

ITEM #6.A

Approval of Warrants and Payroll

Del Paso Manor Water District
VENDORS PAID / APPROVED - MAY 2023

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Health		\$477.04	10660
ADP	Payroll		\$20,012.33	EFT
ADP Taxes	Payroll Taxes		\$9,576.48	EFT
A.I. Electric	Well 6B		\$540.00	10649
Appletree Answers	Answering service		\$481.39	CC
Aqua Sierra Controls, Inc.	Well 6B VFD Panel Fans		\$804.67	10659
AT&T	Internet; Phone/Fax		\$85.60	CC
AT&T	Phone		\$263.58	CC
AT&T	Phone		\$211.17	CC
AT&T Mobility	Cell Phones; iPads		\$426.04	CC
Atlas Fence	Repairs to Well #8 Fence		\$750.00	10661
Bartle Wells Associates	Services Rendered Thru January 2023		\$14,598.00	10650
Bartle Wells Associates	Services Rendered Thru February-March 2023		\$6,655.00	10650
BSK	Labs		\$178.50	10662
Bud's Tri-County Tree Services, Inc.	Tree Removal		\$2,870.00	10663
California Department of Food & Agriculture	Refund for Hydrant Use Permit		\$857.70	10651
CalPers	Employee Contribution - Pepra		\$3,534.07	EFT
CalPers	Health		\$10,495.91	EFT
CalPers	Unfunded Liability - Classic		\$6,243.83	EFT
CalPers	Unfunded Liability - Pepra		\$12.25	EFT
DEX.YP	Yellow Pages		\$15.50	CC
Emigh Hardware	Material/Supplies		\$965.47	10664
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through March 2023		\$33,721.48	10652
Leaf	Photocopy Machine Lease		\$172.92	10672
Legacy Cleaning Services	Maryal office		\$160.00	CC
PG&E	Gas		\$8.88	EFT
PG&E	Well 9 Emergency Generator Engineering Advance		\$2,500.00	EFT
Regional Government Services (RGS)	March 2023 Clerk Services		\$292.50	10653
Renne Public Law Group	March 2023 Monthly Retainer		\$3,000.00	10654
Renne Public Law Group	April 2023 Monthly Retainer		\$3,000.00	10665
Robert Merritt	CPA - Services Rendered Through April 2023		\$2,232.50	10667
Sierra Chemical Company	Chemicals		\$462.00	10668
Sierra Chemical Company	Chemicals		\$462.00	10668

**Del Paso Manor Water District
VENDORS PAID / APPROVED - MAY 2023**

Smud	Account# 7000000179		\$5,700.25	10657
Streamline	Website		\$200.00	CC
TAK Communications, Inc.	Leak Repair (Annette Street)		\$2,339.00	10655
TAK Communications, Inc.	Locate (Winding Creek)		\$1,734.00	10655
Terrapin Technology Group	Software / Computers		\$835.55	10669
Uinta Holdings, LLC	June 2023 Rent		\$2,570.00	10670
Umpqua Bank	District Credit Card		\$2,381.72	10671
USA BlueBook	Well Parts (4268 Stock)		\$550.70	10658
VOYA	April 2023 Emp. Contribution		\$400.00	10656
Wex Bank	Gas		\$277.85	EFT
Wizix Technology Group, Inc.	Photocopy Machine		\$84.74	CC
MONTHLY TOTAL----->			\$0.00	\$143,140.62

Approved at 05/01/2023 Regular Meeting

Approved at 05/15/2023 Regular Meeting

TOTAL CHECKS ISSUED: 23

PAID VIA CREDIT CARD (CC): 15

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 - MAY 2023**

UMPQUA DISTRICT CREDIT CARD - PAID MAY 2023				
VENDORS NAME	DESCRIPTION	AMOUNT	PAID DATE	ACCT. / INV. #
GovernmentJobs.com	General Manager Recruitment	199.00	5/2/2023	
Amazon	Office Supplies	9.51	5/3/2023	
Amazon	Office Supplies	16.36	5/3/2023	
Amazon	Office Supplies	95.41	5/3/2023	
Appletree Answers	Answering service	\$481.39	5/4/2023	
AT&T	Phone	\$263.58	5/4/2023	
DEX.YP	Yellow Pages	15.50	5/4/2023	
Legacy Cleaning Services	Maryal office	160.00	5/4/2023	
Wizix Technology Group, Inc.	Photocopy Machine	84.74	5/4/2023	
Zoom	Cloud Recording	40.00	5/4/2023	
Streamline	Website	200.00	5/4/2023	
Amazon	Office Supplies	36.62	5/5/2023	
AT&T Mobility	Cell Phones; iPads	426.04	5/16/2023	
AT&T	Phone	211.17	5/16/2023	
Amazon (Return)	Office Supplies	-36.05	5/16/2023	
AT&T	Internet; Phone/Fax	85.60	5/18/2023	

2,288.87

**Del Paso Manor Water District
JUNE 2023 VENDORS FOR APPROVAL**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
Bartle Wells Associates	Services Rendered Thru April 2023		\$8,249.00	
CalPers	Employee Contribution - Pepra		\$3,614.43	
CalPers	Health		\$10,495.91	
CalPers	Unfunded Liability - Classic		\$6,243.83	
CalPers	Unfunded Liability - Pepra		\$12.25	
DEX.YP	Yellow Pages		\$15.50	
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2023 (Well 9 Engineering)		\$3,681.25	
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2023 (District Planning Support)		\$5,208.75	
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2023 (Well 2 Engineering)		\$5,322.50	
Forsgren Associates, Inc.	Services Rendered Thru 04/25/2023 (On-Call Services 2023)		\$3,933.75	
Gemini Group	2022 Consumer Confidence Report (CCR)		\$3,113.00	
Iconix Waterworks	Hydrant Cap (4268 Stock)		\$615.53	
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through April 2023		\$30,274.76	
Legacy Cleaning Services	Maryal office		\$160.00	
PG&E	Gas		\$8.04	
Regional Government Services (RGS)	April 2023 Clerk Services		\$1,170.00	
Robert Matteoli	ACWA Monterey Conference Reimbursement		\$1,256.02	
Sacramento County Utilities	Utilities		\$218.54	
Sacramento Suburban Water District (SSWD)	Intertie #1 (Marconi)		\$40,979.38	
Sacramento Suburban Water District (SSWD)	Intertie #2 (Eastern)		\$57,599.55	
Sacramento Suburban Water District (SSWD)	Intertie #3 (Watt/Maryal)		\$55,810.39	
Sacramento Suburban Water District (SSWD)	February 2023 Mutual Aid Agreement		\$2,387.08	
Sacramento Suburban Water District (SSWD)	March 2023 Mutual Aid Agreement		\$2,552.68	
Sacramento Suburban Water District (SSWD)	April 2023 Mutual Aid Agreement		\$703.00	
Sierra Chemical Company	Chemicals		\$315.00	
Smud	Account# 7000000179		\$6,076.25	
Uinta Holdings, LLC	July 2023 Rent		\$2,570.00	
Umpqua Bank	District Credit Card		\$2,288.87	
USA BlueBook	Well Parts		\$299.60	
USA BlueBook	Well Parts (Well 9)		\$1,428.20	
VOYA	May 2023 Emp. Contribution		\$400.00	
Wex Bank	Gas		\$562.38	
Wizix Technology Group, Inc.	Photocopy Machine (Toner)		\$14.50	
Wizix Technology Group, Inc.	Photocopy Machine		\$153.29	
MONTHLY TOTAL----->			\$0.00	\$257,733.23

Del Paso Manor Water District
BOD Compensation Expense Summary
MAY 2023

MAY 2023 MEETINGS		DOLK	MATTEOLI	PRATT	ROSS	SAUNDERS
	Board Meetings					
5/1/2023	DPMWD - Regular Board Meeting	1	1	1	1	1
5/15/2023	DPMWD - Regular Board Meeting	1	1	1	1	1
5/16/2023	DPMWD - Special Board Meeting	1	1	1	1	1
5/22/2023	DPMWD - Special Board Meeting	1	1	1	1	1
5/22/2023	DPMWD/SSWD Joint Board Meeting	1	1	1	1	1
	DPMWD - Emergency Board Meeting					
	ADHOC Committee Meetings					
	Director Compensation Committee Meeting					
	Budget Planning Committee (<i>Dolk/Saunders</i>)					
05/02, 05/05	SSWD / DPMWD 2X2 Committee					2
	General Manager Recruitment Committee (Matteoli / Ross)					
	Financial Institution Research Committee (<i>Dolk / Ross</i>)					
	Other Meetings					
	American Water Works Association (AWWA) (<i>Dolk</i>)					
	Association of California Water Agencies (ACWA) (<i>Dolk</i>)					
	Association of California Water Agencies (ACWA) Agriculture (<i>Matteoli</i>)					
	Association of California Water Agencies (ACWA) Groundwater (<i>Matteoli</i>)					
	California Rural Water Authority (CRWA) (<i>Ross</i>)					
	California Special Districts Association (CSDA) (<i>Ross</i>)					
	Ethics Training (AB1234)					
	Joint Powers Insurance (JPIA) (<i>Saunders</i>)					
05/01, 05/08, 05/22	Legal Council Meeting					3
5/18/2023	Regional Water Authority (RWA) (<i>Pratt</i>)			1		
	Sacramento Groundwater Authority (SGA) (<i>Matteoli / Pratt</i>)					
	Sacramento Suburban Water District (SSWD)					
	Sexual Harassment Prevention Training (AB1825)					
5/3/2023	Water Forum (<i>Pratt</i>)			1		
	May Monthly Meeting Totals					
	TOTAL MEETINGS	5	5	7	5	10
	TOTAL COMPENSATED MEETINGS	4	4	6	4	6
	TOTAL COMPENSATION	\$400	\$400	\$600	\$400	\$600

ITEM #9.A

*Appointment of General Manager and Approval of Employment
Contract with Adam Coyan*

DEL PASO MANOR WATER DISTRICT
REGULAR BOARD MEETING

DATE: June 5, 2023

Item: 9.A

SUBJECT: Appointment of General Manager and Approval of Employment Contract with Adam Coyan

CONTACT:

Mona Ebrahimi, General Counsel

EXECUTIVE SUMMARY

Consideration and approval of an employment agreement with Adam Coyan for General Manager of the Del Paso Manor Water District.

BACKGROUND:

On April 17, 2023, President Saunders appointed an ad hoc committee to provide a recommendation on the recruitment for General Manager. The ad hoc committee met, reviewed documents, and received input from staff and legal counsel.

The Ad Hoc committee drafted a recommended job announcement with several options for the full board to consider. At its May 1, 2023 Board meeting, the Board of Directors approved a revised job description for the General Manager position and staff posted the update description on governmentjobs.com and the District's website, until such time as the position was filled.

In response to the recruitment, the District received four applications. The ad hoc committee initially reviewed the applications and determined that only one candidate met the qualifications. Of the remaining three candidates, one application seemed to have been inadvertently submitted to the District as it was directed at a completely different government agency, not related to water districts. The other two candidates did not have "hands on experience" that was vital for this small district.

As such, the Board of Directors conducted an interview of the remaining candidate for the position at a special meeting on May 22, 2023 and determined that the candidate, Adam Coyan, was well suited for the position. Mr. Coyan previously served as the General Manager of the DPMWD until he voluntarily resigned. Mr. Coyan decided to re-apply for the position following the change in the composition of the Board of Directors and retention of legal counsel that was committed to compliance with state and local laws.

Below is a summary of the compensation and benefits proposed in the employment agreement:

- Annual salary of \$135,000;

- Relocation expense in the amount of \$10,000;
- Three weeks vacation;
- 80 hours of administrative leave, on a "use it or lose it" basis;
- Medical/vision/dental benefits;
- CalPERS contribution.

If approved, Mr. Coyan would commence employment on July 3, 2023.

RECOMMENDATION:

Allow staff report, accept public comment, and consider the appointment of Adam Coyan as General Manager and adoption of employment contract.

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FISCAL IMPACT:

The financial impact will be \$145,000 this fiscal year, along with the payment of health benefits and CalPERS contributions.

Attch: Employment Contract

**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. Once the budget is approved, including the funds for personnel, it is the Employee's job to determine how much, within the approved budget, is received by each employee.
- 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 Manger, 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 of 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

By: _____
Adam Coyan, an Individual

Date Signed: _____

Date Signed: _____

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.

ITEM #9.B

*Renne Public Policy Group (RPPG) Information and Discussion of
Pending Small Community Drought Relief Program Grant Application*

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: June 06, 2023

AGENDA ITEM NO. 9.B

SUBJECT: Renne Public Policy Group (RPPG) Information and Discussion of Pending Small Community Drought Relief Program Grant Application

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

At the May 16, 2022 board meeting staff recommended retaining a grant writing firm to assist with researching, analyzing, and potentially applying for grant funding for District improvement projects. The District entered into a professional service agreement with Renne Public Policy Group (RPPG) in an amount not to exceed (NTE) \$36,000 per year.

At the May 15, 2023 regular meeting, staff presented the board with a draft Small Community Drought Relief Program Grant Application for which the board unanimously approved for submittal.

During this time, discussion ensued and questions were brought forth at which point the board requested RPPG attend the next meeting to address the questions that were posed.

RECOMMENDATION:

Informational discussion

ATTACHMENTS:

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

This item will not have any direct or indirect financial impact on the district.

ITEM #9.C

Renne Public Policy Group (RPPG) Service Agreement

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: June 06, 2023

AGENDA ITEM NO. 9.C

SUBJECT: Renne Public Policy Group (RPPG) Service Agreement

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

On May 16, 2022 the Board of Directors approved resolution 22-0516-1 authorizing the General Manager to enter into a consultant services contract with Renne Public Policy Group (RPPG) for grant writing services, in an amount not to exceed (NTE) \$36,000.

During the May 15, 2023 staff presented an updated service agreement and the board requested RPPG attend the next meeting to discuss the 2 options presented below.

Option 1: Monthly Retainer Agreement - NTE amount of \$36,000 (\$3000/month)

Option 2: Per-Project Fee Schedule – Tiered rate structure

Should the Board choose option #2, the District could potentially establish a NTE contract amount with a per project approach.

RECOMMENDATION:

Staff recommends the Board review the updated service agreement options and direct staff as appropriate.

ATTACHMENTS:

Renne Public Policy Group (RPPG) Quote for Services

Amendment No. 1 to the Consultant Services Agreement between DPMWD and RPPG dated June 05, 2023

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

The financial impact would depend on the direction of the board.

Option #1: Monthly Retainer Agreement

Retainer	\$3,000 per month	(\$36,000 in a calendar year)
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A monthly retainer fee structure would be based on a rate of \$3,000 per month, totaling \$36,000 in a calendar year. This would be an all-inclusive service offering with no limit on the number of grant submissions during the contract period. The grant writing consultant will be available upon request for meetings with staff, strategic planning, capacity building activities, and on-call grant research.

Option #2: Per-Project Fee Schedule

A per-project fee schedule would be billed based on the level of usage for the service, with a tiered rate structure based on the amount of funding requested that will be billed upon submission of a grant application.

Tier	Amount of Funding Request	Per-Grant Fee
1	Letters of Intent/Inquiry (standalone) or grants worth \$10,000 and below	\$800
2	\$10,001 to \$50,000	\$4,000
3	\$50,001 to \$200,000	\$5,000
4	\$200,001 to \$499,999	\$6,000
5	\$500,000 to \$1,500,000	\$7,000
6	\$1,500,001 to \$5,000,000	\$8,000
7	\$5,000,001 to \$10,000,000	\$10,000
8	\$10,000,001 or higher	\$12,000

Additional work requested that falls outside the parameters of a specific, assigned grant writing project will be charged at an hourly rate of \$175, billed in increments of 6 minutes, with a District-approved hourly cap per activity. Examples of work that would be billed at an hourly rate include: on-call research and requested meetings with staff not directly related to an assigned project. If, for whatever reason, a grant writing project is formally assigned to RPPG and the District decides at a later point not to pursue the grant, an assessment of the total of time committed to the discontinued project will be compiled and submitted to the District for payment at the hourly rate.

AMENDMENT NO. 1
to the
CONSULTANT SERVICES AGREEMENT
between
DEL PASO MANOR WATER DISTRICT
and
RENNE PUBLIC POLICY GROUP, LLC
dated June 05, 2022

This Amendment No. 1 to the Consultant Services Agreement ("Agreement") between the DEL PASO MANOR WATER DISTRICT ("DISTRICT") and the Renne Public Policy Group, a California limited liability company ("CONSULTANT") day of June, 2023.

RECITALS

WHEREAS, the DISTRICT and CONSULTANT executed a Consultant Services Agreement where CONSULTANT agreed to provide grant writing services for the DISTRICT; and,

WHEREAS, the DISTRICT desires to amend the Agreement to amend the term of the agreement by one (1) year; and,

WHEREAS, the DISTRICT desires to amend the scope of the Agreement, in order to effectuate a payment structure that better meets the District's present needs; and,

WHEREAS, amendments to the Agreement are authorized by written mutual agreement of the parties under Section 24 of the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Agreement as follows:

1. Section 7 of the Agreement shall be amended to read:

7. **TERM**. This Agreement shall be effective and shall remain in effect until June 1, 2024, unless extended pursuant to the terms herein.

2. Exhibit A of the Agreement shall be amended to read:

Exhibit A
(Scope of Services)

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

Per-Project Agreement
\$ per project.

A per project fee structure would be based on the amount of \$_____ per project, as set forth in greater detail in the attached scope of work.

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:

Ryan Saunders, Board President

Date: _____

ATTEST:

Victoria Hoppe, Acting Secretary

Date: _____

APPROVED AS TO FORM:

Mona Ebrahimi, General Counsel

Date: _____

CONSULTANT:

Jonathan V. Holtzman, Founding Partner

Date: _____

ITEM #9.D

Correction/Adjustment to the 2023/2024 Approved Budget Totals

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: June 05, 2023

AGENDA ITEM NO. 9.D

SUBJECT: Correction/Adjustment to the 2023/2024 Approved Budget Totals

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

At the May 01, 2023 meeting, the Board of Directors reviewed the draft 2023/2024 O&M and CIP budget and passed it unanimously. Staff then identified a calculation error on the CIP budget and an adjustment of \$50,000 was required to reflect the actual total of the CIP budget amount.

When staff presented the error to the Board at the May 15, 2023 meeting, conversation ensued surrounding the Equipment category listed at the bottom of the CIP sheet. The Board requested the category be transferred to the O&M sheet and be brought back to the board for approval.

RECOMMENDATION:

Staff recommends approving the corrections and category adjustment on the 2023/2024 approved budget.

ATTACHMENTS:

Budget Approved on May 01, 2023
DRAFT Corrected O&M and CIP Budget

ENVIRONMENTAL IMPACT:

This item is not a project under Section 21065 of the California Public Resources Code, as it could not have any direct or indirect impact on the environment.

FINANCIAL IMPACT:

This update has no direct fiscal impact on the District.

FY 23/24 Budget
Approved May 01, 2023

			Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
Del Paso Manor Water District Operations & Maintenance (O&M) Budget Worksheet			22/23	22/23	22/23	23/24	23/24	23/24
Summary	Sub-Code		22/23	22/23	22/23	23/24	23/24	23/24
Code		Worksheet						
		Income						
4101.00		Water Revenue	\$ 1,077,040.30	\$747,104.90		\$ 1,077,040.30		
4151.00		Usage	\$ 281,807.32	\$230,143.49		\$ 281,807.32		
4501.00		Interest Income				\$ 30,000.00		
		Total O & M	\$ 1,358,847.62	\$977,248.39		\$ 1,388,847.62		
Summary	Sub-Code	Expenses	22/23	22/23	22/23	23/24	23/24	23/24
Code								
			Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
5102.00		Payroll and Payroll Taxes	\$ 515,420.00	\$ 404,662.00	78.51%	\$ 551,051.00		
	5102.05	Directors Fees	\$ 30,000.00	\$12,500.00	41.67%	\$ 22,000.00		
	5102.10	Management Salaries	\$ 146,610.00	\$190,933.00	130.23%	\$ 160,000.00		
	5102.15	Field Wages	\$ 215,162.00	\$124,284.00	57.76%	\$ 250,000.00		
	5102.20	Office Manager Wages	\$ 70,123.00	\$48,188.00	68.72%	\$ 78,051.00		
	5102.30	Payroll Tax Expense	\$ 38,000.00	\$28,757.00	75.68%	\$ 41,000.00		
5121.00		Conservation	\$ -	\$6,397.00		\$ 3,400.00		
5151.00		Power	\$ 123,000.00	\$68,769.00	55.91%	\$ 112,000.00		
	5151.05	PG & E	\$ 3,000.00	\$328.00	10.93%	\$ 2,000.00		
	5151.10	SMUD	\$ 120,000.00	\$68,441.00	57.03%	\$ 110,000.00		
5201.00		Repairs & Maintenance	\$ 268,000.00	\$113,386.00	42.31%	\$ 216,000.00		
	5201.05	Leak Repairs	\$ 104,000.00	\$51,601.00	49.62%	\$ 104,000.00		
	5201.10	Field Equipment	\$ 2,000.00	\$547.00	27.35%	\$ 2,000.00		
	5201.15	Field Supplies	\$ 35,000.00	\$14,915.00	42.61%	\$ 35,000.00		
	5201.20	Fuel For Vehicles	\$ 9,000.00	\$3,094.00	34.38%	\$ 9,000.00		
	5201.25	Vehicles Repair and Maintenance	\$ 3,000.00	\$1,827.00	60.90%	\$ 3,000.00		
	5201.35	Chlorine	\$ 11,000.00	\$6,675.00	60.68%	\$ 11,000.00		
	5201.45	Well Repair and Maintenance		\$4,763.00		\$ 6,000.00		
	5201.55	Field Staff Cellular	\$ 6,000.00	\$4,143.00	69.05%	\$ 6,000.00		
	5201.00	Repairs & Maintenance - Other		\$9,433.00				
	5201.70	SSWD Mutual Aide Field Staff	\$ 90,000.00	\$16,388.00	18.21%	\$ 40,000.00		
5211.00		Cross Connection	\$ -					
5251.00		Insurance	\$ 47,000.00	\$49,008.00	104.27%	\$ 59,500.00		
	5251.05	Liability	\$ 28,500.00	\$33,750.00	118.42%	\$ 40,000.00		
	5251.10	Property	\$ 3,500.00	\$3,915.00	111.86%	\$ 4,500.00		
	5251.15	Workers Compensation	\$ 15,000.00	\$11,343.00	75.62%	\$ 15,000.00		
5301.00		Lab Testing	\$ 6,000.00	\$6,924.00	115.40%	\$ 7,000.00		
5351.00		Engineering	\$ 80,000.00	\$273,490.00	341.86%	\$ 250,000.00		
5451.00		City Water (Diversion Billing)	\$ 6,000.00	\$3,231.00	53.85%	\$ 7,000.00		
5452.00		Backflow Program	\$ 2,000.00	\$1,278.00	63.90%	\$ 2,000.00		
6151.00		Office Expense	\$ 84,300.00	\$71,800.00	85.17%	\$ 91,500.00		
	6151.05	District Office Lease	\$ 33,000.00	\$27,550.00	83.48%	\$ 32,000.00		
	6151.10	Phone Service	\$ 4,300.00	\$3,687.00	85.74%	\$ 4,500.00		
	6151.15	Internet Provider	\$ 5,500.00	\$3,561.00	64.75%	\$ 5,000.00		
	6151.20	Sewer & Garbage (lusk)	\$ 1,500.00	\$1,649.00	109.93%	\$ 2,000.00		
	6151.21	Miscellaneous (Office Other)		\$3,589.00				
	6151.25	Postage	\$ 12,000.00	\$13,602.00	113.35%	\$ 20,000.00		
	6151.30	Printing	\$ 1,000.00	\$0.00	0.00%	\$ 1,000.00		
	6151.35	Computers and Supplies	\$ 3,500.00	\$4,085.00	116.71%	\$ 3,500.00		
	6151.40	Office Supplies	\$ 7,500.00	\$4,817.00	64.23%	\$ 7,500.00		
	6151.45	Answering Service	\$ 5,500.00	\$4,784.00	86.98%	\$ 5,500.00		
	6151.50	Office Furniture	\$ 2,000.00	\$0.00	0.00%	\$ 2,000.00		
	6151.55	Payroll Preparation	\$ 2,000.00	\$1,573.00	78.65%	\$ 2,000.00		
	6151.60	GASB 75 Valuations	\$ 2,000.00	\$675.00	33.75%	\$ 2,000.00		
	6151.70	Janitorial	\$ 2,500.00	\$1,600.00	64.00%	\$ 2,500.00		
	6152.00	Building Maintenance	\$ 2,000.00	\$628.00	31.40%	\$ 2,000.00		
6171.00		Bank Fees	\$ 2,000.00	\$1,932.00	96.60%	\$ 2,000.00		
6251.00		Audit	\$ 12,000.00	\$0.00	0.00%	\$ 12,000.00		
6255.00		Election Related	\$ 3,000.00	\$1,887.00	62.90%	\$ 3,000.00		
6301.00		Legal	\$ 236,000.00	\$215,264.00	91.21%	\$ 200,000.00		
6401.00		Misc.	\$ 5,000.00	\$860.00	17.20%	\$ 5,000.00		
6451.00		Pers Retirement	\$ 100,500.00	\$84,462.00	84.04%	\$ 100,500.00		
6501.00		Employee Healthcare (JPIA & CalPERS)	\$ 80,000.00	\$67,023.00	83.78%	\$ 90,000.00		
6502.00		Retiree Health Benefits (CalPERS)	\$ 70,000.00	\$55,250.00	78.93%	\$ 80,000.00		
6551.00		Conference & Travel	\$ 10,000.00	\$0.00	0.00%	\$ 10,000.00		
6561.00		Association Dues	\$ 57,600.00	\$45,985.00	79.84%	\$ 58,500.00		
	6561.05	ACWA	\$ 11,000.00	\$9,735.00	88.50%	\$ 11,000.00		
	6561.10	AWWA	\$ 700.00	\$480.00	68.57%	\$ 700.00		
	6561.15	CSDA	\$ 8,000.00	\$7,901.00	98.76%	\$ 8,300.00		
	6561.20	CRWA	\$ 1,000.00	\$864.00	86.40%	\$ 1,000.00		

FY 23/24 Budget
Approved May 01, 2023

			Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
	6561.25	RWA	\$ 9,700.00	\$4,106.00	42.33%	\$ 9,500.00		
	6561.30	SGA	\$ 25,000.00	\$21,187.00	84.75%	\$ 25,000.00		
	6561.35	SAWWA	\$ 1,000.00	\$0.00	0.00%	\$ 1,000.00		
	6561.00	Professional Dues - other	\$ 1,200.00	\$1,712.00	142.67%	\$ 2,000.00		
6601.00		Professional Admin/ Regulatory Fees	\$ 106,700.00	\$126,039.00	118.12%	\$ 131,700.00		
	6601.05	SWRCB Annual Fees	\$ 16,000.00	\$14,740.00	92.13%	\$ 16,000.00		
	6601.10	NDPES Permit	\$ 1,500.00	\$0.00	0.00%	\$ 1,500.00		
	6601.15	Cal Pers Actuarial Reports	\$ 700.00	\$700.00	100.00%	\$ 700.00		
	6601.25	Air Quality Permits	\$ 5,000.00	\$2,389.00	47.78%	\$ 5,000.00		
	6601.30	Encroachment Permits	\$ 500.00	\$0.00	0.00%	\$ 500.00		
	6601.35	CPA Fees	\$ 18,000.00	\$14,633.00	81.29%	\$ 18,000.00		
	6601.00	Professional Admin Fees - Other	\$ 25,000.00	\$68,116.00	272.46%	\$ 60,000.00		
	6601.50	Public Relations	\$ 30,000.00	\$15,461.00	51.54%	\$ 30,000.00		
	6601.55	Salary & Staffing Level Study	\$ 10,000.00	\$10,000.00	100.00%			
6610.00		Certification/ Continue Education	\$ 6,000.00	\$382.00	6.37%	\$ 5,000.00		
4502.00		Miscellaneous Income	\$ -					
6752.00		Interest Expense + Principal						
6753.00		Amortization Expense	\$ -					
		Equipment (Capital Expenditures)		\$93,611.00		\$ 60,000.00		
		2022 Chevrolet 2500		\$76,093.00				
		Board Room A/V System (Terrapin)		\$17,518.00				
		Half Ton Truck				\$ 60,000.00		
		Total not included payment of bond	\$ 1,870,520.00	\$ 1,685,243.00	90.09%	\$ 2,057,151.00		

FY 23/24 Budget
Approved May 01, 2023

			Proposed	Actual	% of Budget	Proposed	Actual	% of Budget
Del Paso Manor Water District Capital Improvement Projects (CIP) Budget Worksheet			2022/2023	2022/2023	2022/2023	2023/2024	2023/2024	2023/2024
	Summary Code	Sub-Code	2022/2023 Capital Improvement Projects (CIP) Budget Worksheet					
			Income			2022/2023	2022/2023	2022/2023
	4111.00		CIP	\$ 595,035.04		\$ 598,811.20		
			Total CIP	\$ 595,035.04		\$ 598,811.20		
	Summary Code	Sub-Code	Expenses					
				Proposed	Actual	% of Budget	Proposed	Actual
	6760.00		Pipes	2022/2023	2022/2023	2022/2023	2023/2024	2023/2024
		6760.05	Miscellaneous	\$ 50,000.00	\$28,137.00	56.27%	\$50,000.00	
		6760.30	Interties	\$ 300,000.00	\$84,039.00	28.01%		
	6770.00		Wells					
			#2					
		6770.05	New Well/ Well Additions/ Generators	\$ 1,000,000.00	\$18,947.00	1.89%	\$950,000.00	
			#3					
		6770.05	New Well/ Well Additions/ Generators					
			#4					
		6770.05	New Well/ Well Additions/ Generators					
			#5					
		6770.05	New Well/ Well Additions/ Generators	\$ -				
			#6B					
		6770.05	New Well/ Well Additions/ Generators				\$50,000.00	
			Fencing		\$14,835.00			
			#7					
		6770.05	New Well/ Well Additions/ Generators		\$1,704.00			
			#8					
		6770.05	New Well/ Well Additions/ Generators	\$ -				
			#9					
		6770.05	New Well/ Well Additions/ Generators	\$ 300,000.00	\$0.00	0.00%	\$360,000.00	
			Buildings					
				\$ -				
			Fire Hydrant Assembly, Watt/Maryal Drive		\$17,800.00			
			Debt Service					
			Interest Expense + Principal	\$ 325,000.00	\$71,039.00	21.86%	\$325,000.00	
			Total	\$ 1,975,000.00	\$236,501.00	11.97%	\$1,735,000.00	

ITEM #9.E

Update from District Counsel Regarding Pending Items for Legal Review

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: June 05, 2023

AGENDA ITEM NO. 9.E

SUBJECT: Update from District Counsel Regarding Pending Items for Legal Review

STAFF CONTACT:

General Counsel

BACKGROUND:

The following are a list of legal issues that District staff and Members of the Board of Directors have asked District Counsel to analyze, with a brief status update, where applicable. At this time, the Proposition 218 ratemaking process is the District's number one priority, and District Counsel plan to resume analysis of the remaining legal issues at the conclusion of the Proposition 218 process, or simultaneously, as long as there is time.

1. Proposition 218 ratemaking process
 - Status: District Counsel is coordinating with District Staff, the District's rate consultant, Bartle Wells & Associates, and the District's Public Relations firm, Tripepi Smith, to present a draft rate study to the Board of Directors at the June 19, 2023 Board meeting. At that time, Staff plan to request approval to initiate the Proposition 218 ratemaking process by sending the required notice letters. Those notice letters will contain the date, time, and location of the protest hearing and other pertinent information regarding opportunities for ratepayers education and participation.
2. Whether inclusion of funding for rehabilitation of Wells 4 and 7 in the proposed rates jeopardizes the use of Small Community drought relief program grant funding (if awarded)?
 - Status: As this is not a legal issue, District Staff has been working with RPPG to address this question.
3. Intertie agreement and maintenance agreement with Sacramento Suburban Water District
 - Status: A draft has been prepared and is now in the finalization phase. Our office is working with Victoria Hoppe on this item.
4. LAIF account and co-mingling of CIP funds
 - Status: Our office does not have knowledge about what funds are included in the LAIF fund. However, and in accordance with Proposition 218, revenue from water rates may only be used for the purpose which they were collected. That means that Operations and Maintenance charges, for example, should not be accounted or co-mingled in the CIP funds and vice versa. District Staff will request assistance from the District's CPA, Rob Merritt, to ensure compliance in accounting with the above legal requirements.

5. Ordinance updating water shut off procedures pursuant to SB 998
 - Status: Once the Prop. 218 ratemaking process concludes, District Counsel plans to resume work drafting an ordinance to establish a method by which liens for past due bills could be placed on a delinquent customer's property tax roll for the county to collect and remit to the District. The District will also need to coordinate with the County of Sacramento to ensure we can use their teeter plan for property tax collection/liens.
6. Water right research
 - Status: District Counsel were awaiting background documents from previous General Manager and must obtain them from staff. Then, our office will evaluate the District's surface water rights and whether they may be leased or sold for revenue generation.
7. How to address a scenario where a new buyer purchases a home and later discovers there is a lien on the property for past due water bills?
 - Status: District Staff and District Counsel to analyze after Proposition 218 ratemaking process has completed.

RECOMMENDATION:

No staff recommendation – Board may discuss and ask questions.

ITEM #9.F

*Election of Special District Representative and Alternate to Sacramento
LAFCo Nominations for Special District Commission*

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: June 05, 2023

AGENDA ITEM NO. 9.F

SUBJECT: Election of Special District Representative and Alternate to Sacramento LAFCo Nominations for Special District Commission

STAFF CONTACT:

Victoria Hoppe, Acting General Manager

BACKGROUND:

The Special District Selection Committee is electing a regular representative and alternate to serve a new 4-year term beginning January 1, 2024.

Due to the size of the Special District Selection Committee, it has been difficult to establish a quorum when meeting in person. Therefore, the Executive Officer has determined that the business of the Special District Selection Committee will be conducted in writing to elect a regular Special District Representative to Sacramento LAFCo.

The nomination period will be 45 days; all nominations are due in writing on or before 5:00pm on July 1, 2023. A nominee must be a director from an independent special district within Sacramento County. The term of office is 4 years.

BUDGET:

CSDA Board membership would have no effect on the district budget.

RECOMMENDATION:

Staff recommends the Board nominate and appoint a representative and alternate of the Board of Directors to serve as a Special District Representative to the Sacramento Local Area Formation Commission (LAFCo).

ATTACHMENTS:


Election of Special District Representative and alternate to Sacramento LAFCo Nominations for Special District Commission nomination form



MEMO

DATE: May 19, 2023

TO: Special District Presiding Officer

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

SUBJECT: Election of Special District Representatives to Sacramento LAFCo
Nominations for Special District Commissioner

The Special District Selection Committee is electing a regular representative to serve a new 4-year term beginning in January 1, 2024.

Due to the size of the Special District Selection Committee, it has been difficult to establish a quorum when meeting in person. Therefore, pursuant to the provisions of Government Code §56332(f), the Executive Officer has determined that the business of the Special District Selection Committee will be conducted in writing to elect a regular Special District Representative to Sacramento LAFCo.

Special District Commissioner (Office #7)

This office is currently held by Lindsey Liebig of Herald Fire Protection District. Her term will expire December 31st, 2023. The term of office is four years.

Nomination Requirements

The nomination period will be 45 days; all nominations are due in writing on or before 5:00 pm on July 1, 2023. Nominations received after that date cannot be accepted and will be returned to your District. A nominee must be a Director from an independent special district within Sacramento County. To be valid, all nominations must include the following:

- 1) Name and district of the nominee;
- 2) Name of the nominating district; and

Commissioners

Sue Frost, Rich Desmond, County Members ■ *Patrick Hume, Alternate*
Sean Loloee, Iva Walton, City Members ■ *Katie Valenzuela, Jay Vandenburg, Alternates*
Chris Little, Public Member ■ *Timothy Murphy, Alternate*
Lindsey Liebig, Gay Jones, Special District Members ■ *Charlea Moore, Alternate*

Staff

José C. Henríquez, Executive Officer ■ *Desirae Fox, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel

- 3) Signature of the Presiding Officer of the District's Board of Directors or the record of nomination made by majority vote at an official meeting of your District's Board (Resolution or Minute Order can be attached), certified by the Board Secretary, Clerk of District Manager.

Please submit a statement of qualifications (not to exceed one page) for each nominee.

Special District Representative Election (to be held after July 1, 2023)

Once the nomination period is closed, the Executive Officer will prepare and distribute by certified mail, one ballot listing valid candidates and voting instructions to each Independent Special District. The one-page statement of qualifications will be included as submitted. The ballot will include the names of all nominees submitted for Office #7. The Districts must return their ballot to the Executive Officer by the date specified in the voting instructions, which will be at least 30 days from the date the ballots were distributed. Any ballot received after the specified date will not be valid.

Within 14 days of the election date, the Executive Officer will announce the winner of the most votes.

If you have any questions, please contact the LAFCo office at (916) 874-6458.

Enclosure: Election Nomination Ballot

Government Code §56332



SPECIAL DISTRICT NOMINATION

Special District Representative to LAFCo, Seat #7

Position	Nominee's Name	Originating District

SIGNATURE OF PRESIDING OFFICER: _____
(Original Signature Required)

Note: *Presiding Officer is the Chair/President. Any other signature invalidates this ballot, unless accompanied by Meeting Minutes designating an alternate.*

PRINTED NAME OF PRESIDING OFFICER: _____
(Required)

NAME OF NOMINATING DISTRICT: _____

MINUTES ATTACHED (Optional): Yes No

Attest:

District Secretary, Clerk or General Manager

**Nominations must be received by LAFCo before
5:00 p.m. on July 1, 2023**

Return to:

**Sacramento LAFCo
1112 I Street, Suite 100
Sacramento, CA 95814**

Commissioners

*Sue Frost, Rich Desmond, County Members ■ Patrick Hume, Alternate
Iva Walton, Sean Loloee, City Members ■ Jay Vandenburg, Katie Valenzuela, Alternates
Chris Little, Public Member ■ Timothy Murphy, Alternate
Lindsey Liebig, Gay Jones, Special District Members ■ Charlea Moore, Alternate*

Staff

*José C. Henríquez, Executive Officer ■ Desirae Fox, Policy Analyst
Nancy Miller, DeeAnne Gillick, Commission Counsel*

Public member restrictions

No person appointed as a public member or alternate public member pursuant to this chapter shall be an officer or employee of the county or any city or district with territory in the county, provided, however, that any officer or employee serving on January 1, 1994, may complete the term for which he or she was appointed.

Alternative member; one vote

56331.3. If two or more members are absent or disqualify themselves from participating in a meeting of the commission, any alternate member who is authorized to serve and vote in the place of a member shall only have one vote.

Independent special district selection committee

56332. (a) The independent special district selection committee shall consist of the presiding officer of the legislative body of each independent special district. However, if the presiding officer of an independent special district is unable to participate in a meeting or election of the independent special district selection committee, the legislative body of the district may appoint one of its members as an alternate to participate in the selection committee in the presiding officer's place. Those districts shall include districts located wholly within the county and those containing territory within the county representing 50 percent or more of the assessed value of taxable property of the district, as shown on the last equalized county assessment roll. Each member of the committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer or his or her alternate as designated by the governing body. Members representing a majority of the eligible districts shall constitute a quorum.

Meetings

(b) The executive officer shall call and give written notice of all meetings of the members of the selection committee. A meeting shall be called and held under one of the following circumstances:

Anticipated vacancy

(1) Whenever the executive officer anticipates that a vacancy will occur within the next 90 days among the members or alternate member representing independent special districts on the commission.

(2) Whenever a vacancy exists among the members or alternate member representing independent special districts upon the commission.

(3) Upon receipt of a written request by one or more members of the selection committee representing districts having 10 percent or more of the assessed value of taxable property within the county, as shown on the last equalized county assessment roll.

(4) Upon the adoption of a resolution of intention pursuant to Section 56332.5.

(5) Upon receipt of a written request by one or more members of the selection committee notifying the executive officer of the need

to appoint a member representing independent special districts on an oversight board pursuant to paragraph (3) of subdivision (j) of Section 34179 of the Health and Safety Code.

Appointment of special district members

(c) The selection committee shall appoint two regular members and one alternate member to the commission. The members so appointed shall be elected or appointed members of the legislative body of an independent special district residing within the county but shall not be members of the legislative body of a city or county. If one of the regular district members is absent from a commission meeting or disqualifies himself or herself from participating in a meeting, the alternate district member may serve and vote in place of the regular district member for that meeting. Service on the commission by a regular district member shall not disqualify, or be cause for disqualification of, the member from acting on proposals affecting the special district on whose legislative body the member serves. The special district selection committee may, at the time it appoints a member or alternate, provide that the member or alternate is disqualified from voting on proposals affecting the district on whose legislative body the member serves.

District member disqualification

Call for nominations

(1) The executive officer may prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. This paragraph shall be operative only if the written notice of the meeting provided pursuant to subdivision (b) discloses that, if nominations are received for only one candidate by the end of the nominating period, the candidate shall be deemed appointed and the meeting may be cancelled.

(d) If the office of a regular district member becomes vacant, the alternate member may serve and vote in place of the former regular district member until the appointment and qualification of a regular district member to fill the vacancy.

Elections by mailed ballot

(e) A majority of the independent special district selection committee may determine to conduct the committee's business by mail, including holding all elections by mailed ballot, pursuant to subdivision (f).

(f) If the independent special district selection committee has determined to conduct the committee's business by mail or if the executive officer determines that a meeting of the special district selection committee is not feasible, the executive officer shall conduct the business of the committee by mail. Elections by mail shall be conducted as provided in this subdivision.

(1) The executive officer shall prepare and deliver a call for nominations to each eligible district. The presiding officer, or his or her alternate as designated by the governing body, may respond in writing by the date specified in the call for nominations, which date shall be at least 30 days from the date on which the executive officer mailed the call for nominations to the eligible district.

(2) At the end of the nominating period, if only one candidate is nominated for a vacant seat, that candidate shall be deemed appointed. If two or more candidates are nominated, the executive officer shall prepare and deliver one ballot and voting instructions to each eligible district. The ballot shall include the names of all nominees and the office for which each was nominated. Each presiding officer, or his or her alternate as designated by the governing body, shall return the ballot to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible district.

Ballot and voting instructions

(3) The call for nominations, ballots, and voting instructions shall be delivered by certified mail to each eligible district. As an alternative to the delivery by certified mail, the executive *** officer may transmit materials by electronic mail. All notices and election materials shall be addressed to the presiding officer, care of the clerk of the district.

(4) ***Nominations and ballots may be returned to the executive officer by electronic mail.

(5) Each returned nomination and ballot shall be signed by the presiding officer or his or her alternate as designated by the governing body of the eligible district.

Quorum

(6) For an election to be valid, at least a quorum of the special districts must submit valid ballots. The candidate receiving the most votes shall be elected, unless another procedure has been adopted by the selection committee. Any nomination and ballot received by the executive officer after the date specified is invalid, provided, however, that if a quorum of ballots is not received by that date, the executive officer shall extend the date to submit ballots by 60 days and notify all districts of the extension. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. The executive officer shall announce the results of the election within seven days of the date specified.

(7) For a vote on special district representation to be valid, at least a quorum of the special districts must submit valid ballots to the executive officer by the date specified in the voting instructions, which date shall be at least 30 days from the date on which the executive officer mailed the ballot to the eligible

district. If ballots from a quorum of the districts have not been received at the end of the 60-day extension period, the executive officer shall extend the period to return ballots for a length of time at his or her discretion until a quorum is achieved, unless another procedure has been adopted by the selection committee. By a majority vote of those district representatives voting on the issue, the selection committee shall either accept or deny representation. **The executive officer shall announce the results of the election within seven days of the date specified.**

(8) All election materials shall be retained by the executive officer for a period of at least six months after the announcement of the election results.

"Executive officer"

(g) For purposes of this section, "executive officer" means the executive officer or designee as authorized by the commission.

(Amended by Stats. 2018, Ch. 86)

Representation of independent special districts

56332.5. (a) If the commission does not have representation from independent special districts on or before January 1, 2001, the commission shall initiate proceedings for representation of independent special districts upon the commission if either of the following occur:

Proceedings

(1) Upon receipt of a written request by one or more members of the selection commission representing districts having 10 percent or more of the assessed values of taxable property within the county, as shown on the last equalized county assessment roll.

(2) Upon adoption of a resolution by the commission proposing representation of special districts upon the commission.

Meeting

(b) The commission, at its next regular meeting, shall adopt a resolution of intention. The resolution of intention shall state whether the proceedings are initiated by the commission or by an independent special district or districts, in which case, the names of those districts shall be set forth. The commission shall order the executive officer to call and give notice of a meeting of the independent special district selection committee to be held within 15 days after the adoption of the resolution in order to determine whether independent special districts shall accept representation on the commission and appoint independent special district representation pursuant to Section 56332.

Appointment of public member when commission includes special district representation

56333. When a commission is enlarged to seven members as provided in Section 56332, the public members appointed pursuant to Sections 56325 and 56329 shall thereafter be appointed by members of the commission representing cities, counties, and special districts. Those appointments shall be made at the times and in the manner provided in Section 56334.

ITEM #10.A

Field Report on Current and Upcoming Projects



DEL PASO MANOR WATER DISTRICT REGULAR BOARD MEETING FIELD REPORT

MEETING DATE: June 05, 2023

AGENDA ITEM 10.A:

Leaks: We had 1 mainline leak, 1 service line leak on our side, and 0 service line leaks on the customer's side. We had 1 wharf hydrant break

Complaints: We had no complaints in the month of March

Water Waste: We had 6 water waste complaints.

Field Work:

1. 35 USA's marked
2. 4 buried curb stops were located
3. TCR samples for May were absent
4. Quarterly bacti samples were clean
5. Quarterly Iron sampling for wells 4 & 5. Both were below the MCL.
6. Tree removed for mainline valve and meter replacement

Current and Upcoming Projects:

1. Meters have been received and replacements will begin again
2. Hydrant painting and road markers will begin
3. Landscaping maintenance around our hydrants
4. Mainline valve measurements

**FIELD STAFF RESPONSIBLE FOR REPORT: Mike Jenner, Field Manager
06/05/2023**