million. The original proposal would have also had an additional request for operations and maintenance needs. The radical increase in costs signifies the imperative that the District act swiftly to fund its most pressing concerns. This is because the same repair or improvement can exponentially increase in costs the longer it is delayed. By way of example only, if a car did not receive timely oil changes (~\$100), while the car owner would save the \$100 in not having the car serviced, soon thereafter, the car's engine would die and the repair would be over ten times the initial cost. Similarly here, the costs for the repairs can grow over time if they are not addressed now.

The nine primary and alternative projects now in the proposal for this case are all necessary. The five primary projects offer the best value, while the alternative projects are viable substitutes which were placed below the line simply to reduce the costs and rates in this case.

The Board of Directors will be asked to make a policy decision pertaining to Well 7 and Alternative 2D1 (pipes). The update to Well 7 has been included in the CIP list because it potentially provides the biggest value to the District since its rehabilitation can result in a new daily increase in supply of 500 gpm to potentially 1100 gpm. However, since developing this project, staff has learned in the last few weeks that there was an old contamination about 500 feet away from Well 7. It was remediated and tested, but only to 90' and our Well is over 400' deep.

As part of an update to Well 7, we must first investigate this prior plume to determine if it went down to the aquifers our Well pierces, and if it contaminated them. This investigation was never done at the time of the spill. It is important to make this the initial determination because 500' is within the reasonable cone of depression when the well is operating, and if there is remaining contamination, whether the contaminants would impact the water supply from Well 7. If the initial evaluation results in the conclusion that Well 7 is contaminated beyond the 90 feet, staff recommends abandoning that expensive remediation for the time being and moving forward with Alternative 2D1. This alternative replaces some of the steel pipe and is equivalent in cost and is recommended as a substitute.

### **RECOMMENDATION**

Review and consider the CIP projects presented. Accept staff's recommended project list or provide modifications.

### **ATTACHMENTS**

1. Forsgren PowerPoint Presentation

### **ENVIRONMENTAL CONSIDERATIONS**

The consideration and approval of the project list, without anything more, is not a project for purposes of CEQA. If the District decides to advance any of the projects, CEQA analysis will be conducted on a project level basis.

## **ITEM #9.A**

*Field Report on Current and Upcoming Project*





## DEL PASO MANOR WATER DISTRICT REGULAR BOARD MEETING FIELD REPORT

**MEETING DATE: October 03, 2022**

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### **AGENDA ITEM 9.A:**

**Leaks:** We had 1 mainline leak in the month of September and 1 service line leaks.

**Complaints:** We had no complaints in the month of September

**Water Waste:** We had 6 calls for water waste in the month of September.

### **Field Work:**

1. Waiting for estimate on sleeve for Well 2
2. Upkeep on Well sites for October 5th inspection
3. 58 USA's were marked
4. Monthly Coliform samples were absent
5. Installed curb stop for customer so they could replace their water line
6. SCADA upgrade is complete just working out a few bugs
7. Intertie control valves have been delivered to SSWD

### **Current and Upcoming Projects:**

1. Schedule replacement of 3 non-working meters at Kensington Apts.
2. Replacement of frozen curb stop

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**FIELD STAFF RESPONSIBLE FOR REPORT: Mike Jenner, Field Manager  
10/03/2022**

## **ITEM #11 A-D**

*Update and District Attorney's Closure of Brown Act Complaint*

*Update on Status of District Vehicles*

*Update on JPIA Reinspection*

*State Inspection is scheduled for October 5, 2022*

**DEL PASO MANOR WATER DISTRICT**  
**REGULAR BOARD MEETING**

**DATE: October 03, 2022**

**Item: 11.A**

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**SUBJECT: Update and District Attorney's Closure of Brown Act Complaint**

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**CONTACT:**

Alan Gardner, General Manager

**EXECUTIVE SUMMARY**

On or around August 5, 2022, the District received a letter from the District Attorney advising it that it was looking into an allegation of a Brown Act Violation. The District responded through its general counsel and on September 26, 2022, the District Attorney closed out the investigation, concluding that they did not find that the District violated the Brown Act.

**ATTACHMENTS**

1. Sacramento District Attorney Letter Dated 08/05/2022
2. DPMWD Response to District Attorney Dated 08/17/2022
3. Response from District Attorney Dated 09/22/2022

**ENVIRONMENTAL CONSIDERATIONS**

The consideration and approval of the above resolution is not a project for purposes of CEQA.



# Sacramento County District Attorney's Office

ANNE MARIE SCHUBERT  
District Attorney

Rod Norgaard  
Chief Deputy

Michael M. Blazina  
Assistant District Attorney

August 5, 2022

Del Paso Manor Water District  
1817 Maryal Drive, #300  
Sacramento, CA 95864

Re: Brown Act Violation

Dear District Members:

The Sacramento County District Attorney's Office has received a complaint alleging that a Brown Act violation (Gov. Code § 54950 et seq.) occurred during a public meeting conducted by the Del Paso Manor Water District on July 5<sup>th</sup>, 2022. The complaint alleges that in relation to an agenda item involving the approval of a bonus for the Water District Office Manager, supporting documentation and information was not available to the public in accordance with Government Code section 54957.5.

Please respond to these allegations. You may provide copies of all necessary documents and/or information relating to this complaint. Please forward these materials to District Attorney Criminal Investigator Scott Maldonado at the Sacramento County District Attorney's Office, 901 G Street, Sacramento, CA 95814. Investigator Maldonado can also be reached at (916) 874-6878.

Your prompt attention to this matter is greatly appreciated.

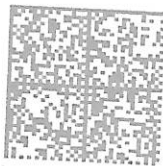
Sincerely,

ANNE MARIE SCHUBERT  
DISTRICT ATTORNEY

Charles A. Gonzalez  
Supervising Deputy District Attorney  
Special Investigations & Public Integrity Unit

OFFICE OF  
**DISTRICT ATTORNEY**  
901 G Street  
Sacramento, CA 95814

Del Paso Manor Water District  
1817 Maryal Drive, #300  
Sacramento, CA 95864



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**RECEIVED**  
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MONA G. EBRAHIMI  
mebrahimi@kmtg.com

August 17, 2022

**VIA U.S. MAIL**

Scott Maldonado, Criminal Investigator  
Sacramento County District Attorney's Office  
901 G Street  
Sacramento, CA 95814

Re: Del Paso Manor Water District – Brown Act

Dear Mr. Maldonado:

My firm represents the Del Paso Manor Water District ("District"), and I serve as the District's general counsel. On August 15, 2022, the District received a letter from District Attorney Schubert, dated August 5, 2022, explaining that your office received a complaint alleging the District committed a violation of the Brown Act (Government Code § 54950 et seq.) Specifically, the allegation suggested that the presentation of an item on the District's July 5, 2022 agenda relating to the merit bonus of the District's Office Manager did not comply with the requirements of Government Code section 54957.5.

Government Code section 54957.5 mandates that agendas of public meetings and any other writings, **when distributed to all**, or a majority of all, of the members of a legislative body of a local agency with a matter subject to discussion or consideration at an open meeting of the body must be made available for public inspection before, during, or after the meeting, depending on who provides the written materials and when the legislative body receives the written materials. Neither Government Code section 54957.5, nor any other provision of the Brown Act, requires that all written materials that could conceivably underlie an action be provided to the legislative body before that legislative body can discuss or take action on an appropriately agendized item. Rather, the Brown Act simply seeks to ensure that the public is not deprived of seeing and reviewing the same materials that are provided to the elected officials.

On July 5, 2022 the District's Board of Directors held a regular meeting pursuant to Government Code section 54953(e) and in compliance with all other sections of the Brown Act. Pursuant to Government Code sections 54954.2 and 54957.5, the District took the following actions to provide notice of the Board's upcoming meeting:

- The meeting's agenda and entire board packet was delivered via email to the Board of Directors at 1:24 p.m. on June 30, 2022. (See Attachment 1.)
- The agenda and the entire board packet were immediately posted on the District's website in searchable and downloadable format.

Scott Maldonado, Criminal Investigator  
Re: Del Paso Manor Water District – Brown Act  
August 17, 2022  
Page 2

- A hard copy of the agenda was posted and accessible to the public 24 hours a day as of 4:00 p.m. on June 30, 2022, outside the District's administrative office located at 1817 Maryal Drive, Sacramento. (See "Certification of Posting" on Attachment 2.)
- Beginning at 4:00 p.m. on June 30, 2022 and up to the commencement of the July 5, 2022 meeting, a hard copy of the entire board packet was made available at the District's administrative office located at 1817 Maryal Drive, Sacramento during business hours for any member of the public to pick up.
- The July 5, 2022 agenda and entire board packet, as well as a recording of the Board's meeting remains available online at the District's website in a searchable and downloadable format under the "JULY 05" calendar heading. (See <https://www.delpasomanorwd.org/2022-07-05-board-of-directors-regular-meeting-6-00pm>).
- A hard copy of the July 5, 2022 agenda and entire board packet can be requested by any person and will be provided by the District in accordance with Government Code section 54957.5 and the California Public Records Act, Government Code section 6250 et seq. upon such request.

Most relevant to the District Attorney's inquiry, the Board's action on Item 8E on the July 5, 2022 agenda "Consideration and Approval of a Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe" ("Item 8E") did not violate Government Code section 54957.5, as alleged. The Board of Directors was provided a staff report and resolution offering an explanation of, and recommendation for, a merit bonus (See "Item 8E" in Attachment 1), in an amount subject to the Board's discretion, for Office Manager Victoria Hoppe. No other written materials related to Item 8E were provided to Board Members during that meeting. Following open deliberation and public comment, the Board of Directors ultimately awarded Ms. Hoppe a one-time merit bonus in the amount of \$6,600. (See Attachment 3.) As is required, the District made the agenda and all written materials related to agenda items available to the legislative body and to the public. At no point was the Board provided documents that were not already part of published packets. The notice of these documents and the documents themselves were provided digitally and in hard copy form as early as June 30, 2022, more than 72 hours prior to the July 5, 2022 meeting. These actions are compliant with all relevant provisions of the Brown Act, including Government Code section 54957.5.

What is so disappointing about the allegation is that Item 8E was intentionally designed to offer the fullest transparency to the public. That is because the General Manager is charged with overseeing and managing staff, inclusive of reviews; this decision was within his spending authority. However, the Board, conscientious of its past, elected to bring this action before the Board. Perhaps the saying "no good deed goes unpunished" is relevant here.

With the support of the materials referenced above and attached herein, the District believes the complaint that your office received is incorrect, should be immediately dismissed, and the District be publicly absolved.



Scott Maldonado, Criminal Investigator  
Re: Del Paso Manor Water District – Brown Act  
August 17, 2022  
Page 3

Thank you for the opportunity to promptly respond to this issue. Do not hesitate to contact me if you have any questions.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
A Professional Corporation



MONA G. EBRAHIMI

MGE

Attachment(s) as stated





# ATTACHMENT 1

**From:** [Victoria Hoppe](#)  
**To:** [Director Saunders](#); [Director Macias](#); [Director Dolk](#); [Director Matteoli](#); [Director Pratt](#)  
**Cc:** [General Manager](#); [Alan](#); [Ebrahimi, Mona G.](#); [Pacheco, Elena](#); [Mike Jenner](#); [Norma Alley](#); [adriscoll@forsgren.com](mailto:adriscoll@forsgren.com); [henriquezj@saccounty.gov](mailto:henriquezj@saccounty.gov); [Dan York](#)  
**Subject:** Regular Board Meeting - July 05, 2022 @ 6:00PM  
**Date:** Thursday, June 30, 2022 1:24:53 PM  
**Attachments:** [Agenda 05JUL22.pdf](#)  
[Board Packet 05JUL22.pdf](#)

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Hello,

Please see attached agenda and board packet for the upcoming 07/05/2022 regular meeting. Please remember all meetings will now begin at 6:00pm unless otherwise specified.

This is a 'teleconference' meeting. Printed/hard copy board packet are available for pickup at the district office during business hours M-F between 8:30am & 4:00pm.

Thank you,  
- Victoria Hoppe

**Del Paso Manor Water District**  
**1817 Maryal Drive, Ste. 300**  
**Sacramento, CA 95864**  
**(916) 487-0419**





**REGULAR MEETING OF THE BOARD OF DIRECTORS  
DEL PASO MANOR WATER DISTRICT**

**July 05, 2022 6:00 PM  
1817 Maryal Drive, Suite 300, Sacramento 95864**

The Del Paso Manor Water District Board of Directors meeting will be conducted virtually pursuant to the provisions of Assembly Bill 361 amending the Ralph M. Brown Act and Government Code Section 54953(e) and without compliance with Section 54953(b)(3) related to conducting public meetings during the COVID-19 pandemic based on the current State recommendations on social distancing.

**Note:** Given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference only. Members of the public may call into the teleconference to participate. The District will also accept written public comment letters that are emailed to [dpmwdclerk@delpasomanorwd.org](mailto:dpmwdclerk@delpasomanorwd.org). Please include the specific agenda item and date of the meeting in the subject line of your email.

We encourage Board members and participants to join the teleconference 15 minutes early. Due to high call volumes, we ask that Board members and participants retry calling in if there is a busy signal or if you cannot successfully connect to the meeting when you call in.

**Teleconference Information:**

**Join Zoom Meeting Link:**

<https://us06web.zoom.us/j/97737667936?pwd=NnBxVm5wRnRrZXVSVGhZbWd2b0FFUT09>

**Meeting ID: 977 3766 7936      Passcode: 473630**

**Dial By Phone**

**US (SAN JOSE) +1 669 900 6833**

**US (TACOMA) +1 253 215 8782**

**AGENDA**

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**President:**            Saunders  
**Directors:**            Dolk  
                              Macias  
                              Matteoli  
                              Pratt

**3. ADOPTION OF AGENDA:** Members may pull an item from the agenda.

**4. PUBLIC COMMENTS:** The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

**5. CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

**Item 5.A:** A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.

**Recommendation:** Adopt Resolution pursuant to GC Section 54952(b) and Assembly Bill 361.

Attch: Resolution No. 22-0705-01

**Item 5.B:** Approval of Minutes of the June 6, 2022 Meeting

**Recommendation:** Approve minutes of the June 6, 2022 meeting.

**Item 5.C:** Approval of Warrants and Payroll

**Recommendation:** Approval of Warrants and Payroll.

Attch: June 2022 Approved/Paid Warrants  
July 2022 Warrants for Approval  
Board of Directors Compensation Summary (June 2022)

**6. PUBLIC HEARING:**

**7. OLD BUSINESS:**

**8. NEW BUSINESS:**

**Item 8.A: Budget to Actuals**

**Recommendation:** Review and discuss budget to actuals.

Attch: Budget to Actual Comparison - July 1, 2021 to June 30, 2022

**Item 8.B: Resolution No. 22-0705-02 Re-Authorizing District Investment in the Local Agency Investment Fund**

**Recommendation:** Staff recommends adoption of Resolution No. 22-0705-02

Attch: Staff Report  
Resolution No. 22-0705-02 of the Board of Directors of the Del Paso Manor Water District re-authorizing district investment in the local agency investment fund

**Item 8.C: Request for Proposal for Water Rate Consultant**

**Recommendation:** Staff recommends that the Del Paso Manor Water District Board of Directors approve issuance of a Request for Proposals to hire a consultant to prepare a cost-of-service study for water service rates.

Attch: Staff Report  
Request For Proposals for Water Rates Study Services

**Item 8.D: Request for Proposals Seeking a Contract for Public Relations and Community Outreach**

**Recommendation:** Staff recommends the approval of the attached Request for Proposals for a District public relations firm.

Attch: Staff Report  
Request for Proposals – Public Relations and Community Outreach Services

**Item 8.E: Consideration and Approval of a Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe**

**Recommendation:** The General Manager recommends approval of the Resolution No. 22-0705-03.

Attch: Staff Report  
Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe

9. **FIELD REPORT:** Verbal report

**Item 9.A: Field Report on Current and Upcoming Project**

Attch: June 2022 Field Report

10. **CLOSED SESSION:**

11. **GENERAL MANAGERS COMMENTS:** Verbal report

**Item 11.A: 11.1:**

12. **DIRECTORS COMMENTS:** Verbal information, non-action comments.

13. **FUTURE AGENDA REQUESTS:** Directors can suggest topics they would like on future agendas


14. **ADJOURNMENT:** Next Regular Board of Directors meeting is scheduled for July 18th, 2022

**CERTIFICATION OF POSTING:**

I, Victoria Hoppe, Office Manager of the Del Paso Manor Water District, do hereby declare under penalty of perjury that the foregoing agenda for the Regular meeting of the Board of Directors has been posted at the administrative office, and District website of the District and at least 72 hours prior to the meeting date.

Date Posted: June 30, 2022

Time posted: 4:00 P.M.

Signature: 

Office Manager  
Del Paso Manor Water District

**OTHER IMPORTANT INFORMATION**

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on its agenda but will not act on those items unless action is urgent, and a resolution is passed by two-thirds (2/3) vote declaring the need for action arose after posting of the agenda.

This agenda has been prepared and posted in compliance with the provisions of the Ralph M. Brown Act, and specifically the provisions of Sections 54954.2 and 54954.3 of the Government Code. Board action may occur on any identified agenda item. Any member of the public may address the Board on any identified agenda item of interest after board discussion has ended on that item, and if there is a motion, before the vote is taken. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

**PUBLIC COMMENTS:** If you would prefer to submit public comments in writing, please email your comments to [dpmwdclerk@delpasomanorwd.org](mailto:dpmwdclerk@delpasomanorwd.org) no later than 12:00pm the day of the meeting. If you are commenting on a specific agenda item, or items, please state the agenda item number(s) in the subject line of the email. All comments received via email will be provided to the Board in writing and included as part of the record of the meeting.

**DISABLED OR SPECIAL NEEDS ACCOMMODATION:**



In compliance with the Americans with Disabilities Act, Del Paso Manor Water District encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 487-0419 at least 72 hours in advance of the public meeting or hearing you wish to attend so that we may make every reasonable effort to accommodate you.

## **ITEM #5.A**

*A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.*

**RESOLUTION NO. 22-0705-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF DEL PASO MANOR WATER DISTRICT PURSUANT TO BROWN ACT PROVISIONS.**

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**RECITALS**

WHEREAS, the Del Paso Manor Water District ("DPMWD") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of DPMWD legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq., so that any member of the public may attend, participate, and watch DPMWD's legislative bodies conduct their business; and

WHEREAS, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code section 54953(e)(1) provides a legislative body may meet via teleconference if the Governor has proclaimed a state of emergency pursuant to Government Code section 8625 proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558 and either (i) state or local officials have imposed or recommended measures to promote social distancing, (ii) the legislative body meets to determine by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, or (iii) the legislative body has voted as such and is meeting pursuant to that vote; and

WHEREAS, a legislative body's decision to meet pursuant to Section 54953(e) must be reevaluated and renewed at least every thirty (30) days and, in that time, the body must reconsider the circumstances of the state of emergency and find either (i) a state of emergency remains active and continues to directly impact the ability of the members to meet safely in person or (ii) state or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency pertaining to the threat to human health and safety posed by the COVID-19 virus pandemic and that proclamation remains in effect to this day statewide; and

WHEREAS, the virus has short- and long-term effects – fever and chills, cough, shortness of breath and difficulty breathing, fatigue, headache, nausea, vomiting, gastrointestinal issues, loss of taste and smell, death – and its prolific spread is severely impacting the health care system, inhibiting access to care for COVID-19 symptoms and other ailments; and



WHEREAS, while being vaccinated significantly decreases the likelihood of contracting or dying from the virus, vaccinated and unvaccinated people alike can carry, transmit, and be affected by the virus; and

WHEREAS, the COVID-19 virus, and its variants, is spread through the air when a person who is carrying the virus, whether he or she is showing symptoms or not, is in close proximity to another person; and

WHEREAS, while the COVID-19 virus remains present in the community, allowing members of the DPMWD's legislative bodies and members of the public to meet in person continues to present an imminent risk to attendee health and safety beyond the control of DPMWD services, personnel, equipment, and facilities; and

WHEREAS, pursuant to Government Code section 8635 et seq., the Board has the authority during a state of emergency to take all actions necessary to perform its functions in the preservation of law and order, preservation of the furnishing of local services, and protection of life and property, which includes the authority to direct meetings of all DPMWD legislative bodies to be held via teleconference pursuant to this Resolution; and

WHEREAS, the Board adopted Resolution No. 2021-07-12 on December 7, 2021, finding that the requisite conditions exist for DPMWD legislative bodies to hold meetings via teleconference pursuant to Government Code section 54953(e) and without compliance with Section 54953(b)(3); and

WHEREAS, the Board has reconsidered the circumstances of the state of emergency issued by the Governor, does hereby find emergency conditions persist in DPMWD's service area that directly impact the ability of meeting attendees members to meet safely in person, and desires for DPMWD legislative bodies to continue to meet pursuant to Government Code section 54953(e); and

WHEREAS, the Board does hereby find that DPMWD legislative bodies shall conduct their meetings pursuant to Government Code section 54953(e) by offering all meeting attendees access and an opportunity to comment via a teleconference and/or video conference option; and

WHEREAS, DPMWD has taken and is taking measures to ensure public access and opportunity to offer public comment, including by providing teleconference and/or video conferencing access to members of the public for all meetings of DPMWD legislative bodies.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DEL PASO MANOR WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Emergency. The Board hereby proclaims that a state of emergency continues to exist throughout the DPMWD operating area.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, and applicable statewide.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of Del Paso Manor Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from its effective date, (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Del Paso Manor water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953, or (iii) the Board acts to rescind this Resolution.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Ryan Saunders, President  
Board of Directors

ATTEST:

---

Alan Gardner, General Manager

**ITEM #5.B**

*Approval of Minutes of the June 6, 2022 Meeting*



**REGULAR MEETING OF THE BOARD OF DIRECTORS  
DEL PASO MANOR WATER DISTRICT**

**DRAFT MINUTES**

**June 6, 2022, 6:00 PM  
1817 Maryal Drive, Suite 300, Sacramento 95864**

**1. CALL TO ORDER:**

President Saunders called the meeting to order at 6:00 pm.

**2. ROLL CALL:**

Directors Present: President Ryan Saunders, Carl Dolk, Osmar Macias, Bob Matteoli and Gwynne Pratt

Staff Present:	General Manager	Alan Gardner
	Office Manager	Victoria Hoppe
	Field Manager	Mike Jenner
	Certified Public Accountant	Robert Merritt
	District Engineer	Alan Driscoll
	General Counsel	Elena Pacheco

A quorum of the Board was present.

**3. ADOPTION OF AGENDA:** Members may pull an item from the agenda.

(1:36)

Upon call for public comment, no one from the public addressed the Board.

There was a motion by Director Pratt to adopt the agenda. Director Macias seconded the motion. The agenda was adopted on a 5 Yes/0 No roll call vote.

**4. PUBLIC COMMENTS:** The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD President. Comments will be accepted via teleconference.

(5:50)

Written testimony was acknowledged as received and entered into the record.

Trish Harrington provided public comment.

**5. CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

(11:58)

Director Macias requested to pull item 5.C. and Director Matteoli requested to pull item 5.B. from the Consent Calendar for separate consideration.

Upon call for public comment, no one from the public addressed the Board.

**Item 5.A:** A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.

Director Pratt made a motion to approve the Resolution authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.

**Item 5.B:** Approval of Minutes of the May 3, 2022 Meeting

Upon call for public comment, no one from the public addressed the Board.

Director Dolk made a motion to a approve the meeting minutes of May 3, 2022. Director Pratt seconded the motion. The motion passed on a 5 Yes/0 No roll call vote.

Director Dolk made a motion to amend the May 3, 2022, minutes to add 'Carol Rose provided public comment'. Director Pratt seconded the motion. The motion passed on a 5 Yes/0 No/1 Abstained (Matteoli) roll call vote.

**Item 5.C:** Approval of Warrants and Payroll

General Manager Alan Gardner fielded questions regarding the warrants and payroll.

Upon call for public comment, no one from the public addressed the Board.

Director Pratt made a motion to approve the warrants and payroll deleting reimbursement line to Director Pratt. Director Macias seconded the motion. The motion passed on a 5 Yes/0 No roll call vote.

**6. PUBLIC HEARING:**

There were no Public Hearing items to consider.

**7. OLD BUSINESS:**

There were no Old Business items to consider.

**8. NEW BUSINESS:**

(37.07)

**Item 8.A: Budget to Actuals.**

General Manager Alan Gardner and Certified Public Accountant Robert Merritt presented the budget actuals and fielded questions.

Written testimony acknowledged as received and entered into the record.

Roy Wilson provided public comment.

**Item 8.B: November 8, 2022 Election**

Upon call for public comment, no one from the public addressed the Board.

Director Pratt made a motion to approve Resolution 22-0606-02 deleting duplicative paragraph. Director Matteoli seconded the motion. The motion passed on a 5 Yes/0 No roll call vote.

**Item 8.C: Draft Response to the Grand Jury Response**

Item pulled to be heard at the special meeting, June 8, 2022, at 7:00 pm.

**Item 8.D: Request for Further Guidance Prior to Issuing RFP for Public Relations Firm**

General Manager Alan Gardner presented the item and fielded questions from the Board.

Written testimony acknowledged as received and entered into the record.

Roy Wilson provided public comment.

The Board directed the General Manager to bring the RFP before the Board for approval prior to publication.

**Item 8.E: For Preliminary Discussion -- The Scope of the 218 and Subsequent Project Funding Mechanisms**

General Manager Alan Gardner presented the staff report and fielded questions from the Board.

Roy Wilson provided public comment.

**Item 8.F: Approve Resolution Approving Cost Sharing Agreement with Sacramento Suburban Water District for Automation of Interconnections Pursuant to Mutual Aid and Assistance Agreement for a Cost Not to Exceed**

General Manager Alan Gardner presented the staff report and fielded questions from the Board.

Upon recommendation from General Council, this item was continued to special meeting, June 8, 2022, at 7:00 pm, due to missing attachments.

Written testimony acknowledged as received and entered into the record.

**9. FIELD REPORT:** Verbal report

(2:40:03)

**Item 9.A. Field Report on Current and Upcoming Project**

Field Manager Mike Jenner summarized his written report.

**10. CLOSED SESSION:**

(3:32:35)

**Item 10.A: Public Employee Performance Evaluation pursuant to Gov. Code section 54957(b)(1); General Manager**

Upon call for public comment, no one from the public addressed the Board.

President Saunders recessed the open session and called the closed session to order at 8:48 pm. The open session reconvened at 9:32 pm.

President Saunders reported next steps in review process, including a performance evaluation and long and short-term goals to be discussed at Board meeting of June 20, 2022.

**11. GENERAL MANAGERS COMMENTS:** Verbal report

(3:40:00)

- Item 11.A:** 11.1: Status of Budget Development  
11.2: Status of CCR  
11.3: When filing for candidacy, candidates may submit a 200-word statement to be included in the County Vote Information Guide. Total cost per candidate is \$450

General Manager Alan Gardner reported on the items listed on the agenda.

**12. DIRECTORS COMMENTS:** Verbal information, non-action comments.

(3:34:40)

Director Macias commented on small water suppliers and lawsuits regarding water systems; Director Matteoli commented on ACWA expenses and reimbursements and inquired about update of hiring process; Director Pratt requested for reconsideration of classification and salary of the office manager; and President Saunders commented on setting of the agenda and the addition of an item titled Future Agenda Requests.

**13. FUTURE AGENDA REQUESTS:** Directors can suggest topics they would like on future agendas

(3:53:16)

Director Dolk requested a presentation regarding delinquent account policy and procedures; Director Matteoli requested an item regarding independent long-term salary and staffing analysis, water rights within District and selling and transfer of water; and Director Pratt requested an item regarding reclassification.

**14. ADJOURNMENT:** Next Regular Board of Directors meeting is tentatively scheduled for May 16, 2022

Director Pratt made a motion to adjourn. Director Matteoli seconded the motion. There being no further business, the Board of Directors meeting adjourned at 10:11 pm.

APPROVAL:

ATTEST:

\_\_\_\_\_  
Ryan Saunders, President of the Board

\_\_\_\_\_  
Norma I. Alley, MMC, Clerk of the Board



## **ITEM #5.C**

*Approval of Warrants and Payroll*

**Del Paso Manor Water District  
JUNE 2022 VENDORS FOR APPROVAL**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health		\$0.00	
ADP	Payroll		\$19,004.27	EFT
ADP Taxes	Payroll Taxes		\$9,474.23	EFT
Appletree Answers	Answering service		\$456.70	CC
Aqua Sierra Controls, Inc.	Well 2 Control Motor (VFD)		\$3,093.33	10326
Aqua Sierra Controls, Inc.	Well 2 Motor Control (PLC)		\$4,640.00	10326
AT&T	Maryal Office Internet		\$69.55	CC
AT&T	Lusk Office		\$251.33	CC
AT&T	Maryal Office Phone & Fax		\$196.52	CC
AT&T Mobility	District Cell Phones & iPads		\$411.08	CC
B&B Locating Inc.	2825 Villa Vista leak locate		\$900.00	10327
BSK	Labs		\$393.00	10347
CalPers	Employee Contribution - Pepra		\$3,496.04	EFT
CalPers	Health		\$9,924.78	EFT
CalPers	Unfunded Liability - Classic		\$5,386.00	EFT
CalPers	Unfunded Liability - Pepra		\$0.17	EFT
CTA Engineering & Surveying	Well 7 Right of Way Package Submittal		\$1,630.00	10328
DEX.YP	Yellow Pages		\$15.50	CC
Emigh Hardware	Material/Supplies		\$97.11	10346
First Foundation Bank	Loan Payment		\$250,515.00	10350
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2022 (On-Call Services 2022)		\$6,251.25	10329
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2022 (Tech Memo Coordination)		\$5,916.25	10329
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2022 (Road Map Prep.)		\$12,113.75	10329
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2022 (SSWD Intertie Design)		\$6,638.75	10329
GM Construction & Developers, Inc.	Country Club Plaza Service Upgrade		\$8,860.00	10330
Inland Business Systems	Photocopy Machine (Final Payment)		\$60.01	CC
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through April 2022		\$17,999.73	10331
Jorgensen Company	Annual Maintenance for Fire Extinguishers		\$395.00	10332
Legacy Cleaning Services	Maryal office		\$160.00	CC
Munibilling	Heartland Return Fee (April 2022)		\$10.00	10341
One Print Source & Graphics	Business Cards (Field Manager)		\$57.20	10342
PG&E	Gas		\$17.69	CC
Rawles Engineering Inc.	2825 Villa Vista Emergency Repair		\$10,406.00	10333
Rawles Engineering Inc.	3900 Kings Way Emergency Repair		\$3,832.00	10333
Regional Government Services (RGS)	April 2022 Clerk Services		\$1,718.50	10334
Robert Merritt	CPA - Services Rendered Through April 2022		\$1,330.00	10335
Sacramento County Utilities	Utilities		\$195.22	CC
Sierra Chemical Company	Chemicals		\$250.80	10348
Sierra Chemical Company	Chemicals		\$200.64	10348
Sierra Chemical Company	Chemicals		\$367.84	10348
Smud	Account# 6190159		\$1,164.95	CC
Smud	Account# 7000000179		\$5,781.18	10343
Streamline	Website		\$200.00	CC
Terrapin Technology Group	Software / Computers		\$219.95	10340
Total Compensation Systems, Inc.	GASB 75 Full Valuation - 2nd Installment		\$1,350.00	10336
Uinta Holdings, LLC	July 2022 Rent		\$2,450.00	10349
Umpqua Bank	District Credit Card		\$14,538.95	10337
USA BlueBook	Well Parts		\$564.78	10338
USA BlueBook	Well Parts		\$6,270.94	10338
VOYA	May 2022 Employee Contribution		\$400.00	10345
Wex Bank	Gas		\$284.66	10339
Wizix Technology Group, Inc.	Photocopy Machine		\$34.67	CC
<b>MONTHLY TOTAL-----&gt;</b>			<b>\$0.00</b>	<b>\$419,995.32</b>

Approved at 06/06/2022 Regular Meeting

TOTAL CHECKS ISSUED: 24

PAID VIA CREDIT CARD (CC): 13

PAID VIA ELECTRONIC FUNDS TRANSFER (EFT): 6

\* DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE

**UMPQUA DISTRICT CREDIT CARD - PAID JUNE 2022**

VENDORS NAME	DESCRIPTION	AMOUNT	PAID DATE
Amazon	Paper Towels & Copy Paper	109.33	6/13/2022
Amazon	Stamps	155.00	6/13/2022
Amazon	Packing Tape & Envelopes	54.54	6/27/2022
Amazon	Front Door Sign	30.12	6/27/2022
Appletree	Answering Service	456.70	6/8/2022
AT&T	Maryal Office Phone & Fax	196.52	06/15/2022
AT&T	Lusk Office	251.33	6/8/2022
AT&T	District Cell Phones & iPads	411.08	6/15/2022
AT&T	Maryal Office Internet	69.55	6/15/2022
California Special Districts Association (CSDA)	O&M Tech Job Posting	105.00	6/15/2022
Dex YP (Yellow Pages)	Yellow Pages	15.50	6/8/2022
UPS Store	Overnight Loan Payment to First Foundation Bank	55.43	6/15/2022
Inland Business Systems	Photocopy Machine (Final Payment)	60.01	6/8/2022
Legacy Cleaning	Maryal Office	160.00	6/15/2022
Mike's Mobile Screen & Chimney Service	Final Payment for Security Screens	2,624.17	6/21/2022
PG&E	Gas	19.04	6/3/2022
Sacramento County Utilities	Utilities	200.17	6/8/2022
Smud	Power	1,164.95	6/8/2022
Streamline	Website	200.00	6/8/2022
Subway	Office Lunch	22.25	6/22/2022
Zoom	Cloud Recording	40.00	6/4/2022
Wizix Technology Group, Inc.	Photocopy Machine	34.67	6/8/2022
<b>MONTHLY TOTAL-----&gt;</b>		<b>6,435.36</b>	



Del Paso Manor Water District  
BOD Compensation Expense Summary  
JUNE 2022

JUNE 2022 MEETINGS		DOLK	MACIAS	MATTEOLI	PRATT	SAUNDERS
	<b>Board Meetings</b>					
6/6/2022	DPMWD - Regular Board Meeting	1	1		1	1
6/15/2022	DPMWD - Special Board Meeting	1	1	1	1	1
6/20/2022	DPMWD - Regular Board Meeting	1	1	1	1	1
6/22/2022	DPMWD - Special Board Meeting	1	1	1	1	1
6/30/2022	DPMWD - Special Board Meeting	1	1	1	1	1
	DPMWD - Emergency Board Meeting					
	<b>ADHOC Committee Meetings</b>					
	Finance Standing Committee Meeting					
	Succession Planning Committee					
6/17/2022	Budget Planning Committee	1				1
6/16/2022	General Manager Evaluation					1
	<b>Other Meetings</b>					
	American Water Works Association (AWWA)					
	Association of California Water Agencies (ACWA)					
4/28/2022	Attorney Meeting			1		
	California Rural Water Authority (CRWA)					
	California Special District's Association (CSDA)					
5/25/2022	District Engineer/Counsel/GM Meeting					1
	DPMWD - AB1234 Ethics Training					
	Regional Water Authority (RWA)					
6/9/2022	Sacramento Groundwater Authority (SGA)			1		
	Sacramento Suburban Water District (SSWD)					
	Sexual Harassment Prevention Training (AB1825)					
	Water Forum					
	<b>June Monthly Meeting Totals</b>					
	TOTAL MEETINGS	6	5	6	5	8
	TOTAL COMPENSATED MEETINGS	6	5	6	5	8
	TOTAL COMPENSATION	\$600	\$500	\$600	\$500	\$800

## **ITEM #8.A**

*Budget to Actuals*

Del Paso Manor Water District  
Expense Budget To Actual Comparison  
July 1, 2021 to June 30, 2022

Notes

	Year to Date July 1, 2021 to June 30, 2022	Budget	Percent of Budget	
<b>Employee Related</b>				
Management Salaries	101,976	120,000	84.98%	
Staff Salaries	202,964	195,787	103.67%	
Director Fees	18,600	20,000	93.00%	
Payroll Taxes	25,354	25,688	98.70%	
PERS Retirement	86,967	80,000	108.71%	
Health	62,614	94,632	66.17%	
Retiree Health Benefits & OPEB	67,279	108,000	62.30%	
<b>Total Employee Related</b>	<b>565,754</b>	<b>644,107</b>	<b>87.84%</b>	
<b>Administration</b>				
Insurance	34,463	18,850	182.83%	4
Office Expense	73,402	65,320	112.37%	
Building Maintenance	11,124	Not budgeted	N/A	
Audit Fees	10,220	11,500	88.87%	
Legal Fees	135,401	40,000	338.50%	
Litigation Settlement	20,000	Not budgeted	N/A	
Miscellaneous	2,983	1,000	298.30%	
Relocation	11,235	Not budgeted	N/A	
Professional Administration Fees	81,879	32,200	254.28%	1
Bank Charges	2,136	300	712.00%	
Professional Dues	47,272	41,950	112.69%	
Professional Meetings	3,745	1,000	374.50%	
Cert/Continuing Education	505	2,000	25.25%	
<b>Total Administration</b>	<b>434,365</b>	<b>214,120</b>	<b>202.86%</b>	
<b>Operations</b>				
Power	77,812	82,400	94.43%	
Repairs & Maintenance	168,216	125,100	134.47%	2
Lab Fees	2,615	18,000	14.53%	
Backflow Program	1,415	Not Budgeted	N/A	
Engineering	59,224	Not Budgeted	N/A	
City Water	3,140	5,900	53.22%	
<b>Total Operating</b>	<b>312,422</b>	<b>231,400</b>	<b>135.01%</b>	
<b>Total Employee Related, Administration and Operating Expenses</b>	<b>1,312,541</b>	<b>1,089,627</b>	<b>120.46%</b>	
<b>C.I.P.</b>				
New Pipeline	25,760	10,000	257.60%	3
Miscellaneous	10,356	10,000	103.56%	
New Well/Well Additions/Generators	-	68,000	0.00%	
Well Maintenance	10,675	25,000	42.70%	
Interest Expense & Principal Debt Payment	324,052	335,300	96.65%	
<b>Total C.I.P.</b>	<b>370,843</b>	<b>448,300</b>	<b>82.72%</b>	
<b>Total water sales through June 2022</b>	<b>1,379,106</b>			
<b>Planned system maintenance charges through June 2022</b>	<b>594,506</b>			

**Amounts above are not audited**

- 1 Additional professional administration fees include Regional Government Services, Muni Billing, Terrapin and the prior general manager
- 2 Leak repairs and field supplies are more than expected
- 3 Winding Way and Country Club Mall projects
- 4 Liability and workers compensation more than expected

July 2021 to

	<u>June 2022</u>	<u>Budget</u>	<u>Percentage of Budget</u>
<b>Employee Related</b>			
5102.10 · Management salaries	101,976.00	120,000.00	84.98%
5102.15 · Field salaries	136,425.00	135,611.00	100.60%
5102.20 · Office manager salary	66,539.00	60,176.00	110.57%
5102.05 · Director fees	18,600.00	20,000.00	93.00%
5102.30 · Payroll soc sec	20,187.00	20,819.00	96.96%
5102.35 · Payroll medc	5,167.00	4,869.00	106.12%
6451.00 · PERS/retirement	86,967.00	80,000.00	108.71%
6501.00 · Employee healthcare (CalPers)	62,614.00	94,632.00	66.17%
6502.00 · Retiree health benefits	67,279.00	63,000.00	106.79%
6441.00 · OPEB	0.00	45,000.00	0.00%
<b>Administration</b>			
5251.00 · Insurance			
5251.05 · Liability	22,523.00	13,000.00	173.25%
5251.10 · Property	3,047.00	2,350.00	129.66%
5251.15 · Workers Compensation	8,894.00	3,500.00	254.11%
6151.00 · Office expense			
6151.05 · District office lease	27,330.00	26,000.00	105.12%
6151.10 · Phone service	3,842.00	4,300.00	89.35%
6151.15 · Internet provider	4,399.00	2,600.00	169.19%
6151.20 · Sewer & garbage (Lusk)	1,162.00	1,000.00	116.20%
6151.21 · Miscellaneous (office other)	4,524.00	Not budgeted	N/A
6151.25 · Postage	8,809.00	9,000.00	97.88%
6151.30 · Printing	312.00	2,500.00	12.48%
6151.35 · Computers & supplies	5,673.00	1,500.00	378.20%
6151.40 · Office supplies	5,799.00	4,000.00	144.98%
6151.45 · Answering service	5,390.00	7,000.00	77.00%
6151.55 · Payroll preparation	1,622.00	1,500.00	108.13%
6151.60 · GASB 75 valuation	2,700.00	4,000.00	67.50%
6151.70 · Janitorial	1,840.00	1,920.00	95.83%
6152.00 · Building maintenance	11,124.00	Not budgeted	N/A
6251.00 · Audit	10,220.00	11,500.00	88.87%
6301.00 · Legal	135,401.00	40,000.00	338.50%
6615.00 · Litigation settlement	20,000.00	Not budgeted	N/A
6401.00 · Misc	2,983.00	1,000.00	298.30%
6402.00 · Relocation	11,235.00	Not budgeted	N/A
6601.00 · Professional Admin fees			
6601.05 · SWRCB annual fees	12,980.00	9,700.00	133.81%
6601.10 · NDPES permit	0.00	1,500.00	0.00%
6601.15 · Cal Pers actuarial reports	700.00	700.00	100.00%
6601.25 · Air Quality permits	2,264.00	2,300.00	98.43%
6601.35 · CPA fees	14,333.00	18,000.00	79.63%
6601.40 · General manager consultant fees	18,121.00	Not budgeted	N/A
6601.45 · Regulatory costs	383.00	Not budgeted	N/A
6601.00 · Professional admin fees - other	33,098.00	Not budgeted	N/A
6171.00 · Bank fees	2,136.00	300.00	712.00%

<b>6561.00 · Professional dues</b>			
6561.05 · AQUA	9,735.00	7,200.00	135.21%
6561.10 · AWWA	513.00	450.00	114.00%
6561.15 · CSDA	6,980.00	6,100.00	114.43%
6561.20 · CRWA	823.00	800.00	102.88%
6561.25 · RWA	7,303.00	9,700.00	75.29%
6561.30 · SGA	20,847.00	17,200.00	121.20%
6561.35 · SAWWA	0.00	500.00	0.00%
6561.00 · Professional dues - other	1,071.00	Not budgeted	N/A
6551.00 · Professional meetings	3,745.00	1,000.00	374.50%
6610.00 Certification/continuing education	505.00	2,000.00	25.25%

**Operations**

<b>5151.00 · Power</b>			
5151.05 · PG&E	328.00	2,400.00	13.67%
5151.10 · SMUD	77,484.00	80,000.00	96.86%
<b>5201.00 · R &amp; M</b>			
5201.05 · Leak repairs	88,374.00	60,000.00	147.29%
5201.10 Field Equipment	1,806.00	800.00	225.75%
5201.15 · Field supplies	19,795.00	500.00	3959.00%
5201.20 · Fuel for vehicles	4,438.00	3,200.00	138.69%
5201.25 Vehicle repair and maintenance	1,791.00	3,000.00	59.70%
5201.30 Temporary Help	0.00	2,000.00	0.00%
5201.35 · Chlorine	7,266.00	6,500.00	111.78%
5201.45 · Well repair & maintenance	38,506.00	35,000.00	110.02%
5201.55 · Field staff cellular service	4,445.00	3,300.00	134.70%
5201.60 Tesco Services Contract (Well #8)	0.00	3,800.00	0.00%
5201.65 Aqua Sierra Service Contract	0.00	7,000.00	0.00%
5201.00 R & M other	1,795.00	Not budgeted	N/A
5301.00 · Lab fees (H2O testing)	2,615.00	18,000.00	14.53%
5451.00 City water	3,140.00	5,900.00	53.22%
5452.00 Backflow program	1,415.00	Not budgeted	N/A
5351.00 Engineering	59,224.00	Not budgeted	N/A



**ITEM #8.B**

*Resolution No. 22-0705-02 Re-Authorizing District Investment  
in the Local Agency Investment Fund*

**DEL PASO MANOR WATER DISTRICT**

**BOARD MEETING**

**DATE: July 5, 2022**

**AGENDA ITEM NO. 8.B**

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**SUBJECT: Resolution No. 22-0705-02 Re-Authorizing District Investment in the Local Agency Investment Fund**

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**STAFF CONTACT:**

Alan Gardner, General Manager

**BACKGROUND:**

The Local Agency Investment Fund ("LAIF"), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and continues under the oversight of the State Treasurer. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

On February 5, 2007 the Del Paso Manor Water District ("District") authorized the District's participation in LAIF and named former General Manager Debra Sedwick, Director Clohossey and President Allen as the officers permitted to deposit or withdrawal of in the LAIF.

The attached resolution re-authorizes the continued investment in LAIF and amends the authorized agents to the General Manager and the President of the Board and their successors. In the future, successors to these positions will simply have to fill out the form, attached to the Resolution as Exhibit A.

As of May 5, 2022 the District's LAIF account had a balance of \$2,252,931.60.

No environmental review is required as this action is exempt under section 15301 of the California Environmental Quality Act Guidelines.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends adoption of Resolution No. 22-0705-02

**Attachments:**

*Attachment 1: Resolution No. 22-0705-02 Re-authorizing District Investment in the Local Agency Investment Fund*

**RESOLUTION NO. 22-0705-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
DEL PASO MANOR WATER RE-AUTHORIZING DISTRICT INVESTMENT IN THE LOCAL  
AGENCY INVESTMENT FUND**

---

**WHEREAS**, Government Code section 16429.1 establishes the Local Agency Investment Fund (LAIF), a voluntary program that serves as an investment alternative for California's local governments and special districts overseen by the State Treasury; and

**WHEREAS**, on February 5, 2007 the Del Paso Manor Water District ("District") authorized the deposit and withdrawal of money in the LAIF as prescribed by Resolution No. 20070205; and

**WHEREAS**, the authorized agents permitted to deposit and withdrawal monies from LAIF on behalf of the District as listed in Resolution No. 20070205 no longer serve in their respective positions, and therefore the District desires to change the authorized agents to carry out business associated with LAIF; and

**WHEREAS**, the District desires to name the President of the Board and the General Manager as authorized agents for the purposes of depositing and withdrawing money in the LAIF.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

Section 1. The Board of Directors does hereby authorize the following District officers holding the titles specified herein, and their successors in office, to order the deposit or withdrawal of monies in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et seq.

Section 2. The Board of Directors further authorizes those officers specified herein, and their successors in office, to execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby including but not limited to the authorization form attached and incorporated hereto as **Exhibit A**.

Alan Gardner

NAME

Ryan Saunders

NAME

General Manager

TITLE

President

TITLE

SIGNATURE

SIGNATURE

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Ryan Saunders, President  
Board of Directors

ATTEST:

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Alan Gardner, General Manager

## **ITEM #8.C**

*Request For Proposal for Water Rate Consultant*

**DEL PASO MANOR WATER DISTRICT**  
**BOARD MEETING**

**DATE: July 5, 2022**

**AGENDA ITEM NO. 8.C**

---

**SUBJECT: RFP for Water Rate Consultant**

---

**STAFF CONTACT:**

Alan Gardner

**BACKGROUND:**

In response to multiple Grand Jury reports, the District committed to "... initiate a Proposition 218 hearing and inform the ratepayers of the costs of capital improvements; assuming the rates are approved and adopted, it will implement the balance of the recommendations set forth in its Water Master Plan and related documents." To that end, staff has prepared a Request for Proposals from qualified water rate consultant firms to develop a cost-of-service study for water service rates (copy attached). If authorized by the Board, proposals will be due not later than July 22, 2022 and award of the contract is planned for the August 4, 2022 Board meeting. Permission to issue the RFP is requested.

**FINANCIAL IMPACT:**

To be determined and presented to Board for approval upon review and receipt of Statements of Qualification and responses to this RFP which are required to contain a budget estimate.

**RECOMMENDATION:**

Staff recommends that the Del Paso Manor Water District Board of Directors approve issuance of a Request for Proposals to hire a consultant to prepare a cost-of-service study for water service rates

**Attachments:**

*Attachment 1: Request for Proposal for Water Service Rate Consultant*

DEL PASO MANOR WATER DISTRICT  
1817 MARYAL DRIVE, SUITE 300  
SACRAMENTO, CA 95864

BOARD OF DIRECTORS  
Ryan Saunders – President  
Osmar Macias – Vice President  
Robert Matteoli  
Carl Dolk  
Gwynne Pratt

GENERAL MANAGER  
Alan Gardner

**REQUEST FOR PROPOSALS  
FOR  
WATER RATES STUDY SERVICES  
JULY 2022**



**REQUEST FOR PROPOSALS  
FOR  
WATER RATES STUDY SERVICES  
JULY 2022**

**SUMMARY:**

Del Paso Manor Water District (“District”) is requesting proposals from qualified consultants (professional services) to prepare a water rate study with a five year rate schedule, consistent with industry accepted cost-of-service principles, satisfying future revenue requirements and meeting State law requirements for the Water Rates Study Services.

**KEY DATES:**

**Proposals DUE:** July 22, 2002 at 5:00 PM

**Location:** 1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419

**Award of Contract:** August 4, 2022

**Contact:** Alan Gardner, General Manager  
1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419  
generalmanager@delpasomanorwd.org

**INTRODUCTION:**

The District is requesting proposals from qualified consultants (professional services) to prepare a water rate study with a **five year** rate schedule, consistent with industry accepted cost-of service principles, accounting for District’s infrastructure replacement and improvement needs and goals, satisfying future revenue requirements and meeting state law requirements for water rates.

The District is located in the Arden area of unincorporated Sacramento County, northeast of the City of Sacramento. The District service area is approximately 1.3 square miles and the District provides drinking water to approximately 1,800 residential, commercial, and institutional customers.

The District is fully built-out and is facing an increasing infrastructure liability as the aging pipelines and wells reach the end of their useful life. The District’s water system is comprised of buried water mains, eight (8) groundwater wells, and individual service connections, and has generally been in continuous service for over 65 years. The District’s elected Board of Directors, recognizing that the aging system and water supply reliability impact water service, commissioned an update to the 2009 WMP. Over the next 5 to 30 years, the infrastructure needs will continue to

rise as more older facilities fail. An update to the District's Water Master Plan has been finalized and provides further direction on the Districts longer term infrastructure and system needs and will be used, among other data and materials, to assist the selected ratemaking consultant in developing the cost of service study to ensure adequate capital and reserves to achieve these important infrastructure goals, while balancing the District's goal of providing safe, clean and affordable water to its ratepayers.

### **SCOPE OF WORK:**

The District requests a proposal for the preparation of a water rate study that shall include but is not limited to the following scope of work. The proposal shall include all services that can be reasonably expected for developing a five year rate schedule for water services, conducting community outreach including community meetings regarding the proposed rates, preparing for and participating in Proposition 218 protest hearings and presenting to the Board of Directors and ratepayers as requested by the District. The scope of work is as follows:

1. Develop a water rate structure that will allow the District to meet its financial obligations and ensure long term stability for the District.
2. Identification and analysis of various direct costs as included in the adopted budget including all overhead costs, personnel, administrative and operational costs to ensure that all costs of service are being fully accounted for and are allocated among all customer classes in a fair and equitable manner, consistent with State law.
3. Assess current rate structure performance and cost-of-service allocations as a baseline for recommending changes. Include assessment of historical revenue, existing customer classifications, and cost of service distribution to existing classifications. Recommend changes that comply with Proposition 218 provisions and all federal, state and local rules and regulations.
4. Assessment of current revenue, estimation of future revenue and ability to meet projected revenue requirements based on historical and current budgets, current operational expenses, future system requirements, expected operational changes and Capital Improvement Plan projects including identified infrastructure and system upgrades identified in the update to the District's Water Master Plan. Inflation, debt service repayment, reserve balance level increases and other cash obligations should also be considered.
5. Analyze the effects of increased water conservation to the recommended rate structure and potential impacts on ability to fund operations and Capital Improvement Plan projects. Analysis of how 20% reduction will impact revenue and costs should be included, recognizing that the District currently is 20% under its 2013 usage.
6. Develop and propose new five year rate structures that include; all fixed costs for service, commodity costs, capital improvement and replacement costs, energy commodity costs, reserve fund appropriations and any proposed classification, tier structure, and alternative rate structures. Any proposed rate structure must be easy to understand and implement.
7. The Study shall include preparation of draft and final reports, presentations to the District Board, up to three community workshops, preparation and participation in Proposition 218 hearings.

## **SCHEDULE**

August 4, 2022	Award of Contract and Notice to Proceed
September 4, 2022	First Draft Due
TBD	Up to 3 Meetings w/Staff and Consultants
October 2022	Final Draft Due
TBD	Board of Directors Presentation Authorization to Initiate
TBD	4 Hearings and Community Outreach
Fall/Winter 2022	Protest Hearing/Adoption of New Water Rates

As part of the process, District staff will provide the following upon request:

- A. Records and information including financial reports, budgets, water consumption and production data.
- B. Staff support and assistance as required.

The consultant firm will be those of an independent contractor and not of an employee or officer of the District. The firm will be under the overall direction of the District General Manager's designated representative (Project Manager).

### **SPECIFICATIONS FOR THE PROPOSAL:**

The Proposal shall include, but need not be limited to the following information in the following order and format:

1. Cover letter

The cover letter should present the Consultant's understanding of the project, the key issues and tasks and the Consultant's ability to address them; include the name, address, email, and phone number of person(s) to contact regarding this proposal.

2. Relevant Experience

Provide the name and background information for each member of the firm who will do the actual work and staff who will work with the District on a regular basis. If sub-consultants are proposed, do the same for each sub-consultant.

Provide qualifications, including education and experience, of the proposed staff and other key personnel who will be assigned for the project from start to finish, including any sub-consultants. Expertise applicable to the work specified should be emphasized.

Provide at least five (5) references, within the past three years, from public agency clients for whom similar or comparable service have been performed. Include the name of the agency, mailing address, and contact name and telephone number.

Also indicate the type of project, description of Consultant activities and, if the project came in, over or under budget. Provide an explanation if the project was over budget.

Consultant must demonstrate clear understanding of the Proposition 218 process and capability to prepare all required documentation.

### 3. Conflict of Interest

Provide the names of entities associated with the proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the District.

### 4. Project Organization and Timeline

The proposal shall include a work plan which includes major activities and a schedule for the project, deliverables and milestone dates. Describe how each task as outlined in the Scope of Work will be addressed including data requirements and interaction with District staff.

### 5. Cost

Include a not-to-exceed, total amount for the proposed scope of work in a separate, closed envelope, labeled accordingly. Separate the costs for each task and item under the Scope of Work for the project.

### 6. Contract

The selected firm will be required to enter into a Contract Services Agreement with the District (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

## **SUBMITTAL OF PROPOSAL:**

Interested firms shall submit five copies of their proposal to the District not later than **5:00 P.M. on July 22, 2022.**

Proposals shall be directed to:

Alan Gardner, General Manager  
1817 Maryal Drive, Suite 300,  
Sacramento, CA, 95864  
(916) 487-0419  
[Generalmanager@delpasomanorwd.org](mailto:Generalmanager@delpasomanorwd.org)

Inquires may be directed to Alan Gardner at the District by phone, fax, or email.

All submitted packages shall be tilted/labeled:

### **WATER RATES STUDY SERVICES**

**Please submit one (1) original and one (1) electronic version on a flash drive, of the completed proposal to the District, not later than 5 PM on July 22, 2022. Faxes will not be accepted.**

All proposals, as well as any modifications, received by the District after the hour and date specified above, will not be accepted. All proposals will become the property of the District, will become public records, and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

### **SELECTION PROCESS**

The District will select a Contractor to perform the consultant services based on the following criteria:

1. Most qualified, based on personnel and previous experience to perform the services requested by the District.
2. Proposed scope of services, and demonstration of an approach to assess the District's cost of service needs and develop its cost of service study for water service rates.

The anticipated selection process is as follows:

1. SOQ/RFP submission deadline.
2. Review of firms based on SOQ/RFP submittal.
3. Interview the two top ranked Contractors (if deemed necessary by the District).

4. Select top ranked Contractor.
5. Negotiate final scope of services.
6. Award contract.
7. Perform services.

#### **GENERAL INFORMATION**

The District reserves the right to request additional information from any and all Consultants. The District reserves the right to reject any and all proposals or a specific item or items of a proposal for any reason. The selected firm shall provide insurance policies in accordance with the requirements of the District's Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written a contract will be borne by the proposing company. All proposals submitted to the District in response to this Request for Proposal shall become property of the District. After selection of the Contractor, all applicants will be notified of the District's decision.

**DEL PASO MANOR WATER DISTRICT  
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 202[REDACTED], by and between the DELPASO MANOR WATER DISTRICT, a municipal corporation of the State of California (hereinafter referred to as “DISTRICT”), and [REDACTED] (hereinafter referred to as “CONSULTANT”).

W I T N E S S E T H:

A. WHEREAS, DISTRICT desires to enter into this Agreement for services for [DESCRIBE SERVICES]; and

B. WHEREAS, DISTRICT desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. INCORPORATION OF RECITALS.**

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**2. DEFINITIONS.**

a. The term “General Manager” shall mean the duly appointed General Manager of the Del Paso Manor Water District, or his/her designated representative.

b. The term “General Counsel” shall mean the duly appointed General Counsel of the Del Paso Manor Water District, or his/her designated representative.

c. The term “Secretary” shall mean the duly appointed Secretary of the Del Paso Manor Water District or his/her designated representative.

**3. PROJECT COORDINATION.**

a. DISTRICT. The General Manager shall be representative of DISTRICT for all purposes under this Agreement. The General Manager or designee is hereby designated as the PROJECT MANAGER. The PROJECT MANAGER shall supervise the progress and execution of this Agreement.

b. CONSULTANT. The CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. [REDACTED] is designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall immediately notify PROJECT MANAGER of the name of the new PROJECT DIRECTOR.

#### **4. SCOPE AND PERFORMANCE OF SERVICES.**

a. Services to be Furnished. Subject to such policy direction and approvals as the DISTRICT through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by reference.

CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as attached hereto as Exhibit B.

b. Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise.

c. Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. In the event that CONSULTANT believes that there is a conflict between existing and applicable federal, state and/or local law, codes, ordinances, regulations, orders and decrees, that would preclude CONSULTANT from complying with the requirements set forth in this paragraph, CONSULTANT shall notify DISTRICT in writing, and meet and confer with DISTRICT to determine an appropriate course of action. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to DISTRICT that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful execution of the services it performs under this Agreement. CONSULTANT shall maintain any and all applicable business licenses. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by the DISTRICT. The DISTRICT is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

#### **5. COMPENSATION.**

For the full performance of the services described herein by CONSULTANT, DISTRICT shall pay CONSULTANT \$[REDACTED] per hour for \_\_\_\_\_ services and travel time; \$0.[REDACTED] cents per mile traveled; and all reasonable expenses incurred during the course of the work; provided,



however, that compensation shall not exceed [REDACTED] dollars (\$ [REDACTED]). The method and timing of payment to CONSULTANT shall be as set forth in **Exhibit C**, incorporated herein by reference.

**6. ADDITIONAL SERVICES.**

CONSULTANT shall not commence any work exceeding the Scope of Services without prior written authorization from DISTRICT. CONSULTANT agrees to perform such work only if requested in writing by DISTRICT and shall bill for such services in a separate agreement.

**7. TERM.**

This Agreement shall be effective and shall remain in effect until terminated as provided herein.

**8. SUSPENSIONS; TERMINATION; EXTENSIONS.**

a. Right to Suspend or Terminate. The General Manager may suspend or terminate this Agreement for any reason by giving ten (10) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall immediately discontinue its performance under this Agreement. CONSULTANT may suspend or terminate this Agreement for any reason by giving thirty (30) days' written notice to DISTRICT. CONSULTANT shall not discontinue its performance under this Agreement until such notice period has expired.

b. Termination for Cause. Should CONSULTANT fail within three (3) working days from receipt of DISTRICT's written notice to correct any deficiencies related to failure to perform the Work in accordance with this Agreement including its Exhibits; failure to comply with the directions of DISTRICT; or failure to pay its creditors, DISTRICT may terminate this Agreement. Following a termination for default, DISTRICT shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to CONSULTANT, who shall be liable for the full cost of DISTRICT's corrective action, including reasonable overhead, profit, and attorneys' fees.

c. Extension of Time. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

d. Delay. The Consultant shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the District Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work thereof within the time limits fixed therein. If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, District may exercise the termination provisions set forth herein.

e. Payment. Upon such suspension or termination, CONSULTANT shall be paid for all services actually rendered to DISTRICT to the date of such suspension or termination.

f. Rights and Remedies. The rights and remedies of the DISTRICT provided in this Section are in addition to any of the rights and remedies provided by the law or under this Agreement.

**9. CLAIMS.**

If any dispute shall arise between DISTRICT and CONSULTANT regarding performance of the work, or any alleged change in the work, CONSULTANT shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to DISTRICT within ten (10) days after commencement of the disputed work. CONSULTANT's failure to give written notice within the ten (10) day period constitutes an agreement by CONSULTANT that it will receive no extra compensation for the disputed work.

**10. INSPECTION.**

CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the PROJECT MANAGER'S inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its agreement as prescribed. Any materials created by CONSULTANT shall become the property of DISTRICT upon delivery. CONSULTANT shall not be held liable for any reuse of the DISTRICT-owned materials for purposes outside this Agreement.

**11. INDEPENDENT JUDGMENT.**

Failure of DISTRICT to agree with CONSULTANT's independent findings, conclusions or recommendations, if the same are called for in this Agreement, on the basis of differences in matters of judgment shall not be construed as a failure on the part of the CONSULTANT to meet the requirements of this Agreement.

**12. ASSIGNMENT; SUBCONSULTANTS; EMPLOYEES.**

a. Assignment. CONSULTANT shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation or interest in or to the same or any part thereof without the DISTRICT's prior written consent. Any assignment without such approval shall be void and, at DISTRICT's option, shall terminate this Agreement and any license or privilege granted herein.

b. Subconsultants; Employees. CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT hereunder. No subconsultant of CONSULTANT will be recognized by DISTRICT as such; rather, all subconsultants are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act

in a disorderly or improper manner, he or she shall be discharged immediately from the work under this Agreement on demand of the PROJECT MANAGER.

### **13. INTEREST OF CONSULTANT.**

a. No Conflict of Interest. CONSULTANT (including principals, associates and professional employees) covenants and represents that it presently has no investment or interest, and shall not acquire any investment or interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants and represents that it does not now have and shall not acquire any source of income, business entity, interest in real property or investment which would be affected in any manner or degree by the performance of CONSULTANT's services hereunder. CONSULTANT further covenants and represents that no person having any such investment or interest shall perform any services under this Agreement.

b. Independent Contractor. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT. CONSULTANT, its officers, employees, agents, and subconsultants shall have no power to bind or commit the DISTRICT to any decision or course of action, and shall not represent to any person that they have such power.

c. Financial Records. CONSULTANT shall retain all financial records, including, but not limited to, documents, reports, books, and accounting records that pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CONSULTANT or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

### **14. INDEMNITY.**

a. Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the District. The provisions of this Section shall survive termination or suspension of this Contract and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

### **15. WORKERS' COMPENSATION.**

a. Covenant to Provide. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California 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 it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

b. Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against the DISTRICT, its elected or appointed

officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for DISTRICT.

c. Coverage. CONSULTANT shall obtain workers' compensation insurance in the amounts and form outlined in Section 16 of this Agreement.

## **16. INSURANCE.**

a. CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

b. Prior to execution of this Contract and prior to commencement of any work, the CONSULTANT shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of CONSULTANT.

### **1. Commercial General Liability Insurance.**

(i) CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

(ii) Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the District.

(iii) Coverage shall state that CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iv) Coverage shall contain a waiver of subrogation in favor of the District.

2. Business Automobile Liability. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. Workers' Compensation and Employers' Liability. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

4. Professional Liability. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

(i) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

(ii) All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.

(iii) Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the District.

(iv) Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

(v) Subcontractors and CONSULTANTs - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the CONSULTANT.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section

c. In addition to any other remedy the District may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this Contract.

d. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the District.

e. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

**17. NOTICE.**

Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- a. By personal delivery, effective upon receipt by the addressee;
- b. By facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- c. By certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.

DISTRICT: DEL PASO MANOR WATER DISTRICT  
c/o General Manager  
1817 Maryal Dr. #300  
Sacramento, CA 95864

CONSULTANT: [NAME AND ADDRESS]

Either party may change its address for notices by complying with the notice procedures in this Section.

**18. AGREEMENT BINDING.**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns and subconsultants of both parties.

**19. WAIVERS.**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance, or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance, or law or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

**20. COSTS AND ATTORNEYS' FEES.**

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**21. NONDISCRIMINATION.**

No discrimination shall be made in the employment of any person under this Agreement on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, disability, or place of birth.

**22. VENUE.**

Any action arising out of this Contract shall be brought in Sacramento County, California, regardless of where else venue may lie.

**23. TIME OF ESSENCE.**

CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in the Scope of Services.

**24. AGREEMENT CONTAINS ALL UNDERSTANDINGS.**

This document represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both DISTRICT and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California and interpreted as if written by both parties.

**IN WITNESS WHEREOF**, DISTRICT and CONSULTANT have executed this Agreement the day and year first above written.

**DEL PASO MANOR WATER DISTRICT**, a duly formed special district of the State of California:

\_\_\_\_\_  
Alan Gardner, General Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Alan Gardner, Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mona Ebrahimi, General Counsel

Date: \_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_

**[NAME AND POSITION]**

Date: \_\_\_\_\_



**Exhibit A**

(Scope of Services)

CONSULTANT shall provide DISTRICT with the following services pursuant to this Agreement:

CONSULTANT shall perform [REDACTED] services relative to [REDACTED] matter involving [REDACTED]. Such services may include: reviewing materials supplied by the Del Paso Manor Water District relative to the specific assignment(s), conducting [REDACTED].

Payment for services rendered under this contract will be based on time spent for [REDACTED], at a rate of \$ [REDACTED] per hour; travel expenses, \$0. [REDACTED] per mile traveled; and all reasonable expenses incurred.

**Exhibit B**

(Schedule of Activities)

The schedule of activities shall adhere to the assignment schedule as described in the engagement letter prepared by CONSULTANT. The assignment will begin immediately upon execution of the agreement between DISTRICT and CONSULTANT.

**Exhibit C**

(Method and Timing of Payment)

The Method and Timing of Payment shall be monthly billing based on the work performed, and as invoiced in detail by CONSULTANT to DISTRICT.

**EXHIBIT D**

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]

**Exhibit A**  
**Budget and Fee Schedule**

## **ITEM #8.D**

*Request for Proposals Seeking a Contract for Public Relations and  
Community Outreach*

**DEL PASO MANOR WATER DISTRICT**  
**BOARD MEETING**

**DATE: July 5, 2022**

**AGENDA ITEM NO. 8.D**

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**SUBJECT: Request for Proposals Seeking a Contract for Public Relations and Community Outreach**

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**STAFF CONTACT:**

Alan Gardner, General Manager

**BACKGROUND:**

Del Paso Manor Water District ("District") anticipates holding a Proposition 218 rate setting hearing by the end of 2022. Prior to the hearing, the District will want to engage its ratepayers in a variety of educational opportunities and increase awareness of the costs and benefits of the proposed rate changes. To assist with the District's needs in this area, staff would like to solicit bids for a public relations firm that can provide marketing and community outreach expertise throughout the Proposition 218 process. The ideal candidate will have knowledge of online and in person strategies to communicate with rate payers, develop concise and consistent messaging, and collaborate with staff and consultants to ensure that any legal notices are produced and distributed in a timely manner.

Attached is a Request for Proposals ("RFP") that asks firms to provide their qualifications, references, availability, work samples, and costs for the scope of services described. Pending Board approval, the RFP will be published on July 6, 2022 and the proposals must be received by 5:00pm on July 20, 2022. The agreement will remain in effect until the District or the selected consultant terminates the agreement.

The proposals will be evaluated by the General Manager who will ultimately recommend the candidate that best suits the needs of the District to the Board of Directors.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends the approval of the attached Request for Proposals for a District public relations firm.

**Attachments:**

*Attachment 1: Request for Proposals – Public Relations and Community Outreach Services*

# Request for Proposal

## Del Paso Manor Water District

*The Del Paso Manor Water District wishes to contract for  
Public Relations and Community Outreach Services*



PROPOSALS ARE DUE AT

**5:00 p.m.**

**July 20, 2022**

Proposals should be sent electronically to:

**Alan Gardner** at [generalmanager@delpasomanorwd.org](mailto:generalmanager@delpasomanorwd.org)

Proposals sent by mail must be directed to:

Del Paso Manor Water District

1817 Maryal Drive, Suite 300

Sacramento, CA 95864

ATTN: Alan Gardner, General Manager



## **General Information**

Del Paso Manor Water District ("District" or "DPMWD") was established in 1955 under County Water District laws. The District uses 100 percent groundwater to provide potable water for residential and commercial consumption and fire suppression. The District serves approximately 1,900 ratepayers; the largest commercial customer is the AT&T Phone Service Center which accesses water largely for its cooling tower. The area is considered "built out," meaning that it does not have additional land available for future development. While the majority (94 percent) of its customers are residential ratepayers, water use is fairly evenly allocated between residential and commercial clients

DPMWD is governed by a five-member Board of Directors, each of whom is elected at-large by the registered voters from within the District's service area. The District has an annual operating budget for 2022-2023 of approximately **\$1.9 million Capital and \$1.28 million for O&M.** The General Manager and District Legal Counsel each report directly to the Board of Directors. All other staff members report to the General Manager.

Additional information about the District is available online at [www.delpasomanorwd.org](http://www.delpasomanorwd.org).

### **A. Purpose**

The District is requesting proposals from qualified full service public relations/marketing agencies to increase the level and quality of effective communication to the public. **Appendix A** identifies a more detailed Scope of Services desired by the District. The District is seeking to reward a contract for the completion of the described services. The proposed schedule is listed below:

Action	Date 7-5-22
RFP issued	7-6-22
Written questions concerning RFP from proposers due	7-13-22
RFP responses due	7-20-22
Agency selected, contract negotiated and signed	ASAP

### **B. Qualifications/Experience**

The ideal applicant will have a minimum of five (5) years of demonstrated professional experience in communications, including experience and knowledge of the branding process with demonstrated examples; understanding of identity standards, as related to writing, design, photography and outreach; ability to utilize non-traditional communication and outreach tools; ability to complete projects within established timelines; in-house creative, graphic design, copywriting, planning and project management capabilities with a general understanding of the activities of a special district water utility.

More specifically, DPMWD anticipates that a large portion of the selected consultant's work will initially be in relation to the a future Proposition 218 hearing that will likely change water rates for the District's ratepayers. Leading up to the hearing at the end of the year, the District will want to engage its ratepayers in a variety of educational opportunities and increase awareness of the

costs and benefits of the proposed rate changes. Applicants with any experience with Proposition 218 procedures or other water districts should highlight that experience.

We anticipate the work may include a website update, newsletter, Nextdoor postings, other social media, community outreach and local community papers.

If the 218 is successful there will be significant work working with the community for the substantial disruption caused by the necessary construction. This is anticipated to last at least a year to two years.

If the 218 fails then there will still be some follow up work but the nature and type is not currently known and the applicant can suggest how this result would be managed.

### **C. Proposal Requirements**

If applicants are submitting proposals by mail, please include five (5) copies. All proposals and accompanying documentation will become property of the District and will not be returned. Late submittals will not be considered.

The following information is to be submitted as part of the proposal:

1. Introduction and Executive Summary – Submit a letter of introduction and executive summary of your qualifications and response to this RFP.
2. Project Approach – Describe your firm's approach and any special ideas and techniques or suggestions that you believe will make for a successful partnership. Include an understanding of the consultant's role in providing services as described in the RFP Scope of Work as well as your understanding of the diverse community and broad spectrum of issues facing the District's ratepayers.
3. Qualifications and Experience –
  - a. Firm qualifications: include a brief description of the firm's size as well as the organizational structure, and a discussion on the firm's stability, capacity, and resources.
  - b. Team qualifications and experience: include brief resumes of principal-in-charge and key technical/professional staff to be assigned to the District. Discuss how key staff's experience in similar projects will be utilized. Additionally, discuss successful project management skills that will be employed. Resumes should be provided as an appendix.

Previous work examples should be provided in an appendix and include:

Branding and identity development

Graphic design, such as brochures or advertisements

Copywriting for an audience, such as editorial or newsletter

Sample press release

Digital media development, i.e. video, web applications, etc.

- c. Cost Proposal – The proposal shall include a section containing the fee for hourly services and a rate based on assignments by project or some combination thereof. All fees proposed should be clear and inclusive of all costs and expenses that may be incurred by the District under any alternative fee structure. Specifically:
  - (a) a monthly retainer fee should include:
    - (i) the monthly fee;
    - (ii) the number of monthly hours covered;
    - (iii) the activities and deliverables that are included;
    - (iv) exclusions; and
    - (v) out-of-pocket expenses that could be additional costs to the District.
  - (b) an hourly fee structure to state:
    - (i) an hourly fee schedule based on position classifications
    - (ii) approximate number of hours, on average per month, to cover the respondents proposed plan to meet stated District objectives, and
    - (iii) out-of-pocket expenses that could be additional costs to the District.

If a combination of a retainer and hourly fee structure is proposed, responders must include the information that is required in Sections (a) and (b) above as it applies to specific work items.

- d. References – Provide names and telephone numbers of three (3) references who will attest to your firm's ability to undertake and complete similar type projects on time and within budget.
- e. Availability – A statement of current workload and availability to accommodate scope of work.

**D. Consultant Services Agreement**

A copy of the District's Consultant Services Agreement is provided as **Appendix B** and must be signed by both parties prior to start of contract.

**E. Costs**

The cost of proposal preparation shall not be chargeable in any manner to the District.

**F. Selection Process**

All proposals must be received by the District's Executive Assistant by 5:00 p.m. on July 20, 2022.

Staff will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the qualifications and proposals.

Although interviews may not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing firms if necessary to obtain additional information that the District considers necessary to fully evaluate a proposing firm's qualifications.

In reviewing the proposals, the District will consider:

- a. Responsiveness to this RFP;
- b. Depth and breadth of experience and expertise in marketing and public outreach often encountered in special district/water district operations;
- c. Quality of work samples presented;
- d. Scope and appropriateness of services proposed; clear understanding by the applicant of work to be performed;
- e. Capability of providing consistent, timely responses, as determined by the availability of "back up" staff if principals are unavailable and by information requested from references;
- f. Competitiveness of fee schedule; and
- g. Other qualifications/criteria as deemed appropriate by the Board of Directors.

The District also reserves the right to:

- a. Request clarification or additional information from any proposing firm at any time;
- b. Waive immaterial defects or minor irregularities in a proposing firm's response to this request for proposals;
- c. Suspend or reopen the request for proposals process; and
- d. Reject any or all responses and terminate the process at any time.

The Board of Directors will appoint the next public relations/marketing firm for the Del Paso Manor Water District.

#### **G. Acceptance of Proposal**

Any consultant submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 5:00 p.m. on July 20, 2022.

**H. Deadline**

**The deadline for proposals is 5:00 p.m. on July 20, 2022 and should be sent electronically to:  
Alan Gardner, General Manager at [generalmanager@delpasomanorwd.org](mailto:generalmanager@delpasomanorwd.org)**

or five (5) copies, by mail, to:

Del Paso Manor Water District  
1817 Maryal Drive, Suite 300  
Sacramento, CA 95864  
ATTN: Alan Gardner, General Manager

## Appendix A

### Scope of Services

The selected firm/consultant will initially assist the District in development of a strategic communications plan that includes effective and timely communications with the public. In addition, the District will be looking to develop a technology plan for use in public affairs. The scope of services shall include, but not be limited to the following:

- Serve as a non-exclusive, full-service advertising, branding, marketing, media and communications agency. Support a strategic communication plan that includes goals for branding the District's programs and services;
- Create and maintain a detailed project plan that describes the full scope of work in which the firm/consultant is engaged;
- Integrate brand elements in all materials to maintain continuity and identification;
- Develop documents that are developed for public audiences, such as press releases, newsletters, brochure materials, position papers, and project descriptions through a variety of platforms including, radio, print, direct mail, and digital and internet marketing;
- Provide professional translation services for materials and media;
- Evaluate the effectiveness of the strategies at milestone points across the life of the contract to determine the success of the efforts and, as necessary, redefine the communication strategy to respond to changing needs of customers;
- Identify the District's current position in comparison to that of other water districts. Analyze all relevant research to recommend the best strategies and outreach channels;
- Perform media production services including but not limited to: creative concept, graphic design, photography, videography, copywriting, pre-press and printing;
- Seek out non-traditional, value-added media opportunities such as promotions, giveaways and editorial opportunities;
- Make recommendations to the District for more timely, transparent, and effective communication with residents and businesses of the District. Potential issues include:
  1. Water rates;
  2. Conservation;
  3. Future supply and long-range planning;
  4. Ratepayer communications;

5. Emergencies and crisis planning;
6. Employee communications; and
7. Website redevelopment.

In developing a technology plan for use in public affairs, the firm/consultant scope of work should include:

- Work in conjunction with the District and its key partners, including local community and business partners, to develop an overall strategy to improve the District's outreach and communication efforts;
- Assist with the development and distribution of messages targeting the District's stakeholders through a variety of platforms including, but not limited to print media, websites, streaming audio and video presentations, and links to common social media, and blogs;
- Develop a systematic means for the District to monitor Web usage; include Web metrics in regular views and evaluations, and make recommendations based on those metrics;
- Monitor, analyze and report on executed advertising campaigns. Provide written analysis of the campaign, including effectiveness, results and recommendations for improvements;

Additionally, should matters outside the scope of services be necessary, the District reserves the right to negotiate new terms and conditions of an agreement.

## Appendix B

### SERVICES AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 202\_\_, by and between the DEL PASO MANOR WATER DISTRICT ("District"), and \_\_\_\_\_ ("Consultant").

WITNESSETH:

WHEREAS, the District desires to enter into this Agreement for services with Consultant for \_\_\_\_\_ [description of services];

WHEREAS, the Consultant presented a proposal for such services to the District, dated \_\_\_\_\_, 202\_\_, (attached hereto as **Exhibit A**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit A**.

B. Consultant enters into this Agreement as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Agreement to bind the District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this. Agreement.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

#### 2. TERM:

A. This Agreement shall be effective and shall remain in effect until terminated as provided herein. The Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The District Manager or his or her designee may, by written instrument signed by the Parties, extend the term of this Agreement in the manner provided in Section 5, provided that



the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees and costs of services, but in no event shall total compensation exceed \_\_\_\_\_ (\$\_\_\_\_\_), without District's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit C**.

B. Said amount shall be paid upon submittal of periodic billings showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Agreement. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Agreement, subject to Section 4.

### **4. TERMINATION:**

A. This Agreement may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The District may temporarily suspend this Agreement, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.

C. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Agreement, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

### **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes, or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

### **6. EXTENSIONS OF TIME TO PERFORM:**

A. *Request for Extension.* Consultant may, for good cause, request extensions of time to perform the services required hereunder. The District may consider such requests but is not obligated to grant an extension or to grant an extension for as long as Consultant requests. Any extension shall be a written amendment to Section 2 of this Agreement. Any extension shall be authorized by the District before performance of those tasks for which the extension is sought are due under this Agreement. .

B. *Delay.* The Consultant shall at all times employ such efforts to perform under this Agreement within the time limits fixed herein. If the Consultant refuses or fails to do so, with such diligence as will ensure the completion within the time specified in the Agreement, or any extension thereof, or fails to perform within such time, District may exercise the termination provisions set forth in this Agreement.

C. *Excusable Delay.* Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's control, or by delay authorized by the District, or by any cause which District shall decide to justify the delay. The time of completion shall be extended for such reasonable time as District may decide. The Consultant's ability to obtain an extension of time for an excusable delay is expressly subject to Consultant's giving written notice within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

1. written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties' contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;

2. a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;

3. an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars; and

4. if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding with a general description as to why such orders or legal proceedings are asserted to be causing a delay.

*Compensation.* Under no circumstances shall the approval of an extension for any reason described in this Section entitle the Contractor to additional compensation from the District unless expressly provided for in the approval of the extension.

## **7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Agreement shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates,

summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the District.

#### **8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant warrants to the District that it is licensed by all applicable governmental bodies to perform this Agreement and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Agreement.

#### **9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Agreement shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as

fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the District under this Agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

**12. INTEREST IN AGREEMENT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of this Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct

incident to the performance of this Agreement except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the District. The provisions of this paragraph shall survive termination or suspension of this Agreement and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

## **16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Agreement and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

### **1. Commercial General Liability Insurance.**

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the District.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the District.

2. *Business Automobile Liability.* Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the District.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Agreement.

D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

**17. NOTICE:**

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:	Consultant:
_____	_____
_____	_____
_____	_____
_____	_____

**18. MISCELLANEOUS PROVISIONS:**

A. All exhibits to this Agreement are incorporated into this Agreement as though they are fully set forth herein and shall have the same force and effect as this Agreement.

B. In the event of an internal conflict between the provisions of this Agreement, more specific terms shall govern over less specific terms. In the event of a conflict between the provisions of this Agreement and its exhibits, the provisions contained in this Agreement shall govern over conflicting provisions of its exhibits. In the event of a conflict between the provisions of this Agreement and the District's RFP/RFQ, the provisions contained in this Agreement shall govern over conflicting provisions of the RFP/RFQ. In the event of a conflict between the provisions of this Agreement and the Contractor's insurance documents, the provisions of the insurance documents shall govern over this Agreement.

C. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

D. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

E. Consultant shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Consultant.

F. This Agreement and its exhibits constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in the writing.

G. This Agreement shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Agreement shall be brought and maintained in San Mateo County California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Agreement, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

DEL PASO MANOR WATER DISTRICT

By: \_\_\_\_\_  
Alan Gardner, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mona G. Ebrahimi, General Counsel

CONSULTANT

By: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

Consultant Proposal/Scope of Work

## EXHIBIT B

### Schedule of Performance

EXHIBIT C

Schedule of Fees

**Consultant Questionnaire**

***Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.***

***Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the District, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.***

Company Name \_\_\_\_\_ (Agreement Date)

Name of Consultant\* \_\_\_\_\_  
(First Name) (Middle Initial) (Last Name)

Company address \_\_\_\_\_ Phone \_\_\_\_\_

District, State,  
Zip \_\_\_\_\_

Contracting District  
Dept. \_\_\_\_\_

Estimated Date of Project Completion \_\_\_\_\_

- A. Will consultant make governmental decision whether to:
- Approve a rate, rule, or regulation? Yes  No
  - Adopt or enforce a law? Yes  No
  - Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes  No

• Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes  No

• Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes  No

• Grant agency approval to a plan, design, report, study, or similar item? Yes  No

• Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes  No

Will the consultant serve in a staff capacity with the District and in that capacity perform the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code? Yes  No

Will consultant manage public investments? Yes  No

\_\_\_\_\_  
Name of Person Completing Questionnaire

\_\_\_\_\_  
Date

*\*If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.*

**ITEM #8.E**

*Consideration and Approval of a Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe*

**DEL PASO MANOR WATER DISTRICT**

**BOARD MEETING**

**DATE: July 5, 2022**

**AGENDA ITEM NO. 8.E**

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**SUBJECT: Consideration and Approval of a Resolution Awarding a Merit Bonus for Victoria Hoppe**

**STAFF CONTACT:**

Alan Gardner, General Manager

**BACKGROUND:**

During its June 20, 2022 regular Board meeting, the Del Paso Water District ("District") Board of Directors considered establishing an Administrative Services Manager Job Description and Salary Band. The Board decided to continue those discussions until after the budget was approved. In the interim, the Board wished to consider a merit bonus for Victoria Hoppe for her efforts for the District within the past few months.

The Board may deliberate what an appropriate bonus would be.

**FINANCIAL IMPACT:**

If approved by the Board, this action will cost the District \$\_\_\_\_\_. Because this is a bonus as opposed to a salary increase, it would not be subject to a PERS contribution by the District.

**RECOMMENDATION:**

The General Manager recommends approval of the resolution.

**Attachments:**

Attachment 1: Resolution 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe

**RESOLUTION NO. 22-0705-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
DEL PASO MANOR WATER DISTRICT AWARDING A MERIT BONUS TO VICTORIA  
HOPPE**

---

**WHEREAS**, Victoria Hoppe has been employed with the Del Paso Manor Water District for \_\_\_ years; and,

**WHEREAS**, the District's recent projects and reports have placed greater demands on Ms. Hoppe's time; and,

**WHEREAS**, the Board of Directors wishes to recognize Ms. Hoppe's efforts with a one-time merit bonus.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

The Board of Directors does hereby authorize a one-time merit bonus to Victoria Hoppe in the amount of \_\_\_\_\_.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Ryan Saunders, President  
Board of Directors

ATTEST:

---

Alan Gardner, General Manager



## **ITEM #9.A**

*Field Report on Current and Upcoming Project*



## DEL PASO MANOR WATER DISTRICT REGULAR BOARD MEETING FIELD REPORT

**MEETING DATE: July 05, 2022**

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### **AGENDA ITEM 9.A:**

**Leaks:** We had no mainline leaks in the month of June. There was 3 service line leaks and 1 mainline valve leak.

**Complaints:** There were no ratepayer concerns/complaints in the month of June.

### **Field Work:**

1. Waiting for est. on sleeve on Well 2
2. Road Runner Pump hauled off the material that was airlifted out of Well 2
3. 43 USA's
4. Monthly Coliform Report all samples absent
5. Finished Title 22 sampling
6. Contractor came out and located pipes for Intertie # 3 Watt and Maryal
7. Ordered control valves for Intertie's 4 to 6 weeks on delivery
8. Contractor came and located shut valve for meter at Kensington Apartments

### **Current and Upcoming Projects:**

1. I have 2 - 3" meters to replace at Kensington Apartments
2. I have 4 - 2" meters on order should be here mid-July for non-working meters

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**FIELD STAFF RESPONSIBLE FOR REPORT: Mike Jenner, Field Manager  
07/05/2022**

# ATTACHMENT 2



## REGULAR MEETING OF THE BOARD OF DIRECTORS DEL PASO MANOR WATER DISTRICT

July 05, 2022 6:00 PM  
1817 Maryal Drive, Suite 300, Sacramento 95864

The Del Paso Manor Water District Board of Directors meeting will be conducted virtually pursuant to the provisions of Assembly Bill 361 amending the Ralph M. Brown Act and Government Code Section 54953(e) and without compliance with Section 54953(b)(3) related to conducting public meetings during the COVID-19 pandemic based on the current State recommendations on social distancing.

**Note:** Given the state of emergency regarding the threat of COVID-19, the meeting will be held via teleconference only. Members of the public may call into the teleconference to participate. The District will also accept written public comment letters that are emailed to [dpmwdclerk@delpasomanorwd.org](mailto:dpmwdclerk@delpasomanorwd.org). Please include the specific agenda item and date of the meeting in the subject line of your email.

We encourage Board members and participants to join the teleconference 15 minutes early. Due to high call volumes, we ask that Board members and participants retry calling in if there is a busy signal or if you cannot successfully connect to the meeting when you call in.

### Teleconference Information:

Join Zoom Meeting Link:

<https://us06web.zoom.us/j/97737667936?pwd=NnBxVmswRnRrZXVSVGhZbWd2b0FFUT09>

Meeting ID: 977 3766 7936      Passcode: 473630

Dial By Phone

US (SAN JOSE) +1 669 900 6833

US (TACOMA) +1 253 215 8782

## AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

**President:** Saunders  
**Directors:** Dolk  
Macias  
Matteoli  
Pratt

**3. ADOPTION OF AGENDA:** Members may pull an item from the agenda.

**4. PUBLIC COMMENTS:** The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

**5. CONSENT CALENDAR:** All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

**Item 5.A:** A Resolution of the Board of Directors of the Del Paso Manor Water District and on behalf of Commissions and Committees created by the Board of Directors pursuant to Government Code section 54952(b) authorizing the Board's continued use of teleconference meetings in compliance with Assembly Bill 361 to continue to allow members of the public to safely participate in local government meetings.

**Recommendation:** Adopt Resolution pursuant to GC Section 54952(b) and Assembly Bill 361.

Attch: Resolution No. 22-0705-01

**Item 5.B:** Approval of Minutes of the June 6, 2022 Meeting

**Recommendation:** Approve minutes of the June 6, 2022 meeting.

**Item 5.C:** Approval of Warrants and Payroll

**Recommendation:** Approval of Warrants and Payroll.

Attch: June 2022 Approved/Paid Warrants  
July 2022 Warrants for Approval  
Board of Directors Compensation Summary (June 2022)

**6. PUBLIC HEARING:**

**7. OLD BUSINESS:**

**8. NEW BUSINESS:**

**Item 8.A: Budget to Actuals**

**Recommendation:** Review and discuss budget to actuals.

Attch: Budget to Actual Comparison - July 1, 2021 to June 30, 2022

**Item 8.B: Resolution No. 22-0705-02 Re-Authorizing District Investment in the Local Agency Investment Fund**

**Recommendation:** Staff recommends adoption of Resolution No. 22-0705-02

Attch: Staff Report  
Resolution No. 22-0705-02 of the Board of Directors of the Del Paso Manor Water District re-authorizing district investment in the local agency investment fund

**Item 8.C: Request for Proposal for Water Rate Consultant**

**Recommendation:** Staff recommends that the Del Paso Manor Water District Board of Directors approve issuance of a Request for Proposals to hire a consultant to prepare a cost-of-service study for water service rates.

Attch: Staff Report  
Request For Proposals for Water Rates Study Services

**Item 8.D: Request for Proposals Seeking a Contract for Public Relations and Community Outreach**

**Recommendation:** Staff recommends the approval of the attached Request for Proposals for a District public relations firm.

Attch: Staff Report  
Request for Proposals – Public Relations and Community Outreach Services

**Item 8.E: Consideration and Approval of a Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe**

**Recommendation:** The General Manager recommends approval of the Resolution No. 22-0705-03.

Attch: Staff Report  
Resolution No. 22-0705-03 Awarding a Merit Bonus for Victoria Hoppe

9. **FIELD REPORT:** Verbal report

**Item 9.A: Field Report on Current and Upcoming Project**

Attch: June 2022 Field Report

10. **CLOSED SESSION:**

11. **GENERAL MANAGERS COMMENTS:** Verbal report

**Item 11.A: 11.1:**

12. **DIRECTORS COMMENTS:** Verbal information, non-action comments.

13. **FUTURE AGENDA REQUESTS:** Directors can suggest topics they would like on future agendas


14. **ADJOURNMENT:** Next Regular Board of Directors meeting is scheduled for July 18th, 2022

**CERTIFICATION OF POSTING:**

I, Victoria Hoppe, Office Manager of the Del Paso Manor Water District, do hereby declare under penalty of perjury that the foregoing agenda for the Regular meeting of the Board of Directors has been posted at the administrative office, and District website of the District and at least 72 hours prior to the meeting date.

Date Posted: June 30, 2022

Time posted: 4:00 P.M.

Signature: 

Office Manager  
Del Paso Manor Water District

**OTHER IMPORTANT INFORMATION**

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on its agenda but will not act on those items unless action is urgent, and a resolution is passed by two-thirds (2/3) vote declaring the need for action arose after posting of the agenda.

This agenda has been prepared and posted in compliance with the provisions of the Ralph M. Brown Act, and specifically the provisions of Sections 54954.2 and 54954.3 of the Government Code. Board action may occur on any identified agenda item. Any member of the public may address the Board on any identified agenda item of interest after board discussion has ended on that item, and if there is a motion, before the vote is taken. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

**PUBLIC COMMENTS:** If you would prefer to submit public comments in writing, please email your comments to [dpmwdclerk@delpasomanorwd.org](mailto:dpmwdclerk@delpasomanorwd.org) no later than 12:00pm the day of the meeting. If you are commenting on a specific agenda item, or items, please state the agenda item number(s) in the subject line of the email. All comments received via email will be provided to the Board in writing and included as part of the record of the meeting.

**DISABLED OR SPECIAL NEEDS ACCOMMODATION:**



In compliance with the Americans with Disabilities Act, Del Paso Manor Water District encourages those with disabilities to participate fully in the public hearing process. If you have a special need in order to allow you to attend or participate in our public meeting and public hearing processes, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 487-0419 at least 72 hours in advance of the public meeting or hearing you wish to attend so that we may make every reasonable effort to accommodate you.

# ATTACHMENT 3

## RESOLUTION NO. 22-0705-03

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT AWARDING A MERIT BONUS TO VICTORIA HOPPE

**WHEREAS**, Victoria Hoppe has been employed with the Del Paso Manor Water District for 3.5 years; and,

**WHEREAS**, the District's recent projects and reports have placed greater demands on Ms. Hoppe's time; and,

**WHEREAS**, the Board of Directors wishes to recognize Ms. Hoppe's efforts with a one-time merit bonus.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

The Board of Directors does hereby authorize a one-time merit bonus to Victoria Hoppe in the amount of \$6,600.00.


I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES: Dolk, Macias, Pratt, Saunders

NOES: Matteoli

ABSTAIN: None

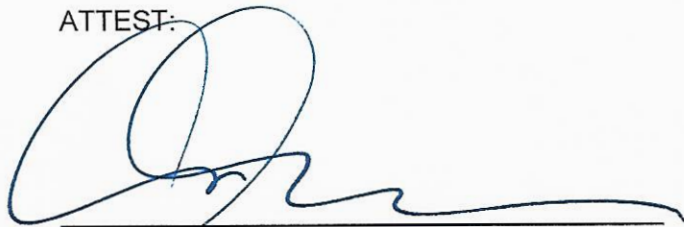
ABSENT: None



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Ryan Saunders, President  
Board of Directors

ATTEST:



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Alan Gardner, General Manager



**RESOLUTION NO. 22-0705-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
DEL PASO MANOR WATER DISTRICT AWARDING A MERIT BONUS TO VICTORIA  
HOPPE**

---

**WHEREAS**, Victoria Hoppe has been employed with the Del Paso Manor Water District for \_\_\_ years; and,

**WHEREAS**, the District's recent projects and reports have placed greater demands on Ms. Hoppe's time; and,

**WHEREAS**, the Board of Directors wishes to recognize Ms. Hoppe's efforts with a one-time merit bonus.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

The Board of Directors does hereby authorize a one-time merit bonus to Victoria Hoppe in the amount of \_\_\_\_\_.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Water District at a regular meeting held on the 5th day of July 2022, by the following vote:

AYES: Dolk, Macias, Pratt, Saunders

NOES: Matteoli

ABSTAIN: None

ABSENT: None

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Ryan Saunders, President  
Board of Directors

ATTEST:

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Alan Gardner, General Manager



# Sacramento County District Attorney's Office

ANNE MARIE SCHUBERT  
District Attorney

Rod Norgaard  
Chief Deputy

Michael M. Blazina  
Assistant District Attorney

September 22, 2022

Del Paso Manor Water District  
1817 Maryal Drive, #300  
Sacramento, CA 95864  
Attn: Mona Ebrahimi

Re: Brown Act Violation

Dear District Members:

The Sacramento County District Attorney's Office had received a complaint alleging that a Brown Act violation (Gov. Code § 54950, et seq.) occurred during a public meeting conducted via teleconference by the Del Paso Manor Water District on July 5, 2022. The complaint alleges that in relation to Agenda Item 8.E and Resolution 22-0705-03 involving the approval of a merit bonus for the Water District Office Manager, the supporting documentation and information was not available to the public in accordance with Government Code section 54957.5.

Upon reviewing your response to these allegations, as well as the relevant agendas, meeting minutes, and board packets, there is insufficient evidence to conclude that a violation occurred. Accordingly, the Sacramento County District Attorney's Office will take no further action on this matter.

Sincerely,

Bob McCloskey, Criminal Investigator  
Sacramento County District Attorney's Office  
Special Investigations & Public Integrity Unit  
(916) 874-4908