

ITEM #6.A

Approval of Minutes of the January 09, 2024 Special Meeting



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

DRAFT MINUTES

**January 09, 2023 6:00 PM
1817 Maryal Drive, Suite 300, Sacramento 95864**

1. CALL TO ORDER:

President Saunders called the meeting to order at 6:01 p.m.

2. ROLL CALL:

Directors Present: President Ryan Saunders, Carl Dolk, Bob Matteoli, Gwynne Pratt, and David Ross

Staff Present:	General Manager	Adam Coyan
	Office Manager	Victoria Hoppe
	Field Supervisor	Mike Jenner
	Certified Public Accountant	Robert Merritt
	Assistant Legal Counsel	Lauren Bernadette

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 Matteoli. The agenda was adopted on a 5 Yes/0 No vote.

4. PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA 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.

(6:02 pm)

President Saunders called for public comment. Seeing no one come forward, he closed 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.

(6:03 pm)

Request was made for Item 5.B to be discussed and considered separately.

Item 5.A: Approval of Minutes of the December 05, 2023 Regular Meeting

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

Director Matteoli abstained from the vote due to not being at the meeting.

Director Dolk made a motion to approve the Consent Calendar Item 5.A. The motion was seconded by Director Pratt. The motion was approved on a 4 Yes/0 No/1 Abstain (Matteoli) vote.

Item 5.B: Approval of Warrants and Payroll

Directors requested clarification on expenses. Staff fielded the inquiries.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

Director Ross made a motion to approve the Consent Calendar Item 5.B. The motion was seconded by Director Pratt. The motion was approved on a 5 Yes/0 No 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:

Item 8.A: Budget to Actuals

(6:09 pm)

Certified Public Accountant Merritt presented the staff report and fielded questions from the Board.

President Saunders called for public comment.

Carol Rose suggested only sending reminder letters to customers in the rears and begin the process now.

Marcy supported Carol Rose's suggestion.

Seeing no further comments, President Saunders closed public comment.

Directors inquired regarding shut off procedures and policies. Assistant General Counsel Bernadette spoke to policy, procedure, and legislation regarding shut off process and policies.

Item 8.B: Sacramento Suburban Water District Intertie Maintenance Agreement
(6:27 pm)

General Manager Coyan presented the staff report, recommended approval of the resolution, and fielded questions by the Board.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

Director Ross made a motion to approve Resolution 24-0109. The motion was seconded by Director Pratt. The motion was approved on a 5 Yes/0 No vote.

Item 8.C: Informational Presentation by Jerry Legg with California Cooperative Liquid Assets Securities System
(6:33 pm)

California Cooperative Liquid Assets Securities System Representative Jeff Legg presented.

General inquiry and discussion commenced amongst the Board, staff and presenter.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

The Board directed staff to prepare a resolution to join the California CLASS for discussion and consideration at a future meeting. The Board requested a discussion, on a future agenda, regarding forming an ad hoc committee.

9. FIELD REPORT: Verbal report

Item 9.A: Field Report on Current and Upcoming Projects
(6:53 pm)

Field Supervisor Jenner summarized the staff report and fielded inquiries from the Board.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

10. DIRECTOR REPORT ON COMMITTEE MEETINGS: Verbal report <i>Each Board Member will have 5 minutes to report out on all associated committees</i>

Item 10.A: Director Dolk
American Water Works Association (AWWA)
Association of California Water Agencies (ACWA)

Item 10.B: Director Matteoli
Association of California Water Agencies (ACWA) Agriculture

Association of California Water Agencies (ACWA) Groundwater
Sacramento Groundwater Authority (SGA)

Item 10.C: Director Ross

California Rural Water Authority (CRWA)
California Special Districts Association (CSDA)

Item 10.D: Director Saunders

Joint Powers Insurance (JPIA)

Item 10.E: Director Pratt

Regional Water Authority (RWA)
Water Forum

(6:58 pm)

Directors provided brief reports on committee meetings they attended or would attend at future meetings.

11. GENERAL MANAGERS COMMENTS: Verbal report

(7:04 pm)

General Manager Coyan provided an update on general District matters.

President Saunders called for public comment. Seeing no one come forward, he closed public comment.

General Manager Coyan fielded inquiry from public comments.

12. CLOSED SESSION:

1. Public Employee Performance Evaluation pursuant to Gov. Code section 54957:
General Manager

This item was heard out of order.

13. DIRECTORS COMMENTS: Verbal information, non-action comments.

(7:11 pm)

There were no Director comments.

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

(7:11 pm)

Director Matteoli requested a discussion regarding accessory dwelling units (ADUs). Support was provided by all Directors.

Director Dolk requested a discussion regarding impact fees. Support was provided by all Directors.

12. CLOSED SESSION:

1. Public Employee Performance Evaluation pursuant to Gov. Code section 54957:
General Manager

This item was heard out of order.

President Saunders called for public comment. Seeing no one come forward, he closed the public comment.

President Saunders recessed the open session and convened the closed session at 7:15 p.m.

The open session reconvened at 8:41 p.m.

President Saunders reported there was no reportable action and the Board is pleased with the General Manager's performance.

15. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for October 16, 2023

Director Ross made a motion to adjourn. Director Pratt seconded the motion. There being no further business, the Board of Directors meeting adjourned at 8:42 p.m.

APPROVAL:

ATTEST:

Ryan Saunders, President of the Board

Norma I. Alley, MMC, Clerk of the Board

ITEM #6.B

Approval of Warrants and Payroll

Del Paso Manor Water District
VENDORS PAID / APPROVED - JANUARY 2024

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health		\$667.35	10882
ACWA JPIA	Worker's Comp, Q2 (10/01/2023 - 12/31/2023)		\$4,317.68	10861
ADP	Payroll		\$24,137.96	EFT
ADP Taxes	Payroll Taxes		\$12,504.31	EFT
Appletree Answers	Answering service		\$534.41	CC
AT&T	Internet; Phone/Fax		\$85.60	CC
AT&T	Phone		\$345.74	CC
AT&T	Phone		\$214.77	CC
AT&T Mobility	Cell Phones; iPads		\$507.77	CC
BSK	Labs		\$1,008.00	10862
CalPers	Employee Contribution - Classic		\$2,400.85	EFT
CalPers	Employee Contribution - Pepra		\$2,943.86	EFT
CalPers	Health		\$14,050.40	EFT
CalPers	Unfunded Liability - Classic		\$5,958.92	EFT
DEX.YP	Yellow Pages		\$15.50	CC
Emigh Hardware	Material/Supplies		\$310.13	10863
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2023 (Well 9 Engineering)		\$2,697.50	10864
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2023 (Hydrolic Model Update)		\$1,342.50	10864
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2023 (On Call Services)		\$1,955.00	10864
Iconix Waterworks, Inc.	4268 Stock		\$396.52	10881
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through November 2023		\$6,888.00	10865
Leaf	Photocopy Machine Lease		\$172.92	EFT
Legacy Cleaning Services	Maryal office		\$160.00	CC
Munibilling	Heartland Return Fee (Q1 Quarter Subscription & Merchant Fees)		\$2,486.00	10866
PG&E	Gas		\$8.32	EFT
Regional Government Services (RGS)	November 2023 Clerk Services		\$979.04	10867
Robert Merritt	CPA - Services Rendered Through November 2023		\$1,140.00	10868
Sacramento Suburban Water District	Repairs to Becerra Way Intertie		\$6,445.34	10869
Sierra Chemical Company	Chemicals		\$294.00	10870
Sierra Chemical Company	Chemicals		\$462.00	10870
Smud	Account# 7000000179		\$7,488.01	10871
State Water Resource Control Board (SWRCB)	Water System Annual Fees (07/01/2023 - 06/30/2024)		\$14,730.13	10872
Streamline	Website		\$249.00	CC
tak Communications, Inc	2205 Ione Street		\$5,584.12	10873
Terrapin Technology Group	Software / Computers		\$222.35	10874

Del Paso Manor Water District
VENDORS PAID / APPROVED - JANUARY 2024

Tony's Backflow Services	Backflow device Testing (Internal)		\$385.00	10875
Total Compensation Systems, Inc.	GASB 75 Roll-Forward Valuation (2023 2nd Installment)		\$675.00	10876
Total Compensation Systems, Inc.	GASB 75 Roll-Forward Valuation (2024 1st Installment)		\$1,485.00	10876
Uinta Holdings, LLC	February 2024 Rent		\$2,700.00	10877
Umpqua Bank	District Credit Card		\$3,174.98	10878
Victoria Hoppe	Interest Bond Payment Postage		\$17.28	10879
VOYA	December 2024 Emp. Contribution		\$500.00	10880
Wex Bank	Gas		\$510.57	EFT
Wizix Technology Group, Inc.	Photocopy Machine		\$97.45	CC
MONTHLY TOTAL----->		\$0.00	\$133,249.28	

Approved at January 09, 2024 Special Meeting
TOTAL CHECKS ISSUED: 22
PAID VIA CREDIT CARD (CC): 19
PAID VIA ELECTRONIC FUNDS TRANSFER (EFT): 9
*** DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE**

Del Paso Manor Water District
VENDORS PAID / APPROVED - JANUARY 2024

UMPQA DISTRICT CREDIT CARD - PAID JANUARY 2024					
VENDORS NAME	DESCRIPTION	AMOUNT	PAID DATE		
Zoom	Cloud Recording	40.00	1/4/2024		
DEX.YP	Yellow Pages	15.50	1/4/2024		
Streamline	Website	249.00	1/10/2024		
Appletree Answers	Answering service	564.36	1/10/2024		
Wizix Technology Group, Inc.	Photocopy Machine	97.45	01/10/224		
Legacy Cleaning Services	Maryal office	160.00	1/10/2024		
AT&T	Phone	214.77	1/10/2024		
AT&T	Phone	345.74	1/10/2024		
AT&T Mobility	Cell Phones; iPads	507.77	1/10/2024		
Amazon	Office Supplies	36.62	1/12/2024		
Amazon	Office Supplies	36.80	1/20/2024		
Amazon	Office Supplies	197.29	1/13/2024		
Amazon	Office Supplies	11.80	1/13/2024		
AT&T	Internet; Phone/Fax	85.60	1/12/2024		
Amazon	Office Supplies	48.60	1/12/2024		
Amazon	Office Supplies	98.36	1/12/2024		
Amazon	Office Supplies	149.98	1/15/2024		
Walgreens	Office Supplies	63.83	1/17/2024		
Barnes Welding Supply	4268 Supplies	28.82	1/25/2024		
2023 Rebate Credit		-441.30	1/26/2024		
		2,510.99			

Del Paso Manor Water District
FEBRUARY 2024 VENDORS FOR APPROVAL

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health			
ADP	Payroll			
ADP Taxes	Payroll Taxes			
A.I. Electric	Well 4 Troubleshoot		\$320.87	
Appletree Answers	Answering service			
AT&T	Internet; Phone/Fax			
AT&T	Phone		\$346.93	
AT&T	Phone			
AT&T Mobility	Cell Phones; iPads			
BSK	Labs		\$2,688.00	
CalPers	Employee Contribution - Pepra		\$3,239.14	
CalPers	Employee Contribution - Classic		\$2,400.85	
CalPers	Health		\$14,050.40	
CalPers	Unfunded Liability - Classic		\$5,958.92	
City of Sacramento	Diversion Billing (July - December 2023)		\$3,343.59	
DEX.YP	Yellow Pages		\$15.50	
Emigh Hardware	Material/Supplies			
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2024 (On-Call Services 2024)		\$3,501.25	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2024 (Hydraulic Model)		\$7,432.50	
Forsgren Associates, Inc.	Services Rendered Thru 01/25/2024 (Well 9 Engineering)		\$1,237.50	
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through December 2023		\$5,947.00	
Iconix Waterworks, Inc.	Fox Hollow Lane		\$779.05	
Iconix Waterworks, Inc.	4268 Stock		\$696.37	
Leaf	Photocopy Machine Lease			
Legacy Cleaning Services	Maryal office		\$160.00	
MailRite	Billing Mailhouse (Nov./Dec. 2023 Billing & insert)		\$3,378.96	
Munibilling	Rate Changes		\$375.00	
Munibilling	December 2023 Merchant Fees		\$10.00	
PG&E	Gas		\$9.16	
Regional Government Services (RGS)	December 2023 Clerk Services		\$367.14	
Robert Merritt	CPA - Services Rendered Through December 2023		\$617.50	
Sacramento County Utilities	Utilities		\$242.68	

Del Paso Manor Water District
FEBRUARY 2024 VENDORS FOR APPROVAL

Sacramento Suburban Water District (SSWD)	2022/2023 Intertie Water Delivery		\$595.08	
Sierra Chemical Company	Chemicals		\$420.00	
Smud	Account# 7000000179		\$6,316.01	
Streamline	Website		\$249.00	
TAK Communications, Inc.	2510 Ione Street		\$4,831.80	
TAK Communications, Inc.	3720 Dubac Way		\$6,008.64	
Terrapin Technology Group	Software / Computers		\$182.35	
Uinta Holdings, LLC	March 2024 Rent		\$2,700.00	
Umpqua Bank	District Credit Card		\$2,510.99	
USA BlueBook	Well Parts		\$58.85	
VOYA	January 2024 Employee Contribution		\$500.00	
Wex Bank	Gas		\$379.23	
Wizix Technology Group, Inc.	Photocopy Machine		\$97.45	
MONTHLY TOTAL----->		\$0.00	\$81,967.71	

Del Paso Manor Water District
BOD Compensation Expense Summary
JANUARY 2024

JANUARY 2024 MEETINGS		DOLK	MATTEOLI	PRATT	ROSS	SAUNDERS
	Board Meetings					
	DPMWD - Regular Board Meeting					
1/9/2024	DPMWD - Special Board Meeting	1	1	1	1	1
	DPMWD - Emergency Board Meeting					
	ADHOC Committee Meetings					
	Director Compensation Committee Meeting					
	Finance Standing Committee Meeting					
	General Counsel Review Committee					
	General Manager Evaluation Committee					
	LAFCo 2x2 Meeting					
	SSWD / DPMWD 2X2 Committee					
	Succession Planning Committee					
	Other Meetings					
	American Water Works Association (AWWA) (Dolk)					
	Association of California Water Agencies (ACWA) (Dolk)					
	Association of California Water Agencies (ACWA) Agriculture (Matteoli)					
	Association of California Water Agencies (ACWA) Groundwater (Matteoli)					
	California Rural Water Authority (CRWA) (Ross)					
	California Special Districts Association (CSDA) (Ross)					
1/22/2024	Ethics Training (AB1234)			1		
	Joint Powers Insurance (JPIA) (Saunders)					
	Legal Council Meeting					
1/18/2024	Regional Water Authority (RWA) (Pratt)			1		
	Sacramento Groundwater Authority (SGA) (Matteoli / Pratt)					
	Sacramento Suburban Water District (SSWD)					
1/20/2024	Sexual Harassment Prevention Training (AB1825)			1		
10 & 01/16 2024	Water Forum (Pratt)			2		
	January Monthly Meeting Totals	1	1	6	1	1
	TOTAL MEETINGS	1	1	6	1	1
	TOTAL COMPENSATED MEETINGS	\$100	\$100	\$600	\$100	\$100

ITEM #9.A

Budget to Actuals

**Del Paso Manor Water District
Budget To Actual Comparison
July 1, 2023 to January 31, 2024**

Notes

	Year to Date July 1, 2023 to January 31, 2024	Budget	Percent of Budget
Revenues			
Water Sales	981,358	1,358,847	72.22%
C.I.P. Revenue	353,687	598,811	59.06%
Other water sales	1,106	-	Not budgeted
Other customer charges	7,220	-	Not budgeted
Interest income	16,309	30,000	54.36%
Misc. income	-	-	Not budgeted
Total Revenues	1,359,680	1,987,658	68.41%
Employee Related			
Management Salaries	78,747	160,000	49.22%
Staff Salaries	158,856	328,051	48.42%
Director Fees	7,200	22,000	32.73%
Payroll Taxes	24,539	41,000	59.85%
PERS Retirement	59,311	100,500	59.02%
Health	55,417	90,000	61.57%
Retiree Health Benefits & OPEB	37,817	80,000	47.27%
Total Employee Related	421,887	821,551	51.35%
Administration			
Insurance	59,491	59,500	99.98%
Office Expense	59,398	91,500	64.92%
Audit Fees	10,700	12,000	89.17%
Legal Fees	62,852	200,000	31.43%
Election Related	-	3,000	0.00%
Miscellaneous	10,758	5,000	215.16%
Professional Administration Fees	56,289	131,700	42.74%
Bank Charges	1,119	2,000	55.95%
Professional Dues	51,239	58,500	87.59%
Professional Meetings	-	10,000	0.00%
Cert/Continuing Education	-	5,000	0.00%
Total Administration	311,846	578,200	53.93%
Operations			
Conservation	-	3,400	0.00%
Power	53,700	112,000	47.95%
Repairs & Maintenance	60,337	216,000	27.93%
Lab Fees	16,685	7,000	238.36%
Backflow Program	385	2,000	19.25%
Engineering	43,917	250,000	17.57%
City Water	-	7,000	0.00%
Capital/Equipment Expenditures	-	60,000	0.00%
Total Operating	175,024	657,400	26.62%
Total Employee Related, Administration and Operating Expenses	908,757	2,057,151	44.18%
C.I.P.			
New Pipeline	-	50,000	0.00%
Well #2	-	950,000	0.00%
Well # 6B	-	50,000	0.00%
Well #9	12,962	360,000	3.60%
Interest Expense & Principal Debt Payment	67,665	325,000	20.82%
Total C.I.P.	80,627	1,735,000	4.65%

Amounts above are not audited

Notes

- 1 Misc. expenses include employee relocation and operating interest expenses

	January 2023	Budget	Percentage of Budget
Employee Related			
5102.10 · Management salaries	78,747.00	160,000.00	49.22%
5102.15 · Field salaries	112,113.00	250,000.00	44.85%
5102.20 · Office manager salary	46,743.00	78,051.00	59.89%
5102.05 · Director fees	7,200.00	22,000.00	32.73%
5102.30 · Payroll taxes	24,539.00	41,000.00	59.85%
6451.00 · PERS/retirement	59,311.00	100,500.00	59.02%
6501.00 · Employee healthcare (CalPers)	55,417.00	90,000.00	61.57%
6502.00 · Retiree health benefits	37,817.00	80,000.00	47.27%
Administration			
5251.00 · Insurance			
5251.05 · Liability	46,392.00	40,000.00	115.98%
5251.10 · Property	4,585.00	4,500.00	101.89%
5251.15 · Workers Compensation	8,514.00	15,000.00	56.76%
6151.00 · Office expense			
6151.05 · District office lease	20,820.00	32,000.00	65.06%
6151.10 · Phone service	2,959.00	4,500.00	65.76%
6151.15 · Internet provider	3,181.00	5,000.00	63.62%
6151.20 · Sewer & garbage (Lusk)	722.00	2,000.00	36.10%
6151.21 · Miscellaneous (office other)	0.00	0.00	N/A
6151.25 · Postage	16,996.00	20,000.00	84.98%
6151.30 · Printing	0.00	1,000.00	0.00%
6151.35 · Computers & supplies	265.00	3,500.00	7.57%
6151.40 · Office supplies	3,988.00	7,500.00	53.17%
6151.45 · Answering service	3,602.00	5,500.00	65.49%
6151.50 · Office furniture	0.00	2,000.00	0.00%
6151.55 · Payroll preparation	886.00	2,000.00	44.30%
6151.60 · GASB 75 valuation	2,160.00	2,000.00	108.00%
6151.70 · Janitorial	1,120.00	2,500.00	44.80%
Office expense - other	2,699.00	0.00	N/A
6152.00 · Building maintenance	2,408.00	2,000.00	120.40%
6251.00 · Audit	10,700.00	12,000.00	89.17%
6255.00 · Election related	0.00	3,000.00	N/A
6301.00 · Legal	62,852.00	200,000.00	31.43%
6401.00 · Misc	10,758.00	5,000.00	215.16%
6601.00 · Professional Admin fees			
6601.05 · SWRCB annual fees	15,598.00	16,000.00	97.49%
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	0.00	5,000.00	0.00%
6601.30 · Encroachment permits	0.00	500.00	0.00%
6601.35 · CPA fees	5,843.00	18,000.00	32.46%
6601.00 · Professional admin fees - other	34,148.00	60,000.00	56.91%
6601.50 · Public relations	0.00	30,000.00	0.00%

6171.00 · Bank fees	1,119.00	2,000.00	55.95%
6561.00 · Professional dues			
6561.05 · ACWA	9,783.00	11,000.00	88.94%
6561.10 · AWWA	494.00	700.00	70.57%
6561.15 · CSDA	8,186.00	8,300.00	98.63%
6561.20 · CRWA	750.00	1,000.00	75.00%
6561.25 · RWA	7,864.00	9,500.00	82.78%
6561.30 · SGA	21,243.00	25,000.00	84.97%
6561.35 · SAWWA	0.00	1,000.00	0.00%
6561.00 · Professional dues - other	2,919.00	2,000.00	145.95%
6551.00 · Professional meetings	0.00	10,000.00	0.00%
6610.00 Certification/continuing education	0.00	5,000.00	0.00%
Operations			
5121.00 Conservation	0.00	3,400.00	0.00%
5151.00 · Power			
5151.05 · PG&E	51.00	2,000.00	2.55%
5151.10 · SMUD	53,649.00	110,000.00	48.77%
5201.00 · R & M			
5201.05 · Leak repairs	25,547.00	104,000.00	24.56%
5201.10 Field Equipment	0.00	2,000.00	0.00%
5201.15 · Field supplies	6,495.00	35,000.00	18.56%
5201.20 · Fuel for vehicles	3,089.00	9,000.00	34.32%
5201.25 Vehicle repair and maintenance	718.00	3,000.00	23.93%
5201.35 · Chlorine	5,426.00	11,000.00	49.33%
5201.45 · Well repair & maintenance	12,352.00	6,000.00	205.87%
5201.55 · Field staff cellular service	2,819.00	6,000.00	46.98%
5201.00 R & M other	1,000.00	0.00	N/A
5201.70 SSWD Mutual Aide Field Staff	483.00	40,000.00	1.21%
5301.00 · Lab fees (H2O testing)	16,685.00	7,000.00	238.36%
5451.00 City water	0.00	7,000.00	0.00%
5452.00 Backflow program	385.00	2,000.00	19.25%
5351.00 Engineering	43,917.00	250,000.00	17.57%

Del Paso Manor Water District
Monthly Cash Flow Activity (Unaudited)
December 2023

	Operating Bank Account	L.A.I.F.	Total
Account Balances at December 1, 2023	\$ 528,187	\$ 1,825,317	\$ 2,353,504
Rate payer collections	142,318	-	142,318
Other receipts	500	-	500
Payroll disbursements	(34,114)	-	(34,114)
Vendor payments	(210,668)	-	(210,668)
Account Balances at December 31, 2023	<u>\$ 426,223</u>	<u>\$ 1,825,317</u>	<u>\$ 2,251,540</u>

The activity above is not audited

Del Paso Manor Water District

Account Type - All

As Of: 01/31/2024

Account Category - All

Billing Type - All

Accounts Receivable Aging

Summary

Account Type	Account Category	Credits	60 - 89 Days	90 + Days	Total
CO (Commercial)	MAIN (MAIN)	0.00	323.00	161.50	484.50
	METER (METER)	(2,086.82)	16,291.67	27,711.43	117,980.04
RE (Residential)	MAIN (MAIN)	(24,678.77)	45,855.65	72,805.09	93,981.97
	METER (METER)	0.00	0.00	0.00	770.87
Total		(26,765.59)	62,470.32	100,678.02	213,217.38

ITEM #9.B

Informational Update on Finance AdHoc Committee Recommendation

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: February 06, 2024

AGENDA ITEM NO. 9.B

SUBJECT: Informational Update on Finance AdHoc Committee Recommendation

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

At the November 07, 2023, the Finance AdHoc committee presented and provided their recommendation to the Board of Directors to move the current checking account from Bank of the West (now Bank of Montreal) to Chase Bank and leave LAIF as is. The recommendation was voted on and passed 5yes/0 No.

The AdHoc finance committee has been in contact with Chase bank to finalize moving the account. After speaking to the representatives at Chase, the bank is requesting information from the Board of Directors. Examples of requested information is below:

- A signed letter on your organizational letterhead, requesting to open a new account for the organization, including details of who should be the primary authorized representative(s) and those to be included as signers. Please have the letter signed by the primary authorized person. The authorized reps will need to be corporate titles such as secretary, executive director, president or director of finance and the signers will simply have the title of signers. These titles are for internal purposes, and most often do not match the correct functional titles.
- Confirmation of emails and cell phone that will be best to receive the DocuSign and code verification by text.
- A completed signer profile form (attached) for each individual to be included on the account, along with a copy of a driver's license for primary id and a credit card for secondary id.
- Organizational documents, such as the articles of organization and current registration
- Confirmation of the tax id number

BUDGET:

This informational item will have no effect on the budget.

RECOMMENDATION:

Staff recommends postponing the transfer until the District has a full board.

ATTACHMENTS:

N/A

ITEM #9.C

Resolution No. 24-0206-01 Authorizing a Cost-of-Living Increase for all District Staff Except General Manager

DEL PASO MANOR WATER DISTRICT

REGULAR BOARD MEETING

DATE: February 6, 2024

AGENDA ITEM NO. 9.C

SUBJECT: Resolution No. 24 - 0206 - 01 Authorizing a Cost of Living Increase for all District Staff Except General Manager

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

The Del Paso Water District ("District") has historically voted every year on a cost-of-living adjustment (COLA) for employees; however, this is within the Board's discretion and budgetary considerations.

Since 1975, Social Security's general benefit increases have been based on increases in the cost of living, as measured by the Consumer Price Index. It is determined a 3.2% COLA became effective on October 12, 2023. The current employees did not get this increase.

The General Manager is proposing a 3.2% COLA for all District employees effective the next pay cycle. Further, it is proposed that the Board of Directors adopt a resolution that allows automatic annual increases based upon the Social Security general benefit increase with a not to exceed amount of 4%. This increase will benefit the District in at least three ways: 1) it will decrease the pay gap between the District's current employees and their professional peers; 2) it will incentivize more qualified recruits for the District's vacant positions; and 3) it will strengthen employment retention in the District, ensuring more stable and reliable operations district-wide. If the Board of Directors approves of this increase and policy, the annual increases will be determined and effective every October.

Exhibit B of Resolution No. 24-0206 is the proposed salary schedule, incorporating the 3.2% proposed COLA. If approved, Exhibit B would result in a total increase in wages this fiscal year of \$3,212.77 for the three currently filled job positions. In addition, the District would be responsible for \$255.41 to satisfy its CALPERS obligations, currently set at 7.950% of reported earnings.

FINANCIAL IMPACT:

If the 3.2% COLA is approved by the Board of Directors, the total increase in wages for the three current employees would be \$3,212.77, with a CALPERS contribution of \$255.41. The budget currently has a COLA increase built into it.

RECOMMENDATION:

Staff recommends approval of an automatic COLA tied to SSI with a not to exceed 4% for all District employees except the General Manager, whose compensation and benefits is determined annually, following a performance review.

ATTACHMENTS:

Resolution No. 24-0206-01

Exhibit A – Current Salary Schedule

Exhibit B – Proposed Salary Schedule

RESOLUTION NO. 24-0206-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT
TO AUTHORIZE A COST-OF-LIVING ADJUSTMENT FOR ALL DISTRICT STAFF EXCEPT
GENERAL MANAGER**

WHEREAS, the Del Paso Manor Water District (the "District") currently staffs four (4) full time at-will employees and has no vacant staff positions.

WHEREAS, the District is unusually complex for a small organization and requires office and field staff to have significantly more and varied skill sets than their professional peers in other local water districts, including two field staff members that are required to be on call every other week. Instead, other water districts tend to have staff more specialized in one or two functions or their respective districts are simpler to operate. Neither of those circumstances exist in the District.

WHEREAS, the level of knowledge, experience, on call duty and certifications required of employees in light of the District's unique needs make it difficult to attract qualified candidates in the current shallow labor market. The District is further disadvantaged by the absence of an automatic Cost of Living Adjustment ("COLA").

WHEREAS, the current and prior Grand Juries, State Water Resources Control Board, and LAFCO have all stated the District needs to maintain and expand its staff to meet all current regulatory and operational requirements.

WHEREAS, The District has not approved a cost-of-living adjustment (COLA) increase in October when SSI released its COLA.

WHEREAS, the current salary schedule for all of the District's staff is attached and incorporated hereto as Exhibit A.

WHEREAS, in an effort to make the District more competitive in a challenging labor market, the Board of Directors approve a one-time 3.2% adjustment to all current salary bands identified in Exhibit A, except the General Manager who is a contract employee directly reviewed by the Board, to be effective on February 7, 2024 and result in the proposed salary schedule attached and incorporated hereto as Exhibit B.

WHEREAS, the 2024 COLA adjustments would result in a total increase in wages of \$3,212.77 for all currently filled non-contract job positions. In addition, the District would be responsible for \$255.41 to satisfy its CALPERS obligations, currently set at 7.950% of reported earnings.

WHEREAS, in light of the employee recruiting and retention challenges facing the District, the District desires to immediately implement a 3.2% COLA to be added to all salary bands identified in Exhibit A, with an automatic COLA adjustment based on SSI every October, except the General Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT:

1. The Board of Directors does hereby find that the foregoing recitals are true and correct and hereby incorporates them into its findings.

2. The Board of Directors does hereby approve a 3.2% Cost of Living Adjustment except for the General Manager as effectuated by the 2024 Salary Schedule, attached and incorporated hereto as Exhibit B.

3. The Board of Directors approves automatic adjustments to the salary schedule every October based upon SSI increase not to exceed 4%.

4. The Board of Directors finds that this action is exempt from the California Environmental Quality Act because compensation increases are not a “project” subject to CEQA because this approval would not have a direct or reasonably foreseeable indirect impact on the environment.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Manor Water District at a regular meeting held on the 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Adam Coyan, General Manager

Del Paso Manor Water District

Salary Schedule*

Exhibit A

Board Approved on October 02, 2023

Position - Exempt	Salary
General Manager	\$ 110,000

Position - Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Manager - Grade 27	45.07	47.34	49.70	52.18	54.79	57.53
Annually	86,534	90,893	95,424	100,186	105,197	110,458

Position - Non-Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Supervisor - Grade 24	38.94	40.89	42.93	45.07	47.34	49.70
Annually	\$80,995	\$85,051	\$89,294	\$93,746	\$98,467	\$103,376

O&M Tech II/CC - Grade 20	32.03	33.63	35.32	37.09	38.94	40.86
Annually	66,622	69,950	73,466	77,147	80,995	84,989

O&M Tech II - Grade 16	26.36	27.68	29.06	30.51	32.03	33.63
Annually	54,829	57,574	60,445	63,461	66,622	69,950

Office Manager - Grade 16	37.88	39.75	41.62	43.50	45.39	47.26
Annually	78,767	82,673	86,579	90,485	94,392	98,299

O&M Tech I - Grade 11	20.65	21.69	22.77	23.90	25.10	26.36
Annually	42,952	45,115	47,362	49,712	52,208	54,829

Office Assistant - Grade 11	20.65	21.69	22.77	23.90	25.10	26.36
Annually	42,952	45,115	47,362	49,712	52,208	54,829

*Note: Each position has a Grade Level and starts at Step 1, with a 5% increase between Steps.

Del Paso Manor Water District

DRAFT Salary Schedule

Exhibit B

Position - Exempt	Salary
General Manager	\$ 110,000

Position - Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Manager - Grade 27	46.51	48.85	51.29	53.85	56.54	59.37
Annually	89,299	93,792	98,477	103,392	108,557	113,990

Position - Non-Exempt	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Field Supervisor - Grade 24	40.19	42.20	44.30	46.51	48.85	51.29
Annually	\$83,595	\$87,776	\$92,144	\$96,741	\$101,608	\$106,683
O&M Tech II/CC - Grade 20	33.05	34.71	36.45	38.28	40.19	42.17
Annually	68,744	72,197	75,816	79,622	83,595	87,714
O&M Tech II - Grade 16	27.20	28.57	29.99	31.49	33.05	34.71
Annually	56,576	59,426	62,379	65,499	68,744	72,197
Office Manager - Grade 16	39.09	41.02	42.95	44.89	46.84	48.77
Annually	81,307	85,322	89,336	93,371	97,427	101,442
O&M Tech I - Grade 11	21.31	22.38	23.50	24.66	25.90	27.20
Annually	44,325	46,550	48,880	51,293	53,872	56,576
Office Assistant - Grade 11	21.31	22.38	23.50	24.66	25.90	27.20
Annually	44,325	46,550	48,880	51,293	53,872	56,576

ITEM #9.D

Participation in California Cooperative Liquid Assets Securities System

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: January 09, 2024

AGENDA ITEM NO. 9.D

SUBJECT: Participation in California Cooperative Liquid Assets Securities System

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

The California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies. California CLASS provides California public agencies with a convenient method for investing in high-quality, short- to medium-term securities carefully selected to optimize interest earnings while prioritizing safety and liquidity. The California CLASS Prime and Enhanced Cash funds offer public agencies the opportunity to strengthen and diversify their cash management programs in accordance with the safety, liquidity, and yield hierarchy that governs the investment of public funds.

Participation in California CLASS is open to all public agencies in the state of California that have the authority to invest their treasury's funds. According to California Government Code 6500, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another state, or any joint powers authority formed pursuant to this article [Article 1 of the Joint Exercise of Powers Act] by any of these agencies can participate in California CLASS. Additionally, according to Section 6509.7, a nonprofit corporation whose membership is confined to public agencies or public officials may also participate.

At the January 09, 2024 special meeting, Jerry Legg with California Cooperative Liquid Assets Securities System (California CLASS) presented information to the Board of Directors on joining California CLASS.

The Board directed staff to prepare a resolution to join the California CLASS for discussion and consideration at a future meeting.

BUDGET:

This item will have no effect on the district budget.

RECOMMENDATION:

Approve resolution 24-0206-02 authorizing the del paso manor water district to become a participant and purchase shares of beneficial interest issued by the California class from time to time.

ATTACHMENTS:

1. Resolution 24-0206-02 authorizing the del paso manor water district to become a participant and purchase shares of beneficial interest issued by the California class from time to time.
2. California CLASS Registration Packet

RESOLUTION NO. 24-0206-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DEL PASO MANOR WATER DISTRICT
AUTHORIZING THE DEL PASO MANOR WATER DISTRICT TO BECOME A
PARTICIPANT AND PURCHASE SHARES OF BENEFICIAL INTEREST ISSUED BY THE
CALIFORNIA CLASS FROM TIME TO TIME**

WHEREAS, the Del Paso Manor Water District (“District”) is permitted and has the power pursuant to California Government Code section(s) 53601 and/or 53635 to invest all money belonging to, or in the custody of, the District in certain specified investments, including but not limited to securities and obligations as described in California Government Code section 53601, subdivision (p); and

WHEREAS, the California Cooperative Liquid Assets Securities System (“California CLASS”) is a joint powers entity created by a joint exercise of powers agreement (“Agreement”) by and among California public agencies pursuant to Government Code section 6509.7; and

WHEREAS, the Agreement sets forth the terms for the “California CLASS Investment Program” which has been established for the purpose of consolidating investment activities of the participating public agencies (referred to in the Agreement as “Participants”) and thereby reducing duplication, taking advantage of economies of scale, and performing governmental functions more efficiently; and

WHEREAS, pursuant to California Government Code section 6509.7, a joint powers entity such as the California CLASS may issue shares of beneficial interest in an underlying pool of securities owned by the joint powers entity to participating public agencies such as the District; and

WHEREAS, the District desires to invest in one or more funds of the California Class Investment Program to be managed by the Investment Advisor to the California CLASS pursuant to the terms of the Agreement; and

WHEREAS, the Agreement and a description of the California CLASS have been presented to the District and its Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT:

1. The Board of Directors does hereby find that the foregoing recitals are true and correct and hereby incorporates them into its findings.

2. The General Manager of the District is hereby authorized to complete the Participant Registration materials for the California CLASS Investment Program so that the District may become a Participant under the Agreement and purchase shares of beneficial interest issued by the California CLASS from time to time with available funds of the District, and to redeem such shares as needed.

I certify that the foregoing Resolution was adopted by the Board of Directors of the Del Paso Manor Water District at a regular meeting held on the 6th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ryan Saunders, President
Board of Directors

ATTEST:

Adam Coyan, General Manager



California CLASS Registration Packet



Welcome to California CLASS

Thank you for choosing California CLASS!

We believe you have made a sound financial decision in choosing California Cooperative Liquid Assets Securities System (California CLASS). We look forward to being a trusted partner to your organization and its investment management goals and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your California CLASS account(s). If you have any questions about the registration process or about your California CLASS account(s), please do not hesitate to contact us. The California CLASS Client Service team can be reached any business day from 8:00 a.m. to 4:00 p.m. PT by phone at (877) 930-5213 or by email at clientservices@californiaclass.com.

Registration Procedures

To participate in California CLASS, please complete the following:

- 1) Review the Joint Exercise of Powers Agreement and the applicable Information Statements relating to the California CLASS Prime Fund and the Enhanced Cash Fund (located in the Document Center at www.californiaclass.com).
- 2) Complete the California CLASS Participant Representation Form (page 4).
- 3) Complete the Participant Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Should you be interested in participating in California CLASS Prime, complete the California CLASS Prime Fund Account(s) to be Established form; you may open as many accounts as you wish (page 8).
- 6) Should you be interested in participating in California CLASS Enhanced Cash, complete the California CLASS Enhanced Cash Fund Account(s) to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records and send the completed packet to the California CLASS Client Service team by fax (877) 930-5214 or by email clientservices@californiaclass.com.

Questions? Please contact us; we would love to hear from you:

California CLASS Client Service Team
T (877) 930-5213
clientservices@californiaclass.com

Through the California CLASS website, www.californiaclass.com, Participants will be regularly informed of important program information, holidays, upcoming Board meetings, Participant events, conferences, and more. Board of Trustee meetings, which are open to the public, are generally held quarterly and discuss relevant issues to the governance and operations of the California CLASS program.

Participant Representation Form

Participant Information

Entity Name (Participant) _____

Participant Representations

The undersigned Authorized Signer for the Participant hereby represents and warrants the following during the period the Participant is investing in the California CLASS Investment Program:

- The Participant is (1) a Public Agency (as defined in the Joint Exercise of Powers Agreement) and (2)(a) a political subdivision of the State of California or (b) an organization whose income is excluded from taxable gross income under Section 115 of the Internal Revenue Code, in each case, that has the authority to invest funds in its treasury in investments in accordance with Section 53601 of the California Government Code.
- The Participant is authorized to invest in the California CLASS.
- Any Authorized Signer for the Participant designated in this California CLASS Registration Packet has full power and authority to make investments for the above Participant in the California CLASS Investment Program unless the California CLASS receives written notice from the Participant otherwise.
- The Participant has reviewed and agrees to the limitations described in the Joint Exercise of Powers Agreement and the Information Statements for the Funds within the California CLASS Investment Program and acknowledges that it has been supplied with or been given access to information it requested in connection with making an investment in the California CLASS Investment Program.
- The Participant has reviewed the Investment Policies for the Funds within the California CLASS Investment Program and has determined that they are consistent with the legal and policy limitations applicable to the Participant's investments.
- The Participant has consulted with its own counsel and advisers as to all matters concerning investment in the California CLASS Investment Program.

Authorized Signer

Signature _____

Date _____

Print Name _____

Title _____

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Participant Registration

Entity Information

Entity Name (Participant) _____

Entity Type: City/Town County School District Special District

Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

California CLASS is hereby authorized to honor any telephone, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each Participant is responsible for notifying California CLASS of any changes to its account by filling out and sending via mail or email the Forms available on the California CLASS website.

Wires will be distributed every hour with the final distribution ending at 11:00 a.m. PT; distribution times are subject to change as needed by the California CLASS Administrator. Additionally, California CLASS must be notified of any contributions by 11:00 a.m. PT to receive same day credit. **If funds are not received by 2:00 p.m. PT, contribution orders will be voided.**

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both



Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Transfer funds Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

Authorized Signer

Print First and Last Name

Title

Signature Required

Phone

Email

Fax

Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone

Email

Fax

Permissions (check one only)

Authorized Signer to Move Funds*

Read-Only Access

Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone

Email

Fax

Permissions (check one only)

Authorized Signer to Move Funds*

Read-Only Access

Email Notifications (notice of report availability in the online portal)

Monthly Statements

Transaction Confirmations

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone

Email

Fax

Permissions (check one only)

- Authorized Signer to Move Funds*
- Read-Only Access

Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone

Email

Fax

Permissions (check one only)

- Authorized Signer to Move Funds*
- Read-Only Access

Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations

Additional Contact (Optional)

Print First and Last Name

Title

*(Signature Required if Authorized Signer)

Phone

Email

Fax

Permissions (check one only)

- Authorized Signer to Move Funds*
- Read-Only Access

Email Notifications (notice of report availability in the online portal)

- Monthly Statements
- Transaction Confirmations



Entity Name (Participant): _____

(To be completed by Participant)

[illegible]

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@californiaclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.



California CLASS Enhanced Cash Fund Account(s) to be Established

Entity Name (Participant): _____

Desired Subaccount Name(s)*:

(To be completed by Participant)

California CLASS Enhanced Cash is designed to complement the daily liquidity offered by the California CLASS Prime portfolio.

Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Unlike the Prime Fund, investing in Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

If you have questions about which of your local government's funds are appropriate for the California CLASS Enhanced Cash portfolio, please contact your California CLASS representative or email info@californiaclass.com.

*Name must be limited to 35 characters.

Once your California CLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@californiaclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the California CLASS Client Service team.

ITEM #9.E

Consider Proposed First Amendment to the District's Employment Agreement with General Manager Adam Coyan to Amend Base Salary Rate

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: February 6, 2024

AGENDA ITEM NO. 9.E

SUBJECT: Consider Proposed First Amendment to the District’s Employment Agreement with General Manager Adam Coyan to Amend Base Salary Rate

STAFF CONTACT:

General Counsel

BACKGROUND:

The Del Paso Manor Water District (“District”) appointed Adam Coyan as the District’s General Manager in June of 2023. The District and General Manager Coyan entered an Employment Agreement that became effective on July 3, 2023. In January of 2024, the District Board of Directors conducted a six-month performance evaluation of the General Manager and concluded that Mr. Coyan was performing his job duties well.

As such, the Directors wish to change General Manager Coyan’s base salary to a rate of \$_____ per year.

FINANCIAL IMPACT:

If approved by the Board, this action will cost the District \$_____ per year in addition to the General Manager’s current salary, which is \$135,000 per year.

Additionally, salary increases are subject to a PERS contribution by the District.

RECOMMENDATION:

The Board recommended this change in closed session and directed the General Counsel to draft this report and the proposed First Amendment to the Employment Agreement with Adam Coyan.

ATTACHMENTS:

Exhibit A – Employment Agreement with Adam Coyan, effective July 3, 2023

Exhibit B – Proposed First Amendment to Employment Agreement with Adam Coyan

**EMPLOYMENT AGREEMENT
DEL PASO MANOR WATER DISTRICT
GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT is made and entered on June 5, 2023 by and between the Del Paso Manor Water District, a California county water district ("the District") and Adam Coyan ("Employee") an individual. The effective date of this Agreement is July 3, 2023. The District and Employee may be individually referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

- A. The District has created the position of general manager ("General Manager") to be the administrative head of District government under the direction and control of the District's Board of Directors ("Board"); and,
- B. The District has been actively recruiting for the position of General Manager; and,
- C. The Board has evaluated Employee's knowledge, experience, administrative skills and abilities, as evidenced in his professional background and has determined Employee is the best candidate and is qualified to fill the position of General Manager; and,
- D. On June 5, 2023, the Board voted to employ Adam Coyan as General Manager, effective July 3, 2023, and was presented with Exhibit 1, attached hereto; and,
- E. On July 3, Adam Coyan will begin his employment as General Manager.

NOW THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, agree as follows:

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made a part of this Agreement by reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of the Agreement, Sections 1 through 9 shall prevail.

Section 2. Appointment of General Manager, Duties and Term

Section 2.1. Appointment of General Manager. In accordance with the Board's approval, Employee is hereby appointed to the position of General Manager, in and for the District, to perform the functions and duties of the General Manager as specified in this Agreement. Employee accepts such appointment and employment pursuant to the terms of this Agreement.

Section 2.2. Term. The term of the Agreement shall be three (3) years from the effective date of this Agreement, subject to the provisions of Section five (5) of this Agreement. The term of this Agreement notwithstanding, Employee is at all times an at-will employee as set forth in Section 2.6.

Section 2.3. General Manager Duties. Employee shall perform the functions of the

General Manager position in accordance with Water Code sections 30580 and 30581, the bylaws and policies of the District, the terms of this Agreement and the District's General Manager job description, last ratified by the Board May of 2020, attached hereto as Exhibit 1 and may be amended by the Board. Employee's duties, responsibilities and limitations include, but are not limited to:

- A. Under direction of the Board, Employee shall be in charge of the administration, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations, and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the District.
- B. Employee does not have authority to enter into any contact in excess of the authorized spending authority, without express consent of the Board.
- C. Employee shall conduct the business of the District and report to the Board at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions and supervision of the District's finances. The Board approves new positions, their terms and compensation range for each position. The General Manager may determine individual employee wages/salary based on the personnel amounts set forth in the annual budget and salary ranges approved by the Board of Directors.
- D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Del Paso Manor Water District, last ratified as of May of 2020, attached as Exhibit 2A and as amended herein. Employee represents to have the skill and background in order to properly effectuate those job duties so long as Employee first has been given adequate staff, budget, resources and governance to have the opportunity to meet the then current Board goals.

Section 2.4. No Secondary Employment. Employee agrees to devote all of his productive work time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board; provided, however, Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties.

Section 2.5. Exempt Position. The Position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. Sec. 201 et seq.). Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. The Parties recognize that Employee's hours may exceed forty (40) hours per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

Section 2.6. At-Will Employment. Employee is an "at-will" employee serving at the pleasure of the Board, as provided in Water Code section 30544. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a majority vote of the Board, subject to the qualification in Section 5.2.

Section 2.7. No Property Right in Employment. Employee understands and agrees that the terms of Employee's employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that, based on his "at-will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary action, including termination by the District. The foregoing shall not be interpreted as barring Employee from exercising Employee's rights, if any, under Workers Compensation laws, or any other form of litigation.

Section 2.8. No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 3. Compensation.

Section 3.1. Base Salary. Employee shall be paid at a rate of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation paid by the District to the Employee for the Employee's services under this Agreement.

Section 3.2 Employee Benefits. During the Term of this Agreement, the District agrees to provide such benefits as are shown in Exhibit 2, attached hereto and incorporated herein.

Section 3.3. District - Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business. Employee agrees to provide and utilize his own vehicle for District-related business. The District shall reimburse Employee for all District-related business travel at the Internal Revenue Service ("IRS") rate in effect at that time.

Section 3.4. Relocation Expenses. The Employee is required to relocate in order to accept employment from the District. The District shall provide Employee with Ten Thousand Dollars (\$10,000.00) for anticipated relocation and ancillary expenses. This sum shall be issued in advance of Employee's relocation.

Section 4. Performance Evaluation.

Performance evaluations may be conducted by the Board at its discretion. In addition, performance evaluations will normally be conducted annually by the Board in July of each year, unless the Board wishes for sooner or additional evaluations, as appropriate. The process may include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, (C) present a written summary of the evaluation results, and (D) determine any merit and/or cost of living salary increases. Nothing in this Agreement prevents the Board from assessing Employee's performance at any other time during his employment or in any other matter.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District a minimum of sixty (60) days advance written notice of the effective date of

Employee's resignation, unless the Parties agree otherwise in writing. If Employee retires from full time public service with the District, Employee shall provide at least three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

5.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as General Manager at any time, with or without cause, by a majority vote. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave, based on Employee's salary as of the date of termination.

Section 5.3. Termination Without Good Cause. In the event the Board terminates this Agreement without good cause within three (3) years after the effective date of this Agreement, the District shall pay Employee a sum equal to three (3) months' base salary including medical benefits ("Severance"). This Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay which may be paid to an employee. Any cash settlement related to termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed by the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the Board and Employee. In the event the Board terminates the Agreement, Employee shall be entitled to continued medical and dental benefits at Employee's cost pursuant to the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination for Good Cause. The District may, at any time immediately terminate this Agreement for Good Cause as defined in this section. If Employee is terminated for good cause, the District shall not be required to pay Severance under this Agreement, and the District shall have no obligation to employee beyond those benefits accrued as of Employee's last day of employment and those the District is required to provide under federal or state law.

Good cause, for the purpose of this Agreement, means a good faith reason for termination. Good cause reasons include, but are not limited to:

1. Conviction of a felony.
2. Disclosure of confidential information of the District except in response to a lawful court or administrative subpoena or request of a regulatory agency.
3. Gross carelessness or misconduct.
4. Unjustifiable or willful neglect of the duties described in this Agreement.
5. Mismanagement.
6. Nonperformance of duties.
7. Any conduct which violated the District's Personnel Rules and for which a District employee may be terminated.
8. Repeated and protracted unexcused absences from the General Manager's necessary duties, including but not limited to office work, field work, remote work, weekend work, external meetings or continuing education requirements.
9. Willful destruction or misuse of District property.
10. Conduct, except in response to section 5.4.2 hereinabove, which in any way has a direct, substantial and adverse effect on the District's reputation.
11. Willful violation of federal, state or District discrimination laws.
12. Continued substance abuse which adversely affects performance of Employee's duties

as General Manager.

13. Refusal to take or subscribe any oath or affirmation which is required by law.
14. Permanent disability that renders Employee unable to perform the essential functions of the General Manager's job with or without reasonable accommodation, or Employee becoming otherwise unable to perform the duties of General Manager, by reason of sickness, accident, illness, injury, mental health for a period of six (6) weeks following the exhaustion of all available leave balances including leaves pursuant to the Family Medical Leave Act, or the California Medical Leave Act, where same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.
15. Dishonesty.
16. Engaging in other employment or activities, which conflict with, or present the appearance or possibility of conflicting with the District's legitimate business interests.
17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Notwithstanding any provision of the Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the term of this Agreement.

Section 6. Indemnification.

The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Government Code sections 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995 – 996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment provided; however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this section, Employee if convicted of a crime involving abuse of office or position, as provided by Government Code sections 53243 – 5324.4, shall reimburse the District for such legal defense.

Section 7. Notices.

Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal working business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to who notices are to be sent, or (ii) five (5) days after a registered or certified letter

containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on the receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

If to the District: Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento, CA 95864
Tel: (916) 487-0419
Fax: (916) 487-8534

If to the Employee: Adam Coyan
c/o the District
cc: Employee's mailing address on file with the District

Courtesy copy to: Mona Ebrahimi, Esq.
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833
(916) 321-4500 (Main)

Section 8. Exhibits.

All Exhibits referred to below or attached hereto are, by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit 1	Job Description
Exhibit 2	Employee Benefits

Section 9. General Provisions.

Section 9.1. Modification. No alteration, amendment, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 9.2. Waiver. No covenant, term, or condition, or the breach thereof shall be deemed waived except by written consent of the Party against whom the waiver is claimed and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or other covenant, term or condition.

Section 9.3. Assignment. No Party to this Agreement shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.

Section 9.4 Authority. All Parties to the Agreement warrant and represent they have the

power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material affect thereon.

Section 9.5. Drafting and Ambiguities. Each party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 9.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9.7 Venue. Venue for all legal proceedings shall be the Superior Court of California, Sacramento County.

Section 9.8 Severability. If this Agreement in its entirety is deemed by a court to be invalid or unenforceable, the Agreement shall automatically terminate as of the date of the final entry of judgment. If any provisions of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of the Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 9.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.10. Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire Agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written.

Section 9.11. Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

Section 9.12. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

Section 9.13. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

Section 9.14. Headings. The headings in this Agreement are included for convenience

only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 9.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which shall be set by the court in same action or in a separate action brought for that purpose in addition to any other relief to which such Party may be entitled.

Section 9.16. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Agreement.

Section 9.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

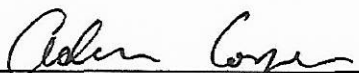
IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

Del Paso Manor Water District, a County
Water District of the State of California

By: 
Ryan Saunders, President

Date Signed: 6/8/23

By: 
Adam Coyan, an Individual

Date Signed: 5/30/2023

Approved as to Form and Content:


By: 
Mona Ebrahimi, Esq.
General Counsel

EXHIBIT 1

EXHIBIT 1

Job Description

Under broad policy and general administrative direction from the Board of Directors (“the Board”), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District’s interests at local, regional, state, and federal levels. The position is employed under contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

Broad Duties

The broad duties of the General Manager are set forth in the California Water Code as follows: Section 30580

The General Manager shall:

- Have full charge and control of the maintenance, operation, and construction of the water works or water-works system of the District.
- Have full power and authority to employ and discharge all employees at pleasure.
- Prescribe the duties of employees.
- Fix and alter the compensation of employees subject to approval by the Board.

Section 30581

The General Manager shall also:

- Perform other duties imposed by the Board.
- Report to the Board in accordance with the rules and regulations as it adopts.

Essential Duties and Responsibilities

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time. This position is full time and requires a minimum of forty (40) hours of work per week performing District duties. Attendance at all District board and committee meetings is required.

- Serve as the Chief Administrative Officer for the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.
- Serve as the District’s spokesperson to the media, general public, and ratepayers after consultation with the Board of Directors and general counsel.
- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups, and the public.
- Responsible for the District’s Conservation Program, including performing audits as necessary.
- Direct projects, programs, grants, and contracts.
- Prepare leases and agreements with other agencies.
- Responsible for the safety and security of all District owned and leased properties including all equipment.
- Comply with District, local, state and federal regulations, work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.

Personnel

- Budget and approve the appointment of personnel.
- Assume responsibility for District personnel matters, including employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees.

EXHIBIT 1

- Provide coverage for the job duties of employees when they are on vacation or sick leave.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations.
- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Manage in-house and outsourced functions: Payroll, Information Technology, Engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.

Board of Directors

- Attend District Board and committee meetings; present reports and agenda items regarding District programs.
- Represent the District as Secretary of the Board, (if so appointed), and serve on committees as appointed.
- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice, and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Direct and oversee the development of Board agendas.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.

Financial Management

- Maintain a documented system of accounting and operations policies and Standard Operating Procedures.
- Design and implement an organizational structure adequate for achieving the District's goals and objectives.
- Direct and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels.
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents.
- Countersign all contracts, leases, and agreements as Secretary of the Board, (if so appointed), after review of District counsel, Board approval, and signature of the Board President.
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.

Qualifications

Knowledge of:

- Public water system operations.
- Principles, methods, techniques, and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a Special District.
- Policies, procedures, rules, regulations, and methods of enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county, and local regulatory compliance.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of safety and risk management.
- Project management, budget principles, and fiscal controls.

EXHIBIT 1

- Cost estimating, contract administration, research, and evaluation methods.
- Public personnel administration, labor relations, and employer-employee relations.

Ability to:

- Plan, organize, coordinate, and direct District's operations to achieve efficiency and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Collect, organize, and analyze data on variety of topics.
- Analyze situations and make sound recommendations in support of District goals.
- Communicate effectively both orally and in writing with the Board of Directors, co-workers, and the public in one-to-one and group settings.
- Understand, interpret, and apply laws, rules, regulations, and ordinances relating to District activities.
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer, and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

Education, Experience and Certification

Required:

- Five years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Three years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

NOTE: *This position requires passing a background check and drug test prior to start date.*

Desirable - Any equivalent combination of education and experience which provides the knowledge and abilities necessary to perform the work – for example:

- Master's Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
- Four or more years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Four or more years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three or more years of managerial experience in a water agency highly desirable.

Licenses:

- Possess a valid State of California Class C driver's license.
- Proof of good driving record as evidenced by absence of multiple or serious traffic violations or accidents for at least two years prior to application.
- Water Treatment and/or Distribution Operator License (State of California) Level II must be obtained within 2 years after date of hire.

License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.

EXHIBIT 1

NOTE: *The specific statements shown in each section of this job description are not intended to be all inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.*

Physical Requirements

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- Travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District-related duties and activities.
- Regularly work in an office environment: Work at a desk/table for an extended period of time; sit and stand for an extended period of time.
- Ability to bend (neck and waist), squat, climb, crouch, stoop, kneel, twist, grasp, fine manipulation, push, pull, reach (above and below shoulder level), balance, stand, walk.
- Ability to reach, lift, carry and move objects up to 25 pounds (e.g. storage boxes, large binders, books, outreach materials and supplies, tables, chairs, popup shade structures, etc.).
- Repetitive use of hands.

Environmental and Working Conditions

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Regularly work in ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.
- Work outside of business hours (i.e. nights, weekends, holidays, etc.) as required to meet the needs of the District.
- The performance of this position may occasionally require exposure to job site, distribution and production areas where:
- Certain areas may require the use of personal protective equipment such as hard hats, safety glasses, and hearing protection.
- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
- May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

EXHIBIT 2

Employee Benefits

CalPERS Retirement (Classic 2% @55; PEPRA 2% @62).

Deferred Compensation 457 Plan.

Fully paid Health Insurance for employee and dependents.

Fully paid Dental, Vision & EAP for employee and dependents.

Vacation: Begins accruing on the 1st day of employment, up to 15 days per year.

Employee may not accrue more than 150% of the annual vacation accrual rate applicable to them, or 23 days of vacation total. Upon reaching the maximum annual accrual, vacation shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave.

Administrative Leave: Begins accruing on the 1st day of employment, up to 80 hours per year. Employee must not accrue more than 80 hours of Administrative Leave without using it. Upon reaching the maximum accrual, Administrative Leave will cease to accrue until the accrued Administrative Leave days are reduced below the maximum by usage of Administrative Leave. Unused Administrative Leave will have no cash value to Employee.

Sick Leave - 12 days per year

Holidays - 12 days per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, and one (1) floating day subject to approval or as designated by the Board of Directors.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR DEL PASO MANOR WATER DISTRICT GENERAL MANAGER**

THIS FIRST AMENDMENT (“Amendment”) to the Employment Agreement by and between the Del Paso Manor Water District and Adam Coyan, dated June 5, 2023 ("Agreement") is made and entered into this 6th day of February 2024 by and between the Del Paso Manor Water District, a California county water district (the “District”) and Adam Coyan (the “Employee”).

RECITALS

A. **WHEREAS**, the District and the Employee entered into the Agreement on June 5, 2023, appointing the Employee to serve as the District's General Manager; and

B. **WHEREAS**, the District’s Board of Directors conducted a six-month performance evaluation pursuant to the terms of the Agreement; and

C. **WHEREAS**, the District’s Board of Directors desires to amend the General Manager’s base salary rate provided for in the Agreement.

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

AGREEMENT

1. **INCORPORATION OF RECITALS**. The recitals set forth above are hereby incorporated into this Amendment as if fully set forth herein.

2. **COMPENSATION**. Section 3.1 of the Agreement, entitled “Base Salary,” is amended as follows:

Employee shall be paid at a rate of _____ dollars (\$____,____.____) per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation paid by the District to the Employee for the Employee’s services under this Agreement.

3. **OTHER TERMS**. All other terms and conditions of the Agreement remain unchanged.

[signature lines on next page]

IN WITNESS WHEREOF, this Amendment has been entered into by and between Employee and District as of the date of the Amendment set forth above.

DISTRICT:

Del Paso Manor Water District

EMPLOYEE:

By: _____
Ryan Saunders, President

By: _____
Adam Coyan, an individual

Date: _____

Date: _____

Approved as to form:

By: _____
Mona Ebrahimi, General Counsel

ITEM #10.A

Field Report on Current and Upcoming Projects



DEL PASO MANOR WATER DISTRICT SPECIAL BOARD MEETING FIELD REPORT

MEETING DATE: February 06, 2024

AGENDA ITEM 10.A:

Leaks: We had 0 mainline leaks, 1 service line leak on our side, and 1 service line leak on the customers side

Complaints: We had 2 water quality concern

Water Waste: We had 1 water waste report

Field Work:

1. 35 USA's marked in January
2. UCMR5 sampling is complete until second round in July
3. TCR sampling for January were all absent.
4. We have located 10 more curb stops for a total of 507 to date
5. Meter for Subway/Cross Fit was replaced

Current and Upcoming Projects:

1. Trial shut down for Fox Hollow for upgrades
2. Landscaping maintenance around our hydrants
3. Mainline valve measurements ongoing project
4. Cleaning up well sites

**FIELD STAFF RESPONSIBLE FOR REPORT: Mike Jenner, Field Supervisor
02/06/2024**