

# AGENDA ITEM III-2

## SAN JUAN WATER DISTRICT

Board of Director's Board Meeting Minutes  
February 24, 2021 – 6:00 p.m.

Conducted via Videoconference & In-Person

### BOARD OF DIRECTORS

Pam Tobin	President
Ken Miller	Vice President
Ted Costa	Director
Marty Hanneman	Director via videoconference
Dan Rich	Director

### SAN JUAN WATER DISTRICT MANAGEMENT AND STAFF

Paul Helliker	General Manager
Donna Silva	Director of Finance
Tony Barela	Operations Manager
Lisa Brown	Customer Service Manager
Adam Larsen	Field Services Manager
Andrew Pierson	Engineering Services Manager
Greg Turner	Water Treatment Manager
Greg Zlotnick	Water Resources Manager
Rob Watson	Retired Annuitant
Teri Grant	Board Secretary/Administrative Assistant
Jennifer Buckman	Legal Counsel

### OTHER ATTENDEES

Joanna Gin	Legal Counsel, Citrus Heights Water District
Dave Wheaton	Board President, Citrus Heights Water District
Sandra Harris	Customer
Alan Driscoll	Forsgren Associates, Inc.
John Woodling	GEI Consultants
Ellen Cross	Strategy Driver

### AGENDA ITEMS

- I. Roll Call
- II. Public Forum and Comments
- III. Consent Calendar
- IV. New Business
- V. Old Business
- VI. Information Items
- VII. Directors' Reports
- VIII. Committee Meetings
- IX. Upcoming Events
- X. Adjourn

President Tobin called the meeting to order at 6:00 p.m.

## I. ROLL CALL

The Board Secretary took a roll call of the Board. The following directors were present in-person: Ted Costa, Ken Miller, Dan Rich and Pam Tobin. The following directors were present via teleconference: Marty Hanneman.

## II. PUBLIC FORUM

There were no public comments.

## III. CONSENT CALENDAR

All items under the consent calendar are considered to be routine and are approved by one motion. There will be no separate discussion of these items unless a member of the Board requests a specific item removed after the motion to approve the Consent Calendar.

### 1. Minutes of the Board of Directors Meeting, January 27, 2021 (W & R)

*Recommendation: Approve draft minutes*

### 2. New Warren Act Contract (W)

*Recommendation: Approve adoption of Resolution 21-01*

### 3. Reservoir Outage Temporary Tanks Project – Construction Management/Inspection Services (W)

*Recommendation: Consider approval of a contract amendment to Inferrera Construction Management Group, Inc. for Construction Management & Inspection Services during Construction of the Hinkle Reservoir Outage Temporary Tank Project*

### 4. Professional Services Agreement with Human Resources Consultant to Assist with Board's Review of General Manager (W & R)

*Recommendation: Consider approval of a professional services contract with Silvers HR LLC to assist the Board in conducting the General Manager's evaluation*

### 5. Professional Services Agreement with Consultant to Facilitate Relationships Between and Among Board and Executive Management Staff (W & R)

*Recommendation: Consider approval of a professional services contract with Strategy Driver, Inc., to facilitate Relationships Between and Among Board and Executive Management Staff*

### 6. Treasurers Report – Quarter Ending December 31, 2020 (W & R)

*Recommendation: Receive and File*

### 7. Vehicle # 24 Replacement (R)

*Recommendation: Authorize the purchase of a replacement vehicle for vehicle #24*

Director Costa requested that item 5 be removed from the Consent Calendar and Director Hanneman requested that items 4 and 5 be removed from the Consent Calendar for discussion.

***Director Hanneman moved to approve Consent Calendar items 1, 2, 3, 6 and 7. Director Costa seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

Regarding item 5, concern was voiced regarding the wording of the proposed contract for a facilitator and whether it was appropriate to include staff and the General Manager in a facilitation. Concern was also voiced that there was no staff report regarding this item, the item on the agenda was too vague, and it was questioned whether the District needed the facilitation outlined in the scope of work at this time. It was explained that President Tobin wanted to have a facilitator work with the Board to function more efficiently together and provide consensus-building, and this was not a means for staff to bring forward issues they may have with the General Manager, but was about how the Board functions.

Ms. Ellen Cross addressed the Board and explained that the scope of work could be adjusted to identify the goals of the process and the outcomes that the Board wants to create. It was expressed that the facilitator was not necessary at this time. The Board discussed the item and did not take action on this item.

Regarding item 4, Director Hanneman asked that the changes that were made to the contract be explained. Legal Counsel Buckman and Ms. Silva explained the changes that were made to the indemnification provision and the insurance provision of the District's standard contract.

***Director Hanneman moved to approve Consent Calendar item 4. Director Costa seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

Director Miller requested that the Board minutes, page 3 New Business, be reworded to reflect that Carmichael Water District is the agency considering the appointment of Mr. Zlotnick to their board of directors. Legal Counsel Buckman noted that the next sentence needs to be corrected to read incompatibility instead of incapability.

## IV. NEW BUSINESS

### 1. General Manager 2020-21 Performance Review (W & R) – P. Tobin

President Tobin informed the Board that she wanted to discuss and review the form that will be used to evaluate the General Manager and consider the proposed changes. Legal Counsel Buckman clarified, before the Board began its consideration of this item, that the document labeled as a staff report, which was provided in the Board packet, was not actually a staff report from the General Manager, but should be considered as a request from Mr. Helliker in his individual capacity regarding changes to the evaluation form. GM Helliker explained that he prepared the form with suggested changes to the evaluation and submitted it for consideration by the Personnel Committee in December, and the second form was submitted by President Tobin. Legal Counsel Buckman advised that because of the common law conflict of interest on this issue, another person will need to take over the role of staffing the Personnel Committee. Mr. Helliker opined that there is no conflict of interest, but Legal Counsel stated her legal opinion that the dual roles constituted a conflict.

It was suggested that the form should be returned to the Personnel Committee for a recommendation to the Board, and the Personnel Committee should be staffed by someone other than the affected employee.

It was suggested that the form that should be used for this evaluation period should be the existing form. A request was made that Kim Silvers be present to staff the next Personnel Committee meeting.

***Director Rich moved to refer this back to the Personnel Committee for review and to bring the revised form back to the Board.***

GM Helliker explained that the scope of work for Silvers HR, in the contract which the Board had just approved, is based on the existing form and more time would be needed and the scope of work would need to change should the form need to be revised. GM Helliker indicated that using the existing form makes sense because the performance period for his evaluation was for the previous year, when the existing form was in existence. GM Helliker noted that if the Board changed the form and applied it to his performance review this year, it would delay his review. GM Helliker asked the Board to decide whether they wanted the changes to be applied prospectively to his next performance review or whether they wanted it to be applied to this review.

It was suggested that Ms. Silvers should work with the Personnel Committee and the GM should let the Personnel Committee and Ms. Silvers handle his evaluation. The GM stated that he intended to be involved in his evaluation, and it was agreed that he would be involved, but not as part of the evaluation team. In response to a question from the Board, Legal Counsel confirmed that staffing the Personnel Committee with Ms. Silvers would be appropriate for the GM's evaluation.

A question was posed whether the Board could make changes to the form after the evaluation period had passed and it was stated that any revisions that are needed should be applied to the new evaluation period. It was noted that this concept was not consistent with the pending motion. It was explained that the form was being considered now because the Personnel Committee did not meet until December but it was a follow up from the GM's evaluation several months before.

It was confirmed that the Personnel Committee met in December, staffed by the General Manager, and the Committee did not recommend any changes to the form following that meeting. Legal Counsel confirmed that the process should be that the GM is considered to be representing himself in these discussions because he has an interest in the outcome, and others who are not self-interested should serve as staff for the District for this process. It was questioned whether the matter should be referred back to the Personnel Committee with the Committee staffed by Ms. Silvers, and a question was asked how much that would delay the evaluation process.

It was stated that the current form covered the evaluation period of 2020-2021, and that recommendations for changes should only be for a prospective evaluation, not this one. The Board discussed what form and process should be used to conduct the General Manager's evaluation.

***Director Rich moved to amend his motion to use the evaluation form that the Personnel Committee agreed to for the current evaluation of the General Manager, to work with Silvers HR as staff to the Personnel Committee for this matter, and to refer the matter to the Personnel Committee for consideration and recommendation of potential changes to the evaluation form.***

The Board discussed Ms. Silvers staffing the Personnel Committee. Legal Counsel confirmed that the Personnel Committee had not "agreed to" any form, as the Personnel Committee has no authority to take action and merely provides a recommendation for Board consideration.

GM Helliker emphasized that the scope of work for Ms. Silvers was premised on using the existing evaluation form. It was noted that the Personnel Committee could recommend changes to the scope of work for Ms. Silvers, subject to approval by the Board.

It was suggested that the Board should follow the recommendations of the Personnel Committee, and that it would be unfair for the Board to evaluate the General Manager using a new form when so much of the evaluation period had already passed by the time the Personnel Committee considered changes to the form.

***Director Rich withdrew his motion.***

Legal Counsel advised that the Board would need another motion to take action.

***Director Miller moved to use the existing evaluation form for the current evaluation and refer the form back to the Personnel Committee for revisions for the next evaluation of the General Manager. Director Costa seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

## V. OLD BUSINESS

1. **2x2x1 Temporary Advisory Committee (with FOWD, CHWD, and interested members of the public) for the limited purpose of identifying means of improving relations between SJWD and its customers (W & R) – P. Tobin**

In response to President Tobin's question, the Board Secretary informed the Board that no meeting of this committee has been scheduled at this time. President Tobin informed the Board that she received an email from CHWD requesting that an independent facilitator, who has not been used by any of the agencies, be used for these meetings. She reported that each agency will suggest a facilitator and the committee will agree on one.

The Board discussed the reason the President set up the committee. Director Rich suggested that the Board hold listening sessions to hear the agencies' concerns and requests before a facilitator is brought in. President Tobin explained that the first meeting will be with the agency board members to discuss the names of facilitators then from there it would be decided if and who to use.

Mr. Tony Barela requested that the Board make a request of the Fair Oaks Water District Board of Directors to allow him to make a presentation on the Hinkle Reservoir Project at one of their Board meetings.

***Director Costa moved to request that the Fair Oaks Water District Board of Directors place on their agenda a presentation regarding the Hinkle Reservoir Project. Director Rich seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

2. **RWA/SGA Subscription Program Agreement for Groundwater Bank (W & R) – G. Zlotnick/D. Rich**

GM Helliker provided a staff report which will be attached to the meeting minutes. He explained that this is the Phase 2 agreement on the RWA/SGA Subscription Program for the groundwater bank.

***Director Hanneman moved to authorize the General Manager to sign the RWA/SGA Subscription Program Agreement for Groundwater Bank. Director Costa seconded the motion and it carried with the following roll call vote:***

**Ayes:** Directors Costa, Hanneman, Miller, Rich and Tobin  
**Noes:** None  
**Absent:** None

**3. 2021 Hydrology and Operations Update (W & R) – P. Helliker**

GM Helliker informed the Board that the precipitation level is 50% of normal and not much is expected in the next few weeks, and snowpack is at 66% overall, which is better than 2014-15. He reviewed the projections for precipitation and temperature. He reported that Folsom is at 35% capacity and storage is at 63% average.

GM Helliker reported that Reclamation's forecast from last week shows Folsom at 341 TAF of storage at the end of December 2021. He reviewed the Water Forum projected run-off and explained that the projection is for a Hodge Year, in which SSWD will not be able to receive water from PCWA. He explained that the water inflow into Folsom Reservoir is expected to be above 400 TAF which means that it will not be a Conference Year. He informed the Board that he will be having discussions with other agencies on messaging for conservation efforts and dry year actions.

In response to Director Miller's question, GM Helliker explained that the CVP allocations were released and the District is able to receive 55% of historic use, which would be zero for the District since we haven't used any CVP water during the last three years. In addition, GM Helliker commented that we do not anticipate any curtailments this year of the District's water rights water. GM Helliker informed the Board that there may be an opportunity this year for a conserved water transfer.

**4. Water Transfer with Sacramento Suburban Water District (W & R) –**

**G. Zlotnick**

Mr. Zlotnick provided a staff report which will be attached to the meeting minutes. He explained that a water transfer with Sacramento Suburban Water District for up to 6,000 AF should be able to occur this year for a conserved water transfer.

***Director Hanneman moved to make a finding that the water proposed to be sold to Sacramento Suburban Water District is excess to that necessary to meet the Wholesale Customer Agencies' demands. Director Costa seconded the motion and it carried with the following roll call vote:***

**Ayes:** Directors Costa, Hanneman, Miller, Rich and Tobin  
**Noes:** None  
**Absent:** None

***Director Costa moved to adopt the CEQA Notice of Exemption. Director Miller seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

***Director Costa moved to authorize the General Manager to sign the Proposed Agreement Between San Juan Water District and Sacramento Suburban Water District to Provide Surface Water Supplies to Enhance Groundwater Stabilization. Director Hanneman seconded the motion and it carried with the following roll call vote:***

**Ayes: Directors Costa, Hanneman, Miller, Rich and Tobin**

**Noes: None**

**Absent: None**

## **VI. INFORMATION ITEMS**

### **1. GENERAL MANAGER'S REPORT**

#### **1.1 General Manager's Monthly Report (W & R)**

GM Helliker provided the Board with a written report for January which will be attached to the meeting minutes.

#### **1.2 Miscellaneous District Issues and Correspondence**

GM Helliker reported that Greg Zlotnick and he met with Orange Vale Water Company, Del Paso Manor Water Agency, Carmichael Water District and Sacramento Suburban Water District to discuss conjunctive use groundwater banking. He explained that SSWD is looking at their pumping capacity in their northern service area for conjunctive use groundwater banking. He explained that there is no direct connection with CWD for groundwater banking; however, there may be a possibility to transfer water to them for mutual aid in case they get in a curtailment situation. He reported that once the discussions are finalized, any proposed agreements will be brought to the Board for approval.

GM Helliker reported that he met with FOWD and CHWD to discuss current year water transfers. He explained that he is meeting with all of the wholesale customer agencies and will do so in conjunction with the 2x2x1 committee efforts.

GM Helliker reported that the Folsom Operations MOU between Reclamation and the Water Forum is finalized and proceeding through the levels of review in Reclamation leading to signature. He informed the Board that he will be meeting with the Central Valley Operations office and Folsom in late March.

GM Helliker reported that there are a few legislative bills to watch, such as SB 222 regarding establishing a fund for low income assistance which ACWA is opposing unless amended. He reported that SB 223 would require water districts to forgive debt, and ACWA has taken an oppose position. He mentioned that Assemblymember Friedman has a bill which is looking to change indoor water use standard lower than the existing requirement. He will report back as needed.

GM Helliker and Ms. Lisa Brown reported that the District received an email from a customer who was concerned about his mother's bill and that she was unable to save any money due to the District's rate structure, even if she reduced her consumption.

## **2. DIRECTOR OF FINANCE'S REPORT**

### **2.1 Miscellaneous District Issues and Correspondence**

No report.

## **3. OPERATION MANAGER'S REPORT**

### **3.1 Miscellaneous District Issues and Correspondence**

Mr. Barela had prepared a brief presentation but will hold off on making a report on the Hinkle Reservoir Project until the next Board meeting.

## **4. ENGINEERING SERVICES MANAGER'S REPORT**

### **4.1 Miscellaneous District Issues and Correspondence**

No report.

## **5. LEGAL COUNSEL'S REPORT**

### **5.1 Legal Matters**

No report.

## **VII. DIRECTORS' REPORTS**

### **1. SGA**

Director Costa reported that SGA continues to look into merging with the south area.

### **2. RWA**

Director Rich reported that the Executive Committee met on Monday and provided a written report which will be attached to the meeting minutes. He reported that the District's dues should be going down since the wholesale customer agencies pay separately. President Tobin explained that the wholesale customer agencies have separate memberships in order to have a vote. Director Rich reported that the RWA Strategic Workshop is scheduled for March 18<sup>th</sup>.

### **3. ACWA**

#### **3.1 ACWA - Pam Tobin**

President Tobin provided a written report on ACWA activities which will be attached to the meeting minutes.

#### **3.2 JPIA - Pam Tobin**

President Tobin provided a written report which will be attached to the meeting minutes.

#### **3.3 Energy Committee - Ted Costa**

Director Costa reported that the Energy Committee met on February 23<sup>rd</sup>. He reported that the State Energy Commission will be mandating implementation of a zero emissions plan by 2035. He explained that there are concerns regarding diesel back-up generators.

### **4. CVP WATER ASSOCIATION**

Director Costa reported that CVP Water Association hired a new Executive Director. Mr. Zlotnick informed the Board that Kevin Kasberg accepted the position.

### **5. OTHER REPORTS, CORRESPONDENCE, COMMENTS, IDEAS AND SUGGESTIONS**

Director Costa informed the Board that he would like to look into Channel 14 and broadcasting the board meetings. He will look into it and bring it back to the Board.

Director Rich inquired about the customer requests regarding separating the SJWD Retail into its own agency. The Board discussed putting it on the March Board agenda; however, GM Helliker informed Director Rich that the Board discussed this issue at the August Board meeting, which Director Rich was absent at. The Board decided not to place the item on the March Board agenda.

## **VIII. COMMITTEE MEETINGS**

### **1. Engineering Committee – February 10, 2021**

The committee meeting minutes will be attached to the original board minutes.

### **2. Finance Committee – February 23, 2021**

The committee meeting minutes will be attached to the original board minutes.

## **IX. UPCOMING EVENTS**

### **1. 2021 ACWA Legislative Symposium**

March 11, 2021

Virtual

### **2. 2021 ACWA Spring Conference**

May 12-13, 2021

Virtual

## **X. ADJOURN**

The meeting was adjourned at 7:44 p.m.

ATTEST:

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PAMELA TOBIN, President  
Board of Directors  
San Juan Water District

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TERI GRANT, Board Secretary

# **AGENDA ITEM III-2**

## **RESOLUTION NO. 21-01**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JUAN WATER DISTRICT**

#### **APPROVING CONTRACT FOR THE CONVEYANCE OF NON-PROJECT WATER BY THE UNITED STATES**

WHEREAS, San Juan Water District and the United States entered into Contract No. 6-07-20-W1315, as amended, which expires on February 28, 2021, to convey through Central Valley Project facilities to San Juan's treatment plant water purchased by San Juan from Placer County Water Agency; and

WHEREAS, the District and the United States have engaged in negotiations to enter into a new contract to also provide for conveyance through Central Valley Project facilities to San Juan's treatment plant water purchased by San Juan Water District from Placer County Water Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of San Juan Water District as follows:

1. The foregoing recitals are true.
2. The Board of Directors hereby approves the "Short-Term Contract between the United States and San Juan Water District for Conveyance of Non-Project Water" (Warren Act Contract No. 21-WC-20-5744) in substantially the form presented at this meeting ("water conveyance contract"). The President and Secretary are hereby authorized and directed to execute the water conveyance contract on behalf of the District. The General Manager is authorized to take all action required of the District to implement the water conveyance contract.
3. The Board of Directors also approves a notice of exemption from the California Environmental Quality Act (under Sections 15261 and 15301 of the CEQA Guidelines) for approval of the water conveyance contract, and authorizes the General Manager to execute and file such exemption on behalf of the District.

The foregoing resolution was duly passed and adopted by the Board of Directors of San Juan Water District at a meeting thereof held on February 24, 2021, by the following vote:

AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:

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PAMELA TOBIN, President  
Board of Directors of San Juan Water District

ATTEST:

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TERI GRANT, Secretary

Certification

I hereby certify that the attached resolution is a full, true and correct copy of the original document on file at the San Juan Water District office, and that this certification was executed on February 24, 2021, in the County of Placer, California.

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

# **STAFF REPORT**

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## **AGENDA ITEM III-3**

To: Board of Directors  
From: Tony Barela, Operations Manager  
Date: February 24, 2021  
Subject: Hinkle Reservoir Outage Temporary Tanks Project – ICM Group, Inc Amendment

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### **RECOMMENDED ACTION**

Staff requests a recommendation from the committee to the Board of Directors for a motion to approve an amendment to Inferrera Construction Management Group, Inc. (ICM) contract for the amount of \$28,000 bringing the authorized total contract budget to \$106,200. The staff recommendation was reviewed by the Engineering Committee, which recommends approval by the Board of Directors.

### **BACKGROUND**

This project involves the construction of two (2) bolted steel potable water storage tanks and appurtenances that will be used for operational storage while the Hinkle Reservoir liner and cover are being replaced in FY21/22. This project is needed to maintain Wholesale water delivery operations while Hinkle Reservoir is off-line.

ICM provided Construction Management and Inspection services during the construction of the two steel tanks. During the project, there was a District caused delay at the beginning of the project as the tank pads were completed and there was a delay at the end of the project as the District constructed the Ashland Bypass Pipeline to provide reliable service to the City of Folsom. Due to these delays, the Contractor worked weekends, causing inspection OT, and the project ran beyond the initial completion date.

Additionally, while the District's Construction Inspector was on medical leave for approximately one month, ICM provided inspection support for the Hinkle Reservoir Outage Temporary Tank Project - Civil Improvements. This additional inspection service was not anticipated in the original contract.

The District is currently working to obtain a quote for modifications to the tanks to include two additional 24" connections. During this installation, the District is requesting that ICM provide construction management/inspection services for the installation of the connections, disinfection, and closing of the contract. The proposed amendment includes these services to close out the project.

### **PROJECT STATUS**

As of December 2020, the tanks have been in service and operating as planned. The original \$1.04M construction contract for the tanks has been completed with only three change orders for a total additional cost of \$1,150.

### **FINANCIAL CONSIDERATIONS**

This service is included in the approved FY20/21 Wholesale budget for the Hinkle Reservoir Outage Temporary Tanks Project.

# AGENDA ITEM III-4

## SAN JUAN WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date last signed and dated below by and between San Juan Water District, a local government agency ("District"), and Silvers HR, LLC, a California Limited Liability Company ("Contractor"), who agree as follows:

### 1 Scope of Work

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

### 2 Payment

2.1. District shall pay to Contractor a fee based on:

- Contractor's time, at a grandfathered rate of \$185/hour, and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.
- The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$5,000.00. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor's fee includes all of Contractor's costs and expenses related to the Work.

2.2. Fifty percent of the estimated fee (or \$2300) will be paid as a retainer and is due within 30 days of the receipt of the signed agreement. Additional hours will be billed monthly and due within 30 days.

2.3. At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

### 3 Term

3.1. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District in a written amendment to this Agreement for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must

perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2. This Agreement may be terminated at any time by District or Contractor upon 10 days' advance written notice to the other party. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1. Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6 Contractor Records**

6.1. Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

#### **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify,

reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8      Confidentiality of Information**

8.1. Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2. Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3. If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to

protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

**9      Compliance with Laws, General.** Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

## **10      Indemnification**

10.1. Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and consultant fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2. District agrees to defend, indemnify and hold Contractor harmless (including attorney's fees) against any lawsuit, claim or demand brought against District by any party other than District with regard to services performed under this agreement.

## **11      Insurance**

**Types & Limits.** Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and minimum limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and

		completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$500,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$10,000	As part of the general liability coverage above

11.1. Other Requirements. The general liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2. Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2. Independent Contractor. Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or

benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3. Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4. Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

San Juan Water District  
Attn: Pam Tobin  
San Juan Water District  
9935 Auburn Folsom Road  
P.O. Box 2157

Granite Bay, CA 95746  
E-mail: \_\_\_\_\_

Contractor:  
Silvers HR, LLC  
Attn: Kim Silvers  
5925 Granite Lake Dr., Suite 120  
Granite Bay, CA 95746  
E-mail: [kim@silvershr.com](mailto:kim@silvershr.com)

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9. Signature Authority. Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

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San Juan Water District:  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Pam Tobin, Board President

Silvers HR, LLC  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Silvers, President

**Proposed process/dates to facilitate SJWD Board input and delivery of 2020 performance evaluation for SJWD General Manager (GM).**

Step	Major Task	Primary Responsible	Targeted completion date	Comments
1	Brief overview of process with Personnel Committee at committee meeting. Obtain 2020 GM goals set by Board of Directors (BOD) to be evaluated during this process.	Consultant	2/22/2021	Assumes Personnel Committee has already determined GM evaluation criteria, and format to be used for 2020 will be similar to prior GM evaluations. If this is not already in place, the dates below will be moved out.
2	Determine if BOD presentation of process needed for next BOD mtg. If so, schedule time on agenda.	Personnel Comte	2/24/2021	
3	Send self-evaluation format or specific information requested to GM.	Consultant	2/26/2021	The format will be based on GM's and Personnel Committee's input, and perhaps full BOD.
4	Send evaluation criteria to BOD in advance of one on one mtgs.	Consultant	3/1/2021	Assumes evaluation criteria is very similar to years past. If significant rework is requested, the dates below will be moved out.  Board will prep for evaluation meetings with Consultant
5	Prepare self-evaluation and send to Consultant and BOD.	GM	3/8/2021	
6	Meet with GM to review self-evaluation, if requested.	Consultant	3/10/2021	
7	Meet with each BOD member for input on GM performance.	Consultant	3/26/2021	

<b>Step</b>	<b>Major Task</b>	<b>Primary Responsible</b>	<b>Targeted completion date</b>	<b>Comments</b>
8	Summarize evaluation input from individual BOD member mtgs. Send draft evaluation to each BOD member for review/edits.	Consultant	4/5/2021	
9	Meet with Personnel Committee to discuss evaluation presentation and their GM bonus recommendation for full BOD approval.	Consultant	4/13/2021	
10	Finalize and deliver evaluation for BOD to present to GM.	Consultant	4/20/2021	
11	Forward GM evaluation to recipient for pre-review at least 24 hours prior to BOD mtg.	Consultant	4/27/2021	
12	Present final evaluation to GM in BOD mtg. GM bonus, if any, to be determined and announced.	BOD	4/28/2021	During BOD mtg - preliminary mtg for full BOD to discuss evaluation delivery process. GM Evaluation to be delivered in closed session.
13	2021 GM initiatives/deliverables to be determined.	BOD	TBD	
	<b>Estimated consulting time based on prior years' work is 25 hours</b>			

# AGENDA ITEM III-6

## STAFF REPORT

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To: Board of Directors  
From: Donna Silva, Director of Finance  
Date: February 24, 2021  
Subject: Treasurer's Report – Quarter Ending December 31, 2020

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### **RECOMMENDED ACTION**

This report is for information only and will be filed with the meeting minutes.

### **BACKGROUND**

The purpose of the treasurer's report is to update the Board and the public on the status of the District's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the second quarter of fiscal year 2020-2021, ending December 31, 2020.

The District's investment objectives are established by the Board approved Investment Policy. The Investment Policy is guided and constrained by the California Government Code. The Board periodically reviews and adjusts the Investment Policy to ensure ongoing compliance with the government code and to maximize investment flexibility as permitted. The current Investment Policy has the following objectives for the portfolio:

1. Safety
2. Liquidity
3. Yield

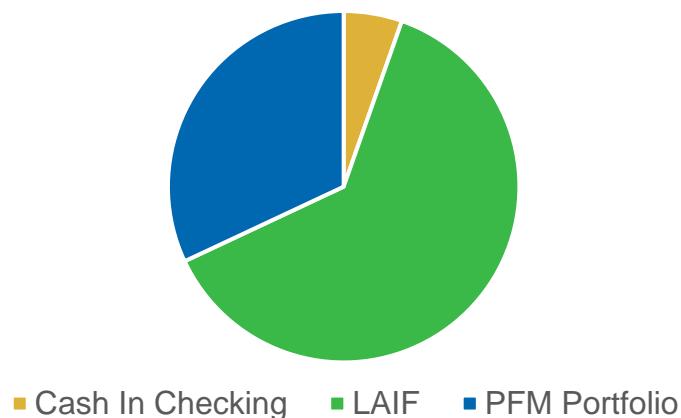
Attached is the quarterly Treasurer's Report for the three months ended December 31, 2020.

At September 30, 2020, the end of the previous quarter, the value of the District's total portfolio was \$29.9 million. Since that time, the value of the District's portfolio increased by \$938,439 for an ending balance of \$30.9 million as of December 31, 2020. Cash and short-term investments increased by \$994,956. Medium term investments increased by \$328,535 and long-term investments decreased by \$385,051.

The funds are currently held as follows:

Cash at Banking Institutions	\$ 1,663,686
Local Agency Investment Fund (LAIF)	19,362,082
PFM Managed Investment Portfolio	<hr/> <u>9,884,220</u>
	<u>\$ 30,909,988</u>

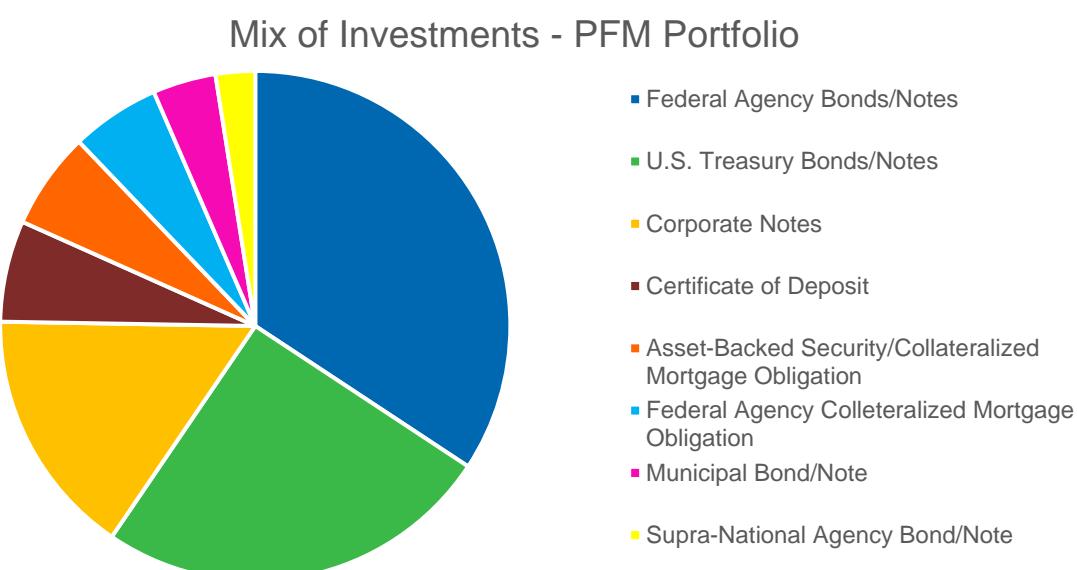
## Distribution of Investments San Juan Water District

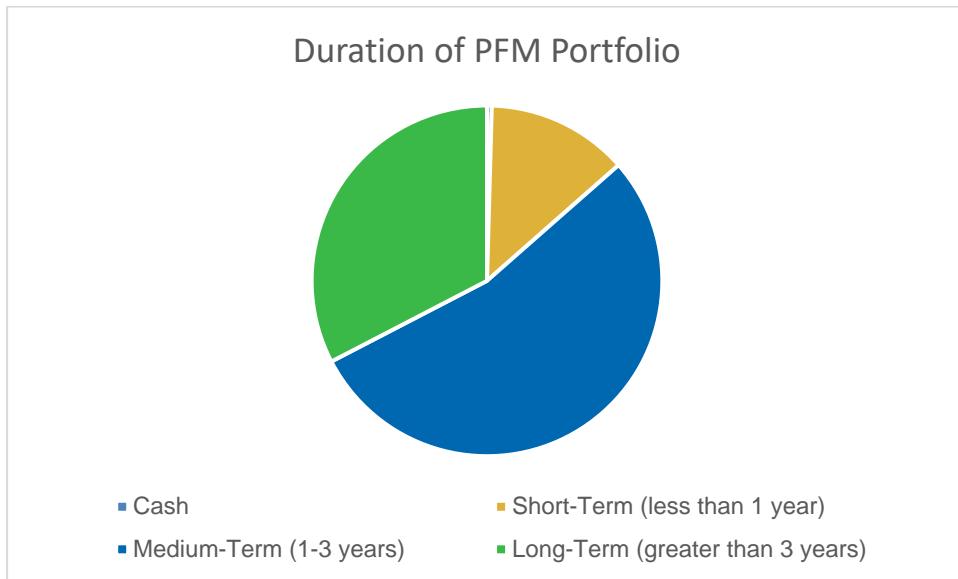


The overall portfolio is diversified with 32% invested in marketable securities (PFM Portfolio), 63% invested in short-term investments that are considered liquid (LAIF) and 5% on deposit with US Bank. Staff, in conjunction with your financial advisors, periodically review the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and the District's short term cash needs.

All securities held are in conformance with those permitted by the District's Investment Policy. There are sufficient funds to meet the District's expenditure requirements for the next six months.

The mix and duration of investments are displayed in the following charts:





In spite of the uncertainty caused by the pandemic and political uncertainty, the economy continued a slow recovery and the market has proved resilient. Economic conditions over the past quarter improved at a faster-than-expected pace, yet still trail pre-pandemic conditions. The pace of recovery is dependent upon the speed of the COVID-19 vaccination rollout. The District's portfolio managers will maintain the portfolio's neutral duration position relative to the benchmark.

The portfolio is still performing well and continues to outperform the benchmark (Bank of America Merrill Lynch "BAML" 0-5 year Treasury Index) on an historical basis.

Total Returns – period ending December 31, 2020

	Duration (years)	Quarter Ending 12/31/2020	Past Year	Since Inception
San Juan Water District	2.31	.20%	3.07%	2.19%
BAML 0-5 Year Treasury Index	2.11	.02%	3.58%	1.89%

**San Juan Water District**  
**Treasurer's Report**  
**December 31, 2020**

	<b>Yield %</b>	<b>Par Value</b>	<b>Cost</b>	<b>Current Market Value</b>	<b>Maturity Date</b>
CASH & DEMAND DEPOSITS - US Bank:					
	na	1,663,685.84	1,663,685.84	1,663,685.84	na
LOCAL AGENCY INVESTMENT FUND (LAIF)	0.685%	19,362,082.21	17,325,291.09	19,362,082.21	na
PFM MONEY MARKET ACCOUNT	na	43,358.50	43,358.50	43,358.50	na
LONG-TERM INVESTMENTS (PFM Investment Portfolio):					
<i>U.S. Treasury Bonds/Notes:</i>					
US Treasury Notes	1.67%	230,000.00	227,511.33	231,150.00	5/31/2021
US Treasury Notes	1.63%	30,000.00	29,937.89	30,267.19	8/31/2021
US Treasury Notes	1.75%	45,000.00	44,084.18	45,421.88	10/31/2021
US Treasury Notes	1.78%	150,000.00	150,591.80	152,835.93	1/31/2022
US Treasury Notes	2.75%	250,000.00	242,626.95	255,429.70	3/31/2022
US Treasury Notes	2.82%	85,000.00	82,210.94	86,846.10	3/31/2022
US Treasury Notes	1.83%	150,000.00	152,044.92	154,476.57	6/30/2022
US Treasury Notes	1.74%	250,000.00	253,095.70	257,343.75	7/31/2022
US Treasury Notes	2.44%	155,000.00	149,290.43	159,698.44	3/31/2023
US Treasury Notes	2.28%	95,000.00	90,977.34	97,701.56	7/31/2023
US Treasury Notes	2.44%	160,000.00	151,993.75	164,550.00	7/31/2023
US Treasury Notes	2.25%	45,000.00	46,183.01	48,339.85	9/30/2023
US Treasury Notes	2.52%	150,000.00	151,517.58	161,156.25	11/15/2023
US Treasury Notes	2.52%	155,000.00	152,226.95	163,864.06	11/30/2023
US Treasury Notes	2.56%	15,000.00	15,044.53	16,096.88	12/31/2023
US Treasury Notes	1.90%	125,000.00	125,566.41	132,480.48	4/30/2024
US Treasury Notes	1.78%	150,000.00	151,546.88	159,328.13	6/30/2024
US Treasury Notes	1.83%	30,000.00	30,419.53	32,043.75	7/31/2024
US Treasury Notes	1.39%	125,000.00	129,379.88	133,515.63	7/31/2024
	Subtotal	2,395,000.00	2,376,250.00	2,482,546.15	
<i>Supra-National Agency Bond/Note</i>					
International Finance Corp Note	2.35%	80,000.00	79,764.80	80,045.12	1/25/2021
Int'l Bank of Reconstruction & Dev Notes	2.83%	90,000.00	89,789.40	91,290.15	7/23/2021
Int'l Bk Recon & Develop Corp Notes	0.32%	75,000.00	74,838.75	75,048.38	11/24/2023
	Subtotal	245,000.00	244,392.95	246,383.65	
<i>Municipal Bond/Note</i>					
CA ST Taxable GO Bonds	1.87%	100,000.00	102,001.00	106,142.00	10/1/2023
Mississippi St-A-Txbl Municipal Bonds	0.57%	100,000.00	100,000.00	100,637.00	11/1/2024
OR ST Dept Trans Txbl Rev Bonds	0.57%	70,000.00	70,000.00	70,334.60	11/15/2024
FL ST Board of Admin Txbl Rev Bonds	1.11%	20,000.00	20,141.40	20,453.80	7/1/2025
FL ST Board of Admin Txbl Rev Bonds	1.26%	55,000.00	55,000.00	56,247.95	7/1/2025
Los Angeles CCD, CA Taxable GO Bonds	0.77%	40,000.00	40,000.00	40,524.00	8/1/2025
	Subtotal	385,000.00	387,142.40	394,339.35	

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	<b>Yield %</b>	<b>Par Value</b>	<b>Cost</b>	<b>Current Market Value</b>	<b>Maturity Date</b>
...continued					
<i>Federal Agency Collateralized Mortgage Obligation</i>					
FNA 2018-M5 A2	2.93%	36,374.93	37,098.47	36,455.49	9/1/2021
FHLMC Multi-family Structured P	2.54%	100,000.00	100,625.00	101,259.36	1/1/2022
FHLMC Multi-family Structured P	2.63%	100,000.00	100,250.00	101,791.28	6/1/2022
FHLMC Series K721 A2	2.88%	100,000.00	100,851.56	102,682.33	8/1/2022
FannieMae - ACES	2.14%	95,286.54	99,916.87	103,080.88	3/1/2024
FHMS K043 A2	1.95%	100,000.00	104,953.13	109,425.93	12/1/2024
	Subtotal	531,661.47	543,695.03	554,695.27	
<i>Federal Agency Bonds/Notes:</i>					
Fannie Mae Notes	2.55%	100,000.00	99,851.00	100,662.90	4/13/2021
Freddit Mac Notes (Callable)	0.30%	315,000.00	315,000.00	315,252.63	2/6/2023
Federal Home Loan Bank Notes	1.44%	130,000.00	129,760.80	133,375.32	2/17/2023
Fannie Mae Notes	0.35%	145,000.00	144,563.55	145,318.71	5/22/2023
Freddie Mac Notes	0.35%	130,000.00	129,620.40	130,264.81	6/26/2023
Fannie Mae Notes	0.32%	185,000.00	184,602.25	185,336.33	7/10/2023
Freddie Mac Notes	0.28%	90,000.00	89,908.20	90,147.87	8/24/2023
Fannie Mae Notes	2.98%	260,000.00	258,770.20	278,658.90	9/12/2023
Fannie Mae Notes (Callable)	0.31%	125,000.00	124,987.50	125,214.38	11/16/2023
Freddie Mac Notes	0.28%	80,000.00	79,920.80	80,098.64	12/4/2023
Federal Home Loan Bank Notes	2.72%	50,000.00	51,485.00	54,620.25	12/8/2023
Fannie Mae Notes	2.58%	35,000.00	34,869.80	37,455.74	2/5/2024
Fannie Mae Notes	0.96%	150,000.00	154,474.50	157,741.95	10/15/2024
Freddie Mac Notes	1.52%	250,000.00	249,807.50	261,684.00	2/12/2025
Federal Home Loan Bank Notes	0.60%	100,000.00	99,504.00	100,541.20	4/14/2025
Fannie Mae Notes	0.67%	125,000.00	124,742.50	126,345.88	4/22/2025
Fannie Mae Notes	0.61%	160,000.00	160,118.40	161,722.72	4/22/2025
Fannie Mae Notes	0.54%	145,000.00	144,699.85	145,624.23	6/17/2025
Freddie Mac Notes	0.48%	90,000.00	89,551.80	89,889.21	7/21/2025
Fannie Mae Notes	0.47%	100,000.00	99,532.00	99,782.60	8/25/2025
Fannie Mae Notes	0.49%	135,000.00	134,269.65	134,706.51	8/25/2025
Freddie Mac Notes	0.44%	140,000.00	139,578.60	139,625.22	9/23/2025
Freddie Mac Notes	0.47%	175,000.00	174,177.50	174,531.53	9/23/2025
Fannie Mae Notes	0.51%	105,000.00	104,960.10	105,289.59	11/7/2025
	Subtotal	3,320,000.00	3,318,755.90	3,373,891.12	
<i>Corporate Notes:</i>					
Cisco Systems Inc Corp Notes	2.81%	155,000.00	152,327.80	155,474.61	2/28/2021
PEPSICO Inc. Corp (Callable) Note	2.01%	55,000.00	54,989.00	55,195.80	4/15/2021
Bank of New Year Mellon Corp	1.99%	175,000.00	178,101.00	175,796.95	4/15/2021
Bank of America Corp Note	2.40%	15,000.00	15,112.35	15,102.87	4/19/2021
Goldman Sachs Group Corp Notes	2.53%	80,000.00	87,671.20	82,197.92	7/27/2021
Citigroup Inc Corp (Callable) Note	2.72%	90,000.00	90,614.70	91,907.10	12/8/2021
Apple Inc Bonds	3.01%	130,000.00	128,070.80	133,016.91	2/9/2022
American Express Credit (Callable) Notes	3.29%	100,000.00	97,840.00	102,621.40	3/3/2022
Adobe Inc. Corp Note	1.75%	100,000.00	99,863.00	102,851.30	2/1/2023
Amazon.com Inc. Bonds	2.66%	100,000.00	99,037.00	104,345.30	2/22/2023
American Honda Finance	1.96%	100,000.00	99,963.00	103,646.70	5/10/2023
Bank of America Corp Note	0.81%	75,000.00	75,000.00	75,628.65	10/24/2024
Johnson & Johnson Corp Notes	1.50%	185,000.00	194,640.35	200,264.91	1/15/2025
Toyota Motor Credit Corp Corp Notes	1.58%	30,000.00	30,293.10	31,411.38	2/13/2025
Toyota Motor Credit Corp Corp Notes	1.58%	45,000.00	45,439.65	47,117.07	2/13/2025
Bristol-Myers Squibb Co Corporate Notes	0.88%	65,000.00	74,274.20	74,112.68	8/15/2025
	Subtotal	1,500,000.00	1,523,237.15	1,550,691.55	

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	<b>Yield %</b>	<b>Par Value</b>	<b>Cost</b>	<b>Current Market Value</b>	<b>Maturity Date</b>
<i>Certificate of Deposit:</i>					
MUFG Bank LTD/NY Cert Depos	2.94%	100,000.00	100,000.00	100,414.20	2/26/2021
Societe Generale NY Cert Depos	1.80%	100,000.00	100,000.00	101,641.00	2/14/2022
Sumitomo Mitsui Bank NY Cert Depos	0.70%	75,000.00	75,000.00	75,196.95	7/8/2022
Nordea Bank ABP New York	1.84%	135,000.00	135,000.00	138,703.59	8/26/2022
Skandinav Enskilda Bank LT	1.85%	140,000.00	140,000.00	143,863.72	8/26/2022
DNB Bank ASA/NY LT CD	2.03%	70,000.00	70,000.00	72,479.19	12/02/0222
Subtotal		620,000.00	620,000.00	632,298.65	
<i>Asset-Backed Security/Collateralized Mortgage Obligation:</i>					
Harot 2017-4 A3	2.05%	1,617.30	1,617.07	1,618.16	11/21/2021
Harot 2019-1 A3	2.83%	94,421.06	94,418.53	96,019.25	3/20/2023
Hyundai Auto Receivalbes Trust	2.66%	38,401.72	38,396.67	38,949.89	6/15/2023
Harot 2019-2 A3	2.52%	100,000.00	99,996.27	101,846.68	6/21/2023
Narot 2019-A A3	2.90%	60,871.31	60,862.08	61,981.25	10/15/2023
Narot 2019-B A3	2.51%	100,000.00	99,977.39	101,929.87	11/15/2023
Copar 2019-1 A3	2.51%	100,000.00	99,979.74	101,703.61	11/15/2023
Taot 2020-A A3	1.66%	100,000.00	99,992.78	101,966.64	5/15/2024
Subtotal		595,311.39	595,240.53	606,015.35	
TOTAL LONG TERM INVESTMENTS		9,591,972.86	9,608,713.96	9,840,861.09	
<b>TOTAL CASH &amp; INVESTMENTS AT 09/30/2020</b>		<b>30,661,099.41</b>	<b>28,641,049.39</b>	<b>30,909,987.64</b>	

# AGENDA ITEM III-7

## STAFF REPORT

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To: Board of Directors  
From: Adam Larsen  
Date: February 24, 2021  
Subject: Authorization of purchase for vehicle #24 replacement

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### **RECOMMENDED ACTION**

Staff recommends authorizing the purchase of a replacement vehicle for vehicle #24. The replacement vehicle would be a Ford F450, with a Scelzi utility bed, and Auto Crane for Field Services from Downtown Ford, a budgeted item for FY2020-21.

### **BACKGROUND**

The Districts existing Vehicle #24 is a 2008 Ford F450, with a CTEC utility bed and Auto Crane. The vehicle has approximately 96,000 miles and is 13 years old. The vehicle has reached the point where repair and maintenance costs to District are no longer cost effective and vehicle reliability and safety are a concern.

The Districts policy for vehicle replacement is when a vehicle reaches 10 years old and/or 100,000 miles it is to be replaced. This policy has been developed based upon vehicle expenditures by District operations staff and experience with vehicle repairs and identification of the general point to where the vehicle breaks down. This policy is one that many other Districts follow.

The District will utilize the State of California vehicle contract 1-18-23-20A-I CLIN 30. Staff selected the diesel replacement; based upon vehicle mileage, maintenance costs, and towing capability. In addition, staff assessed two acceptable utility beds that offered different crane options; CTEC with the Liftmoore Crane, and Scelzi; with the Auto Crane. We currently use the Auto Cranes on two vehicles and find them reliable. The Scelzi utility body/ Auto Crane package was 17% lower in overall cost.

### **FINANCIAL CONSIDERATIONS**

This vehicle replacement was budgeted for \$90,000. The quote came in at \$5,841.86 over the budgeted amount. We will be able offset the extra cost with savings that we identified on a different project.

Staff is recommending that the Board approve the vehicle #24 replacement with a Ford F450, with Scelzi utility bed, and Auto Crane from Downtown Ford, in the amount of \$95,841.86.

After vehicle #24 is replaced, it will go to public auction and then the amount that it is sold for will go back into the Districts General CIP Fund.

# AGENDA ITEM IV-1

## STAFF REPORT

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To: Board of Directors  
From: Paul Helliker, General Manager  
Date: February 24, 2021  
Subject: General Manager Performance Review Form

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### **RECOMMENDED ACTION**

Information and Discussion

### **BACKGROUND**

During the Board's discussion in 2020 with me concerning my performance review, some members of the Board suggested reviewing and potentially modifying the review form. I reviewed the form and provided comments on a few items in the form, and some suggestions on sections in which certain items should be listed. These comments were reviewed by the Personnel Committee on December 8, 2020, and the committee did not provide any recommendations.

The Board may want to consider changes to the review form. The Board should also consider using the services of an HR consultant (facilitator) to assist it in conducting the performance review this year. We have used Kim Silvers in the past, and she has been helpful.

**SJWD General Manager Performance Evaluation**  
**For 2020-21 Board Evaluation**  
**March 1, 2020 – February 28, 2021**

**Potential edits** – yellow highlights were carried over from Shauna Lorance's performance review form and may or may not continue to be necessary to call out specifically; green highlights denote items that may make more sense to be located in other sections

**Performance Descriptors**

<b>Excellent</b>	Performance is clearly outstanding; far exceeds standards or expectations on a continuous basis. Sets the standards as a leader in this area.
<b>Very Good</b>	Performance consistently meets or exceeds standards or expectations; attains all or nearly all of key deliverables.
<b>Good</b>	Performance is acceptable, generally meeting standards or expectations; Seldom exceeds or falls short of desired results; is developing within the position.
<b>Fair</b>	Performance is inconsistent; seldom exceeds and often falls short of desired results. Performance has declined significantly, or employee has not sustained adequate improvement, as required, since the last performance review.
<b>Poor</b>	Fails to meet most expectations or standards; performance is consistently below accepted levels.
<b>No Basis for Judgment</b>	Rater has not observed this skill or activity.

Board members will rate the General Manager's demonstration of the six key competencies below using the descriptors above. The rating is for the overall category/competency. Additional examples to support the rating are helpful.

**Section I. Key Competencies for General Manager**

**A. Enhances Board Relationship demonstrated by the following:**

- Provides to the Board meeting materials, briefing materials and other documents that are clear, concise and provide recommendations.
- Provides Board meeting materials and other pertinent information to Board members with adequate lead time to allow for review.
- Responds to Board requests in a thorough, effective and timely manner.
- Keeps the confidence of the Board.
- Works in cooperation with all Board members.
- Communicates openly and clearly with each of the Board Members. (combine with previous bullet?)

Overall rating for Enhances Board Relationship:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

**B. Executes Board Vision demonstrated by the following:**

- Implements the District's Strategic Plan.
- Promotes water supply reliability and effective use of the District's water resources through water transfers, conjunctive use, etc.
- Prepares updates of Board policies and District procedures on a bimonthly basis. (move to Section C, or delete, since it is an element of the strategic and operations plans?)
- Represents the District's interests in the Water Forum, and support Directors Rich and Costa in representing the District's interests in the Regional Water Authority and the Sacramento Groundwater Authority.
- Represents the District's interests on statewide water policy issues such as WaterFix, the Water Quality Control Plan, biological opinions, etc.

Overall rating for Executes Board Vision:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

**C. Effective and Efficient Management of Organization demonstrated by the following:**

- Manages District revenues and expenses to ensure fiscal sustainability and report the District's fiscal situation to the Board on a monthly basis.
- Identifies organizational problems and takes timely and remedial action.
- Acts with integrity in all matters.
- Selects and develops knowledgeable staff.
- Delegates authority appropriately.
- Carefully plans for change and communicates to staff to gain buy in.
- Continuously provides feedback, encouragement and leadership to staff.
- Provides organization succession planning opportunities.

Overall rating for Efficient and Effective Management of Organization:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

**D. Effective Communication Skills demonstrated by the following:**

- Listens well and demonstrates an openness to new ideas.
- Reports regularly on achievement of performance metrics.
- Represents the District's interests in ACWA and on its committees and workgroups, networks at conferences and advocates for ACWA to promote programs and policies that serve San Juan's interests. (move to Section B)?
- Exhibits collaborative approach in generating ideas and problem solving.
- Develops and maintains good working relationships.

Overall rating for Effective Communication Skills:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

#### **E. Professional competencies demonstrated by the following:**

- Understands and exhibits adherence to federal and state regulations to ensure District service level is in compliance.
- Per Board direction, manages the Ferguson Group federal relations contract to ensure that we receive timely notification of grant opportunities and federal legislation that may impact San Juan, and that they facilitate successful interactions with federal agencies. Meets with legislators and participates in meetings in Washington, D.C. such as the Sacramento Metro Chamber of Commerce's Cap-to-Cap, the ACWA D.C. Conference and targeted trips, to advocate for San Juan's interests.
- Maintains knowledge of current industry practices and future trends that may benefit or impact the District's operations.

Overall rating for Professional Competencies:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

#### **F. Excellent Customer Service demonstrated by the following: (merge with Section D?)**

- Delivers timely, courteous and responsible service to retail and wholesale customers. (merge with Section D?)
- Implements an effective outreach program, including communications with wholesale area customers, speaking before local community groups, etc. (merge with Section D?)

- Demonstrates a commitment to continuous improvement. (move to Section C?)

Overall rating for Excellent Customer Service:

Examples of specific behavior that support the rating:

Specific behaviors, training, or experience recommended to improve this rating:

### **Section III. Additional achievements**

*Note any specific achievements beyond the strategic plan initiatives (See also GM's self-evaluation)*

### **Section IV. Future Development needs for upcoming 12 months and long term**

*(See GM's self-appraisal for his input)*

### **Section V. Overall comments and rating**

## SJWD General Manager Performance Evaluation

For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

### Performance Descriptors

<b>Excellent</b>	Performance is clearly outstanding; far exceeds standards or expectations on a continuous basis. Sets the standards as a leader in this area.
<b>Very Good/Exceeds Standards</b>	Performance consistently meets or exceeds standards or expectations; attains all or nearly all of key deliverables.
<b>Good/Acceptable</b>	Performance is acceptable, generally meeting standards or expectations; Seldom exceeds or falls short of desired results; is developing within the position.
<b>Fair/Needs Improvement</b>	Performance is inconsistent; seldom exceeds and often falls short of desired results. Performance has declined significantly, or employee has not sustained adequate improvement, as required, since the last performance review.
<b>Poor</b>	Fails to meet most expectations or standards; performance is consistently below accepted levels.
<b>No Basis for Judgment</b>	Rater has not observed this skill or activity.

Board members will rate the General Manager's demonstration of the ~~six~~ key competencies set forth below using the descriptors above. The rating is for the overall category/competency in that category. Additional examples to support the rating are helpful.

### Section I. Key Competencies for General Manager

Enhances Board/Maintains a Productive Relationship with the Board, as demonstrated by the following:

- Implements the Board's identified policies and goals.
- Provides ~~to the Board~~ meeting materials, briefing materials and other documents that are clear, concise and provide recommendations.
- Provides ~~Board~~ meeting materials and other pertinent information to Board members with adequate lead time to allow for review.
- Responds to Board requests in a thorough, effective and timely manner.
- Keeps the confidence of the Board.
- Works in cooperation with~~Maintain professional working relationships with~~ all Board members.
- Communicates openly, and clearly and truthfully with ~~each of all the~~ Board Members.
- Promotes transparency and ensures that matters of Board business are discussed in public meetings.

Overall rating for Enhances Board-Relationship with Board:

1	2	3	4	5
<u>Poor/Unsatisfactory</u>	<u>Needs Improvement</u>	<u>Acceptable</u>	<u>Exceeds Standards</u>	<u>Excellent</u>

Examples of specific behavior that support the rating:

## SJWD General Manager Performance Evaluation

For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

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### Executes Board Directions and Vision demonstrated by the following by:

- Complying with Board's votes on matters of Board business.
- Carrying out directives received from the Board.
- Implementing the District's Strategic Plan.
- Promotes water supply reliability and effective use of the District's water resources through water transfers, conjunctive use, etc.
- Prepares updates of Board policies and District procedures on a bimonthly basis.
- Represents the District's interests in the Water Forum, and, in conjunction with Director Tobin, represents the District's interests in the Regional Water Authority.
- Represents the District's interests on statewide water policy issues such as WaterFix, the Water Quality Control Plan, biological opinions, etc.

### Overall rating for Executes Board Directions and Vision:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Poor/Unsatisfactory</u>	<u>Needs Improvement</u>	<u>Acceptable</u>	<u>Exceeds Standards</u>	<u>Excellent</u>

### Examples of specific behavior that support the rating:

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### Maintains a Professional and Cooperative Relationship with Wholesale Water Agencies and Other Regional Water Officials and Agencies by:

- Maintaining the District's reputation as a honest broker that seeks to advance the interests of the region.
- Develops and maintains good working relationships.
- Establishing professional relationships with the staff and directors of the Wholesale Customer Agencies and working cooperatively on projects of mutual benefit.
- Representing the District's interests in regional collaboration by participating in the Water Forum in a supportive manner.

## SJWD General Manager Performance Evaluation

### For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

- Representing the District's interests in regional collaboration by supporting the Regional Water Authority and its efforts to integrate the local water community.
- Representing the District's interests by supporting neighboring groundwater agencies and their efforts to comply with SGMA and cooperate through the Sacramento Groundwater Authority.
- Representing the District's interests on statewide water policy issues such as WaterFix, the Water Quality Control Plan, biological opinions, etc., consistent with directives adopted by the Board.
- Work with regional partners to ~~Per Board direction, manages the Ferguson Group federal relations contract to ensure that we the District receives timely notification of grant opportunities and federal legislation that may impact San Juan, and that they facilitate successful interactions with federal agencies.~~
- Advance legislative goals and maintain relationships with ~~Meets with legislators and participates in meetings in Washington, D.C. such as the Sacramento Metro Chamber of Commerce's Cap-to-Cap, the ACWA D.C. Conference and targeted trips, to advocate for San Juan's interests as directed by the Board.~~

Overall rating for **Maintains a Professional and Cooperative Relationship with Wholesale Water Agencies and Other Regional Water Officials and Agencies:**

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

Examples of specific behavior that support the rating:

**Effective and Efficient Management of Organization Financial and Material Resources demonstrated by the following:**

- Managing District revenues and expenses to ensure fiscal sustainability.
- Following sound accounting principles and ensures that District receives satisfactory outcomes on audits.
- Managing projects within budget.
- Striving to be fiscally responsible and not to incur unnecessary expenses.
- ~~and reporting~~ the District's fiscal situation to the Board on a monthly basis.
- ~~Identifies organizational problems and takes timely and remedial action.~~
- ~~Acts with integrity in all matters.~~
- ~~Selects and develops knowledgeable staff.~~
- ~~Delegates authority appropriately.~~
- ~~Carefully plans for change and communicates to staff to gain buy in.~~

## SJWD General Manager Performance Evaluation

For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

- Continuously provides feedback, encouragement and leadership to staff.

Overall rating for Effective and Efficient Management of Financial and Material Resources:

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

Examples of specific behavior that support the rating:

### Human relations ~~s~~Skills and Relationships with District Staff and Consultants

- Identifies organizational problems and takes timely and remedial action.
- Develops and maintains good working relationships with staff.
- Acts with integrity in all matters, and maintains a reputation for being trustworthy and fair.
- Selects and develops knowledgeable staff.
- Delegates authority and supervises staff appropriately.
- Carefully plans for change and communicates to staff to gain buy in.
- Continuously provides feedback, encouragement and leadership to staff.

Overall rating for Human Relations Skills and Relationships with District Staff and Consultants:

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

Examples of specific behavior that support the rating:

### Effective Communication Skills ~~and Relationship with Customers and the Public, as~~ demonstrated by the following:

- Listens well and demonstrates an openness to new ideas.
- Reports regularly on achievement of performance metrics.
- Represents the District's interests in ACWA and on its committees and workgroups, networks at conferences and advocates for ACWA to promote programs and policies that serve San Juan's interests.
- Exhibits collaborative approach in generating ideas and problem solving.
- Delivers timely, courteous and responsible service to retail and wholesale customers.

## SJWD General Manager Performance Evaluation

### For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

- Implements an effective outreach program, including communications with wholesale area customers, speaking before local community groups, etc.
- Demonstrates a commitment to continuous improvement.
- Develops and maintains good working relationships.

Overall rating for Effective Communication Skills and Relationship with the Public, and Promotion of Excellent Customer Service:

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

Examples of specific behavior that support the rating:

**Professional eCompetencies as demonstrated by the following:**

- Progress towards meeting Board's identified goals and objectives.
- Works effectively with the Board President to carry out the Board's directives.
- Together with District counsel, works to ensure the District complies with all applicable laws.
- Understands and exhibits adherence to federal and state regulations to ensure District service level is in compliance.
- Per Board direction, manages the Ferguson Group federal relations contract to ensure that we receive timely notification of grant opportunities and federal legislation that may impact San Juan, and that they facilitate successful interactions with federal agencies. Meets with legislators and participates in meetings in Washington, D.C. such as the Sacramento Metro Chamber of Commerce's Cap to Cap, the ACWA D.C. Conference and targeted trips, to advocate for San Juan's interests.
- Maintains knowledge of current industry practices and future trends that may benefit or impact the District's operations.

Overall rating for Professional Competencies:

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

Examples of specific behavior that support the rating:

**Excellent Customer Service demonstrated by the following:**

## SJWD General Manager Performance Evaluation

For 2021 Board Evaluation

March 1, 2020 – February 28, 2021

- ~~Delivers timely, courteous and responsible service to retail and wholesale customers.~~
- ~~Implements an effective outreach program, including communications with wholesale area customers, speaking before local community groups, etc.~~
- ~~Demonstrates a commitment to continuous improvement.~~

### **Section III. Additional achievements or Areas Where Improvement Is Needed:**

*Note any specific achievements beyond the strategic plan initiatives, or areas where the GM needs to improve. (See also GM's self-evaluation)*

### **Section IV. Future Development needsGoals for District and for GM for upcoming 12 months and long-term**

#### District

1.

2.

3.

#### GM

1.

2.

3.

### **Section V. Overall comments and rating**

1	2	3	4	5
Poor/Unsatisfactory	Needs Improvement	Acceptable	Exceeds Standards	Excellent

# AGENDA ITEM V-2

## STAFF REPORT

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To: Board of Directors  
From: Paul Helliker, General Manager  
Date: February 24, 2021  
Subject: RWA/SGA Subscription Program Agreement – Water Bank Phase 2

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### **RECOMMENDED ACTION**

Approve subscription program agreement

### **BACKGROUND**

San Juan participated in Phase 1 of the RWA/SGA Water Bank project via a subscription program agreement. Our contribution to that program totaled \$30,000 (out of \$500,000 for the program), and the work primarily focused on updating and expanding the hydrogeological model of the Cosumnes, South American and North American groundwater basins.

Phase 2 of the program will include temperature modeling of any potential impacts of banking operations on the American River, as well as any CEQA and NEPA documentation necessary to allow the Bureau of Reclamation to “federally acknowledge” the groundwater bank. This phase will also include developing contract templates for banking partnerships.

Phase 2 is expected to be conducted during 2021 and 2022. San Juan’s portion of the projected costs of Phase 2 is defined as not to exceed \$60,000. The draft agreement is provided as an attachment to this report.

**REGIONAL WATER AUTHORITY  
PROGRAM AGREEMENT**

**SACRAMENTO REGIONAL WATER BANK, PHASE 2**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a Project or Program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

**RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, and as was amended on October 8, 2013, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a Project or Program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Program or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities,

obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. There is nothing in the RWA JPA or RWA policies that would prevent the participation of unaffiliated entities in projects conducted by RWA and its Members and Contracting Entities under a Project or Program Agreement, subject to approval of all participating Members and Contracting Entities and the unaffiliated entity’s execution of the Program Agreement.

F. RWA and the Participants desire to carry out a Program and share in the costs and benefits of the Program, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

**1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

**2. Defined Terms.** Terms defined in the RWA JPA will have the same meaning in this Agreement.

**3. Description of the Program.** The program (“Program”) that RWA and the Participants desire to carry out is the completion of the final phase of activities required to establish the Sacramento Regional Water Bank (“Water Bank”). The Water Bank will be a sustainable groundwater storage and recovery program intended to increase conjunctive use capacity and operations in the region to improve the long-term reliability of water supplies. The Water Bank will include an accounting system of storage and recovery with a monitoring program to ensure long-term groundwater basin sustainability and consistency with the Sustainable Groundwater Management Act. This final phase of work will be focused on final feasibility determinations, including environmental analysis, needed to achieve Federal recognition of the Water Bank. A general scope of work for Phase 2 is attached hereto as Exhibit 2 (“Program Description”).

**4. Program Committee.** The Participants hereby form a Program Committee consisting of one representative (and alternates) designated by each Participant. The Program Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the total members of the Program Committee will constitute a quorum. To proceed with a vote to take action, a quorum must be present at a meeting, with a majority of the number present required for an affirmative vote. Each member of the Program Committee will have one vote, either by its representative or an alternate. When a vote to take action will occur, notice of at least seven days shall be provided to all Program Committee members to provide reasonable opportunity to participate in the consideration of the action item.

**5. Sharing in Program Costs and Benefits.** The total estimated cost to complete the Water Bank, Phase 2 Program is estimated at \$1,200,000. The assessments and not-to exceed budgets for each Participant are further described and attached hereto as Exhibit 3 (“Financing

Plan”). Each of the Participants will make one or more payments to RWA for completion of the Program. Participants shall have full access to the work products of the Program.

At the conclusion of the Program, the Program Committee will take action on the disposition of any remaining funds. If the Program Committee elects to return the surplus funds to the Participants, RWA will pay back such funds to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Program will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and Contracting Entities who have not executed this Agreement.

**6. Role of RWA.** The RWA will (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Program are not adversely affected in performing this Agreement; (b) provide information to the Participants on the status of implementation of the Program; (c) assist the Program Committee in carrying out its activities under this Agreement; d) secure consultant support services through a competitive selection process as identified in RWA Policy 300.2, where applicable; and e) manage consultant support services in completion of the Program.

**7. Authorization to Proceed with the Program.** The Program is authorized to proceed upon the commitment of \$500,000 from Program Participants to fund initial Program costs. Upon execution of this Agreement, the Participants agree to fund their portion of the Program costs in an amount and manner as described in Exhibit 3 (“Financing Plan”) to this Agreement.

**8. Term.** This Agreement will remain in effect for so long as any obligations under this Agreement and/or obligations from other sources of funding secured for completing the Program remain outstanding.

**9. Withdrawal.** A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days’ notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal. If any surplus funds remain after the withdrawing Participant has met all of its financial obligations under this Agreement, then such funds will be returned to the withdrawing Participant in proportion to the total contribution made by each Participant.

**10. Amendments.** This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

**11. Privileges and Immunities.** All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of RWA or the Participants when performing their respective functions for those agencies will, to the extent

permitted by law, apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. It is further understood and agreed by RWA and the Participants that, notwithstanding anything contained herein, the employees of RWA and of each Participant shall continue to be entirely and exclusively under the direction, supervision and control of the employing party.

**12. No Third Party Beneficiary.** RWA and the Participants understand and agree that this Agreement creates rights and obligations solely between RWA and the Participants and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

**13. Liabilities.** With respect to this Agreement, RWA and the Participants expressly agree that the debts, liabilities and obligations of RWA and of each Participant shall remain the debts, liabilities and obligations of that party alone and shall not be the debts, liabilities and obligations of any other party to this Agreement, except as may be otherwise set forth herein or in an amendment to this Agreement.

**14. Audits and Accounting.** All funds provided under this Agreement shall be separately accounted for and maintained, with books and records of such funding open to inspection by the Participants. Funding under this Agreement shall be subject to and consistent with the audit and accounting procedures set forth in Articles 27 and 28 of the RWA JPA.

**15. General Provisions.** Any notice to be given under this Agreement shall be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by reputable overnight courier service; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. The contact information for each Participant with respect to this section of the Agreement is set forth in Exhibit 4 (“Notice Information”). This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

**16. Signatories’ Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Participant on whose behalf they execute it.

The foregoing Sacramento Regional Water Bank, Phase 2 Program Agreement is hereby agreed to by RWA and the Participants.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_, 2021

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Signature

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Signature

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Name

---

Name

Regional Water Authority

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Agency

**List of Agreement Exhibits**

- Exhibit 1 – Program Participants
- Exhibit 2 – Program Description
- Exhibit 3 – Financing Plan
- Exhibit 4 – Notice Information

## **EXHIBIT 1**

### **PROGRAM PARTICIPANTS**

#### **REGIONAL WATER AUTHORITY**

#### **SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM**

##### **Proposed Participating Agencies**

California American Water  
Carmichael Water District  
Citrus Heights Water District  
City of Folsom  
City of Lincoln  
City of Roseville  
City of Sacramento  
El Dorado County Water Agency  
El Dorado Irrigation District  
Elk Grove Water District  
Fair Oaks Water District  
Golden State Water Company  
Placer County  
Placer County Water Agency  
Sacramento Area Flood Control Agency  
Sacramento County Water Agency  
Sacramento Regional County Sanitation District  
Sacramento Suburban Water District  
San Juan Water District

## **EXHIBIT 2**

### **PROGRAM DESCRIPTION**

#### **REGIONAL WATER AUTHORITY**

#### **SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM**

The Sacramento Regional Water Bank Program Phase 2 scope of work and budget is described below in four primary tasks.

#### **SCOPE OF WORK**

The following tasks describe the overall work activities expected for the Sacramento Regional Water Bank (“Water Bank”) Program, Phase 2. More detailed scopes of work and deliverables would be specified upon the issuance of task orders to authorize the work.

#### **Work Category 1: Technical Activities**

To reach an operational, federally-recognized Water Bank, the following technical activities were identified:

- Develop CalSim 3 Application – Water operations data for the American River basin, the Sacramento River basin, the Delta, and the CVP and SWP delivery areas are needed to support analysis of water supply, and to provide reservoir storages and river flows required for temperature and ecosystem analysis. CalSim 3 was selected to support this analysis. This task is being funded through the U.S. Bureau of Reclamation’s Water Management Options Pilot Program, so it is not part of the Phase 2 budget and fees.
- Confirm Operational Assumptions – The August 2018 survey elicited initial interest of local agencies in participating in the Water Bank. No red flags were identified at that time, and survey participants were open to all considerations. This action will reaffirm local agencies' level of participation in Water Bank operations.
- Temperature Modeling – River temperatures are an important driving factor for fish health in the American River basin and the Sacramento River. Any changes in reservoir storage and releases, and river flows associated with a Water Bank require evaluation.
- Stream Depletion Factor – To quantify the water available for transfers, a stream depletion factor must be developed. A stream depletion factor is the reduction in streamflow during balanced Delta conditions resulting from pumping groundwater to make surface water available for transfer.
- Water Accounting Framework – This framework will establish a set of policies and procedures to encourage and support conjunctive use operations to facilitate the long-term sustainability of the underlying groundwater basin as a source of public water

supply. This will be developed in coordination with local Groundwater Sustainability Agencies to ensure consistency with applicable Groundwater Sustainability Plans.

- Monitoring/Mitigation Plans – This activity will develop generic components that can be used to support annual transfers and long-term water banking operations.

## **Work Category 2: Environmental Activities**

The following are activities to support state, federal, and local environmental requirements. It includes regional and statewide impact analyses using CalSim 3 and regional models.

- CEQA/NEPA Scoping – Scoping will provide an opportunity to develop the project definition and assumptions. Based on the outcomes of this scoping, the degree of environmental review needed will be confirmed.
- CEQA/NEPA Documents – This activity includes preparation of environmental documentation and associated impact analyses. It currently assumes that only an Environmental Assessment will be needed for the Program. Costs may be higher if an Environmental Impact Statement/Report is required.

## **Work Category 3: Institutional Activities**

The following activities will establish governance and create contracting templates for water banking operations.

- Governance – This activity will determine and establish a formal governance structure for Water Bank operations and management, assuming an RWA-managed program. It will establish tools to support the governance structure, and roles and responsibilities. It will also address policy-related issues such as potential fees from transfers and environmental commitments.
- Legal Support – This activity will include development and review of contracts that are needed for operation of the Water Bank:
  - Long-term water storage and recovery agreements for a federally-recognized Water Bank.
  - Buy/Sell agreements for annual groundwater substitution transfers.
  - Conveyance agreements for annual groundwater substitution transfers.

## **Work Category 4: Miscellaneous Activities**

In addition to the above activities, three more activities were identified which focus on collaboration and engagement efforts related to the Water Bank.

- Outreach/Engagement – This will include some additional outreach materials but will focus on local stakeholder engagement and potentially external partners, if needed.
- Committee Support – A Water Bank committee has been formed that consists of local water purveyors that may participate in the future Water Bank. This activity will provide support for up to 8 committee meetings a year.
- Reclamation Participation – This activity will provide funding to reimburse Reclamation for the costs of its staff providing guidance on Water Bank criteria and environmental compliance.

**Estimated Budget by Work Category**

Work Category 1: Technical Activities	\$450,000
Work Category 2: Environmental Activities	\$450,000
Work Category 3: Institutional Activities	\$100,000
Work Category 4: Miscellaneous Activities	\$200,000
<b>Not-to-Exceed Total</b>	<b>\$1,200,000</b>

## **EXHIBIT 3**

### **FINANCING PLAN**

#### **REGIONAL WATER AUTHORITY**

#### **SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM**

In developing the proposed fees for each agency, factors such as agency size, past participation in a groundwater substitution transfer, and the likelihood and level of participation in the Water Bank in the future were considered. A not-to-exceed fee was established to account for the possibility that other sources of funding may become available during the course of the Phase 2 Program. Fees will be collected over two years as shown below, unless an agency requests to pay its not-to-exceed fee at the outset of the program.

**Proposed Not-to-Exceed Fee Table**

	<b>2021</b>	<b>2022</b>	<b>Total</b>
California American Water	\$ 22,500	\$ 32,500	\$ 55,000
Carmichael Water District	\$ 17,500	\$ 32,500	\$ 50,000
Citrus Heights Water District	\$ 25,000	\$ 35,000	\$ 60,000
City of Folsom	\$ 17,500	\$ 22,500	\$ 40,000
City of Lincoln	\$ 10,000	\$ 15,000	\$ 25,000
City of Roseville	\$ 22,500	\$ 32,500	\$ 55,000
City of Sacramento	\$ 87,500	\$102,500	\$ 190,000
El Dorado Water Agency	\$ 2,500	\$ 12,500	\$ 15,000
El Dorado Irrigation District	\$ 10,000	\$ 15,000	\$ 25,000
Elk Grove Water District	\$ 10,000	\$ 15,000	\$ 25,000
Fair Oaks Water District	\$ 25,000	\$ 35,000	\$ 60,000
Golden State Water Company	\$ 50,000	\$ 70,000	\$ 120,000
Placer County	\$ 2,500	\$ 7,500	\$ 10,000
Placer County Water Agency	\$ 17,500	\$ 22,500	\$ 40,000
Sacramento County Water Agency	\$ 50,000	\$ 70,000	\$ 120,000
Sacramento Regional County Sanitation District	\$ 22,500	\$ 32,500	\$ 55,000
Sacramento Suburban Water District	\$ 60,000	\$ 80,000	\$ 140,000
Sacramento Area Flood Control Agency	\$ 22,500	\$ 32,500	\$ 55,000
San Juan Water District	\$ 25,000	\$ 35,000	\$ 60,000

**EXHIBIT 4**  
**NOTICE INFORMATION**

**REGIONAL WATER AUTHORITY**

**SACRAMENTO REGIONAL WATER BANK, PHASE 2 PROGRAM**

California American Water  
Attn: S. Audie Foster  
4701 Beloit Drive  
Sacramento, CA 95838  
Phone: (916) 568-4259  
Email: audie.foster@amwater.com

City of Lincoln  
Attn: Jennifer Hanson  
600 6<sup>th</sup> Street  
Lincoln, CA 95648  
Phone: (916) 434-2449  
Email: Jennifer.Hanson@lincolnca.gov

Carmichael Water District  
Attn: Cathy Lee  
7837 Fair Oaks Blvd  
Carmichael, CA 95608  
Phone: (916) 483-2452  
Fax: (916) 483-5509  
Email: cathy@carmichaelwd.org

City of Roseville  
Attn: Sean Bigley  
2005 Hilltop Circle  
Roseville, CA 95747  
Phone: (916) 774-5513  
Email: SBigley@roseville.ca.us

Citrus Heights Water District  
Attn: Hilary Straus  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Phone: (916) 725-6873  
Fax: (916) 725-0345  
Email: hstraus@chwd.org

City of Sacramento  
Attn: Brett Ewart  
1395 35th Avenue  
Sacramento, CA 95822  
Phone: (916) 808-1725  
Email: bewart@cityofsacramento.org

City of Folsom  
Attn: Marcus Yasutake  
50 Natoma Street  
Folsom, CA 95630  
Phone: (916) 461-6161  
Fax: (916) 351-8912  
Email: myasutake@folsom.ca.us

El Dorado County Water Agency  
Attn: Ken Payne  
4330 Golden Center Drive, Suite C  
Placerville, CA 95667  
Phone: (530) 621-5403  
Fax: (530) 672-6721  
Email: ken.payne@edcgov.us

El Dorado Irrigation District  
Attn: Brian Mueller  
2890 Mosquito Road  
Placerville, CA 95667  
Phone: (530) 642-4029  
Fax: (530) 642-4329  
Email: bmueller@eid.org

Elk Grove Water District  
Attn: Bruce Kamilos  
9257 Elk Grove Blvd.  
Elk Grove, CA. 95624  
Phone: (916) 685-3556  
Fax: (916) 685-5376  
Email: bkamilos@egwd.org

Fair Oaks Water District  
Attn: Tom Gray  
10326 Fair Oaks Blvd  
Fair Oaks, CA 95628  
Phone: (916) 967-5723  
Fax: (916) 967-0153  
Email: tgray@fowd.com

Golden State Water Company  
Attn: Paul Schubert  
3005 Gold Canal Drive  
Rancho Cordova, CA 95670  
Phone: (916) 853-3636  
Fax: (916) 852-6608  
Email: pschubert@gswater.com

Placer County  
Attn: Brett Storey  
3091 County Center Drive, Ste 140  
Auburn, CA 95603  
Phone: (530) 745-3011  
Fax: (530) 745-3080  
Email: bstorey@placer.ca.gov

Placer County Water Agency  
Attn: Tony Firenzi  
144 Ferguson Road  
Auburn, CA 95603  
Phone: (530) 823-4965  
Email: tfirenzi@pcwa.net

Sacramento Area Flood Control Agency  
Attn: Gary Bardini  
1007 7th Street, 7th Floor  
Sacramento, CA 95814  
Phone: (916) 874-7606  
Email: bardinig@saccounty.net

Sacramento County Water Agency  
Attn: Kerry Schmitz  
827 7th Street, Room 301  
Sacramento, CA 95814  
Phone: (916) 874-4681  
Fax: (916) 874-8693  
Email: schmitzk@SacCounty.NET

Sacramento Regional County Sanitation  
District  
Attn: Jose Ramirez  
10060 Goethe Road  
Sacramento, CA 95827  
Phone: (916) 876-6059  
Email: ramirezj@sacsewer.com

Sacramento Suburban Water District  
Attn: Dan York  
3701 Marconi #100  
Sacramento, CA 95821  
Phone: (916) 679-3973  
Fax: 916-972-7639  
Email: dyork@sswd.org

San Juan Water District  
Attn: Greg Zlotnick  
P.O. Box 2157  
Granite Bay, CA 95746  
Phone: (916) 791-6933  
Fax: (916) 791-6983  
Email: [gzlotnick@sjwd.org](mailto:gzlotnick@sjwd.org)

Regional Water Authority  
Attn: Rob Swartz  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA 95610  
Phone: (916) 967-7692  
Fax: (916) 967-7322  
Email: [rswartz@rwah2o.org](mailto:rswartz@rwah2o.org)

# AGENDA ITEM V-4

## DRAFT STAFF REPORT

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**To:** Board of Directors  
**From:** Greg Zlotnick, Water Resources Manager  
**Date:** February 24, 2021  
**Subject:** Proposed Agreement Between San Juan Water District and Sacramento Suburban Water District to Provide Surface Water Supplies to Enhance Groundwater Stabilization

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### RECOMMENDED ACTION

(1) Adopt Notice of Exemption [CEQA]; (2) make a formal finding concurring with staff's analysis, that the proposed transfer is of water surplus to the needs of the Wholesale Customer Agencies in accordance with their Wholesale Water Supply Agreements; and, (3) Authorize the General Manager to sign the Proposed Agreement Between San Juan Water District and Sacramento Suburban Water District to Provide Surface Water Supplies to Enhance Groundwater Stabilization

### BACKGROUND

To optimize the utilization of San Juan Water District's (District) surface water supplies; generate revenue for the District's wholesale enterprise; increase regional conjunctive use; enhance groundwater stabilization in Sacramento Suburban Water District's (SSWD) northern service area; and, contribute toward a favorable baseline for future District/SSWD groundwater substitution transfer opportunities, the District and SSWD seek to enter into an agreement whereby the District will sell up to 6,000 acre-feet (AF) of surface water (with a minimum target of 4,000 AF) to SSWD between March 1, 2020 and February 28, 2022.

The proposed agreement incorporates the same terms as the agreement approved last year for the pilot agreement, with adjustment to current rates.

We have also informed the Wholesale Customer Agencies, in accordance with the Wholesale Contract, that we are undertaking this transfer and have determined as much as 6,000 AF of transfer water is available as surplus to WCA demands, even if assuming a 10% increase over last year.

If 4,000 AF of water is transferred to SSWD, the District will receive over \$880,000 in payments as compensation for treatment of that water. The charge per AF for treatment is the same as the District charges SSWD for treating Placer County Water Agency (PCWA) water it receives in years, which is not expected in the

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current year, when the unimpaired inflow to Folsom Reservoir is 1.6 million AF or more.

The price SSWD is paying the District for the surface water supplies provided (exclusive of treatment) is significantly less than the rate it pays PCWA for water in years when it can access it, however, it also reflects a net revenue amount of approximately \$12.96/AF for the District, which should result in net revenue to the District's wholesale enterprise of up to \$51,840. In the event that the District either does not deliver the full 4,000 AF or has to adjust its operations to meet that "up to" amount, net revenue may be reduced somewhat.

In prior years the District's overall demand levels have resulted in the use of water right water in the District's Placer County retail service area since it is less expensive to do so than using the PCWA water, even though "take-or-pay" water is paid for but unused. Because the Bureau of Reclamation's (Reclamation) wheeling charge for that unused water is not paid on water right water, it is cheaper for the District to use it and leave a portion of its PCWA entitlement water "on the table" unused.

Notably, another benefit of the proposed transfer is that it rectifies this situation because the District will use much more (potentially all) of its "take-or-pay" water to meet demands in its Placer County service area, which will eliminate PCWA entitlement water being left "on the table". Consequently, the transfer to SSWD will eliminate what could be as much as \$138,000+ in otherwise "sunk" costs for San Juan wholesale that would be potentially attributable to paying for unused PCWA "take-or-pay" water.

In total, then, it is expected that this agreement to transfer up to 6,000 AF (with a minimum target of 4,000 AF) will result in over \$1,000,000 in positive revenue impact to the District's wholesale enterprise; including eliminating at least an estimated \$138,000+ in sunk costs and generating at least an estimated \$50,000 in net revenue.

## **CEQA**

Adopting and implementing this agreement is exempt from the California Environmental Quality Act (CEQA) because it does not involve the construction of any new facilities or modification or expansion of capacity of existing facilities, and involves water supplies that have historically been consumptively used by the District prior to undertaking conservation actions. Therefore, it can be seen with certainty that the project will not have a significant effect on the environment.

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Sacramento  
600 8th Street  
Sacramento, CA 95814

**To:** County Clerk  
County of Placer  
2954 Richardson Drive  
Auburn, CA 95603

**From:** San Juan Water District  
9935 Auburn Folsom Road  
Granite Bay, CA 95746

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**Project Title:** Sale of conserved water to Sacramento Suburban Water District

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**Project Location:** San Juan Water District facilities in Sacramento and Placer Counties will be used to receive, treat and convey water to Sacramento Suburban Water District in Sacramento County. See attached map.

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**Description of Nature, Purpose and Beneficiaries of Project:** San Juan Water District (San Juan) will sell up to 6,000 AF of water to Sacramento Suburban Water District (SSWD), which San Juan has previously conserved through various conservation efforts, including primarily the improved water use efficiency of its customers. The project does not involve the construction of any new facilities or the modification or expansion of capacity of existing facilities. San Juan will benefit from the project as a result of being better able to utilize the surface water supplies it has available to it for public benefit, as well as receiving revenue that will improve its wholesale enterprise's financial position. SSWD will benefit from the receipt of surface water to improve the conjunctive management and health of its north groundwater basin.

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**Name of Public Agency Approving Project:** San Juan Water District

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**Name of Person or Agency Carrying Out Project:** San Juan Water District

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**Exempt Status: (Check One)**

- Ministerial  
 Declared Emergency (Sec. 15071(a))  
 Emergency Project (Sec. 15071(a) and (c))  
 Statutory Exemption: Class 1 Exemption, CEQA Guidelines section 15301  
 Other: Common Sense Exception, CEQA Guidelines section 15061(b)(3)

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**Reasons why project is exempt:**

This project does not involve the construction of any new facilities or modification or expansion of capacity of existing facilities, and involves water supplies that have historically been consumptively used by San Juan prior to conservation. It therefore can be seen with certainty that the project will not have a significant effect on the environment.

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**Contact Person**

Paul Helliker, General Manager

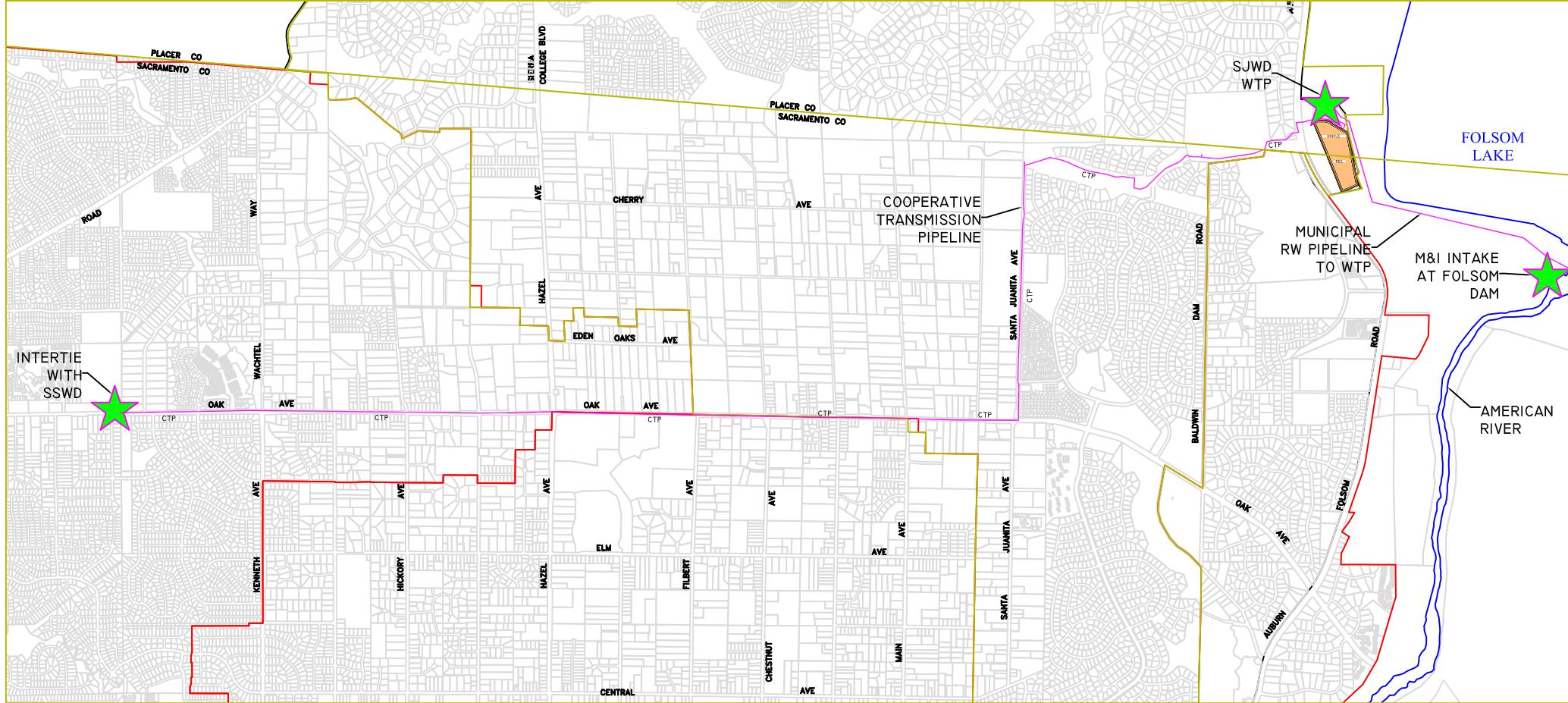
**Area Code/Telephone/Extension**

(916) 791-0115

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**Date Received by Clerk for Filing**

Paul Helliker, General Manager



**AGREEMENT BETWEEN SAN JUAN WATER DISTRICT  
AND SACRAMENTO SUBURBAN WATER DISTRICT  
TO PROVIDE SURFACE WATER SUPPLIES  
TO ENHANCE GROUNDWATER STABILIZATION**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between San Juan Water District (“San Juan”), a public entity, and Sacramento Suburban Water District, a public entity (“SSWD”) (together, the “Parties”), to govern SSWD’s purchase of up to 6,000 acre-feet of San Juan surface water supplies (with a minimum target of 4,000 acre-feet), surplus to the needs of San Juan’s Wholesale Customer Agencies (“WCAs”), from March, 2021 through February, 2022.

**RECITALS**

- A.** San Juan owns and operates facilities for (a) diversion of water from Folsom Reservoir, (b) treatment of water to meet health and safety standards for potable use, and (c) conveyance and delivery of treated water to its customers. San Juan's customers include: (a) its own retail water service customers in Placer and Sacramento Counties; and, (b) its WCAs, namely, the City of Folsom (Ashland area), Citrus Heights Water District, Fair Oaks Water District, and Orange Vale Water Company, in Sacramento County.
- B.** San Juan's surface water supplies include Pre-1914 and Post-1914 water rights, a contract entitlement to water supplied by Placer County Water Agency (PCWA) for diversion from Folsom Reservoir, and a Central Valley Project Repayment Water Service Contract.
- C.** San Juan and the U.S. Bureau of Reclamation (“Reclamation”) entered into a Warren Act contract on \_\_\_\_\_, 2021 providing for payment to Reclamation for delivery of San Juan’s PCWA water entitlement supplies to San Juan via Reclamation facilities at Folsom Reservoir.

**D.** SSWD is a public agency located in northern Sacramento County, authorized to acquire water entitlements to provide water service within its service area. SSWD currently provides water for potable use within its service area primarily from groundwater pumped from its South and North Service Areas, overlying separate groundwater sub-basins, which SSWD conjunctively manages to ensure water supply reliability and groundwater sustainability.

**E.** On September 20, 2017, San Juan and SSWD entered into an **AMENDED AND RESTATED AGREEMENT BETWEEN SAN JUAN WATER DISTRICT AND SACRAMENTO SUBURBAN WATER DISTRICT CONCERNING DIVERSION, TREATMENT AND CONVEYANCE OF WATER**. That 2017 Agreement will govern the measurement, treatment and conveyance (via the Cooperative Transmission Pipeline (CTP) owned by San Juan and in which SSWD owns a portion of the capacity), and payment by SSWD to San Juan for treatment and conveyance, of the water San Juan will provide to SSWD pursuant to this Agreement.

**F.** All of SSWD's payments for the water provided by San Juan to SSWD pursuant to this Agreement will be made by SSWD to San Juan under the same schedule as that paid for treatment and conveyance in accordance with the 2017 Agreement identified in Recital E above.

**G.** SSWD has installed a pipeline to convey treated surface water from the terminus of the CTP to its North Service Area to enable SSWD to better conjunctively manage, conserve and utilize its groundwater resources.

**H.** San Juan has determined, subject to the terms and conditions set forth in this Agreement, it will be able to deliver up to 6,000 acre-feet of its water right water, surplus to the needs of its WCAs, to SSWD for the purpose of enhancing conjunctive management of the groundwater basin underlying its North Service Area, during the period of March 1, 2021 through February 28, 2022, as provided for in this Agreement.

**I.** San Juan is willing to deliver to SSWD, and SSWD is willing to pay San Juan for, water delivered by San Juan under the terms and conditions set forth in this Agreement.

**J.** San Juan has made a formal determination that the approval of this Agreement, and implementation of the activities to be undertaken as a result, are categorically exempt from environmental documentation requirements of the California Environmental Quality Act.

Now, therefore, in consideration of the mutual covenants contained, herein, the parties agree as follows:

**1. Recitals Incorporated.** The foregoing recitals are incorporated by reference.

**2. Term of Agreement.** This Agreement shall be effective as of March 1, 2021, and shall remain in effect through February 28, 2022, unless terminated earlier under the provisions of this Agreement.

**3. Limitation on Location of Use.** SSWD may only distribute the water purchased from San Juan pursuant to this Agreement to retail customers within its authorized service area, and under no circumstance may SSWD deliver or sell this water outside of its authorized service area.

**4. Water Shortage Provisions.**

**(a)** Deliveries to SSWD shall be subject to temporary reduction or elimination should San Juan notify SSWD that San Juan has determined that it must take such action to ensure the availability of sufficient water supplies to meet the needs of its WCAs. Such notification shall be provided at the earliest date feasible.

- (b) San Juan may temporarily discontinue or reduce the amount of water delivered to SSWD for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for the storage or furnishing of water to SSWD. In so far as it is feasible, San Juan will give SSWD due notice in advance of such temporary discontinuances or reductions except in cases of emergency, in which case notice will be provided at the earliest date feasible. In the event of any such discontinuance or reduction, San Juan will, upon the resumption of service, attempt, in coordination with SSWD, to deliver the quantity of water to SSWD that would have been furnished to SSWD in the absence of such event.
- (c) In the event of a water shortage as described in subparagraphs (a) or (b) of this article, SSWD shall be solely responsible for supplying water to meet its customers' needs, and no liability shall accrue against San Juan or any of its directors, officers, agents or employees for any damage, direct or indirect, arising from such shortages.

## **5. Schedule, Rate and Payment for Water.**

- (a) SSWD shall pay San Juan for each acre-foot of water treated and conveyed to SSWD the charges set forth in the 2017 Agreement for such treatment and conveyance with San Juan, identified in Recital E above, and on the same schedule as contained therein. Appendix A attached to this Agreement lists that rate.
- (b) SSWD shall also pay San Juan for each acre-foot of water treated and conveyed to SSWD the equivalent of the following: the acre-foot price PCWA charges San Juan for water made available to San Juan in Folsom Reservoir for use within Placer County pursuant to the agreement between San Juan and PCWA identified in Recital B above, plus one-half of the difference between that price and the price SJWD pays PCWA for water made available in Folsom Reservoir for use within Sacramento County pursuant to that same agreement. Appendix A lists that rate equivalent.

(i) Should San Juan be required to deliver any portion of its PCWA entitlement to its retail or wholesale customers in Sacramento County to maintain deliveries to SSWD without triggering the shortage provisions set forth in Article 4 above, SSWD shall pay San Juan for each acre-foot of water treated and conveyed to SSWD the equivalent of the charge San Juan pays PCWA for that water made available in Folsom Reservoir for use within Sacramento County pursuant to the agreement between San Juan and PCWA identified in Recital B above. Appendix A lists that rate equivalent.

(ii) San Juan shall inform SSWD as soon as feasible if the Article 5(b)(i) rate equivalent will be applied to any deliveries and in what quantity, and SSWD may choose to direct San Juan to halt deliveries – at which direction SJWD will halt deliveries as soon as practicable. SSWD will compensate SJWD for water actually delivered prior to any delivery stoppage.

(c) In addition, SSWD shall pay San Juan for each acre-foot of water treated and conveyed to SSWD the equivalent of the charge San Juan pays Reclamation pursuant to the Warren Act contract identified in Article C in the recitals above. Appendix A lists that rate equivalent.

(d) Charges to SSWD described in Articles 5(a) and 5(b) above will change in January of 2022. SSWD acknowledges such rate adjustments will be made and agrees to pay those new charges in accordance with this Agreement.

(e) SSWD and SJWD have agreed to the following initial estimated proposed monthly delivery schedule. This schedule may be modified by concurrence of the Parties without amendment to this Agreement, with the only limitation being that the total deliveries to SSWD pursuant to and during the term of this Agreement will not exceed 6,000 acre-feet.

Initial estimated schedule (subject to change by mutual agreement of the parties).

<b>March</b>	500
<b>April</b>	500
<b>May</b>	500
<b>June</b>	500
<b>July</b>	500
<b>August</b>	500
<b>September</b>	500
<b>October</b>	500
<b>November</b>	
<b>December</b>	
<b>January</b>	
<b>February</b>	
<b>Total</b>	<b>4000</b>

**6. Responsibilities for Delivery and Distribution of Water.** Neither San Juan or its directors, officers, agents or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water furnished to SSWD hereunder outside of facilities then being operated or maintained by San Juan, nor for claims of damages of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond such facilities, and SSWD shall indemnify and hold harmless San Juan and its directors, officers, agents and employees from any such damages or claims of damages.

**7. Obligation of SSWD to Make Payments.** The obligations of SSWD arising out of or pursuant to this Agreement shall constitute general obligations of SSWD, and SSWD shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to San Juan under this Agreement. SSWD as a whole is obligated to pay San Juan the payments coming due under this Agreement, notwithstanding any individual default by its water users, constituents or others in the payment to SSWD of assessments, taxes, tolls or other charges levied by SSWD.

**8. Remedies Not Exclusive.** The use by either party of any remedy specified for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**9. Waiver of Rights.** Any waiver at any time by either party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

**10. Assignment.** The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof or interest herein, shall be valid until and unless approved by San Juan.

**11. Opinions and Determinations.** Where the terms of this Agreement provide for action to be based upon judgment, approval, review or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

**12. Notices.** All notices that are required either expressly or by implication to be given by any party to the other under this Agreement shall be signed for San Juan and for SSWD by such officers as they may from time to time authorize to so act. Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first-class postage prepaid, addressed as follows:

**To San Juan:**

General Manager  
San Juan Water District  
P.O. Box 2157  
Granite Bay, California 95746

**To SSWD:**

General Manager  
Sacramento Suburban Water District  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821

Either party may change its address for notice by sending notice of such change to the other party.

**13. Inspection of Books and Records.** Authorized officers or agents of SSWD shall have full and free access at all reasonable times to the account books and official records of San Juan in so far as the same pertain to the matters and things provided for in this Agreement, with the right at any time during office hours to make copies thereof at SSWD's expense, and the proper representative of San Juan shall have similar rights with respect to the account books and records of SSWD.

**14. Integration.** This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

**15. Construction and Interpretation.** It is agreed and acknowledged by the parties that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**16. Amendment.** This Agreement may be modified or amended only by a subsequent written agreement approved by both parties.

**17. Attorney's Fees.** In any action brought by either party to enforce or construe this Agreement, the prevailing parties shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, litigation costs and costs of suit.

**18. Counterparts.** This Agreement may be executed in counterparts. SSWD shall deliver its counterpart to San Juan, which shall deliver a fully-conformed counterpart to SSWD.

**19. Termination.** This Agreement may be terminated by either party with notice to the other party provided 10 business days prior to the termination date.

**20. Obligations Prior to Termination.** The obligations of the parties incurred pursuant to this Agreement prior to the termination of this Agreement shall survive the termination.

**21. Supporting Resolutions.** Each party represents that it has legal authority to enter into this Agreement and to perform its obligations hereunder, and shall submit to the other party concurrent with execution of this Agreement a duly-authorized resolution or other document evidencing the authority and authorizing the person executing this Agreement to do so.

**22. General Indemnity.** Each party agrees to protect, defend, indemnify and hold harmless the other party, its directors, officers, agents, employees and consultants from and against any and all losses, claims, liens, demands and causes of action of every kind and character, without limitation by enumeration, occurring or in any wise incident to, connected with, or arising directly or indirectly out of the negligence or willful misconduct of the indemnifying party hereunder.

**23. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

**24. No Third Party Beneficiaries.** This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

**25. Relationship of Parties.** Nothing in this Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to anyone or more of the parties.

**26. Additional Documents.** Each party agrees to make, execute, acknowledge and deliver any and all documents reasonably required to implement this Agreement.

The foregoing is hereby agreed to by the parties.

SAN JUAN WATER DISTRICT:

By: \_\_\_\_\_  
Paul Helliker, General Manager

SACRAMENTO SUBURBAN WATER DISTRICT:

By: \_\_\_\_\_  
Daniel R. York, General Manager

## **APPENDIX A**

### **RATE EQUIVALENTS TO BE PAID BY SSWD TO SJWD PER ACRE-FOOT (AF)**

#### **Article 5(a):**

Treatment and Conveyance Cost/AF per Existing SJWD/SSWD Agreement = \$220.16.

*[This rate will increase in January, 2022, but to what amount is unknown at this time.]*

#### **Article 5(b):**

Charge/AF SJWD pays PCWA for entitlement water delivered to Placer County plus one-half of the difference between that price and the price San Juan pays PCWA for water made available in Folsom Reservoir for use within Sacramento County = \$47.51.

*[Note: The underlying rate SJWD pays PCWA will change in January, 2022, but to what amount is unknown at this time.]*

#### **Article 5(b)(i):**

Charge/AF SJWD pays PCWA for entitlement water delivered to Sacramento County = \$60.46.

*[Note: The underlying rate SJWD pays PCWA will change in January, 2022, but to what amount is unknown at this time.]*

#### **Article 5(c):**

SJWD Warren Act Charge/AF = \$38.39

**STAFF REPORT**

To: Board of Directors  
 From: Paul Helliker, General Manager  
 Date: February 24, 2021  
 Subject: General Manager's Monthly Report (January)

**RECOMMENDED ACTION**

For information only, no action requested.

**TREATMENT PLANT OPERATIONS***Water Production*

Item	2021	2020	Difference
Monthly Production AF	1,651.20	1,632.78	1.1%
Daily Average MG	17.36	17.16	1.1%
Annual Production AF	1,651.20	1,632.78	1.1%

*Water Turbidity*

Item	January 2021	December 2020	Difference
Raw Water Turbidity NTU	2.36	2.23	6%
Treated Water Turbidity NTU	0.022	0.022	0%
Monthly Turbidity Percentage Reduction	99.08%	99.01%	

*Folsom Lake Reservoir Storage Level AF\**

Item	2021	2020	Difference
Lake Volume AF	290,077	487,423	-40%

AF – Acre Feet

MG – Million Gallons

NTU – Nephelometric Turbidity Unit

\* Total Reservoir Capacity: 977,000 AF

*Other Items of Interest:*

- None

**STAFF REPORT**  
*General Manager's Monthly Report*  
*Paul Helliker*

## SYSTEM OPERATIONS

### Distribution Operations:

Item	January 2021	December 2020	Difference
Leaks and Repairs	10	10	0
Mains Flushed	53	0	+53
Valves Exercised	0	0	0
Back Flows Tested	0	4	-4
Customer Service Calls	30	36	-6

### Distribution System Water Quality:

Water Quality Samples Taken	# Failed Samples	Supporting Information
50 Lab	0	
21 In-House	0	

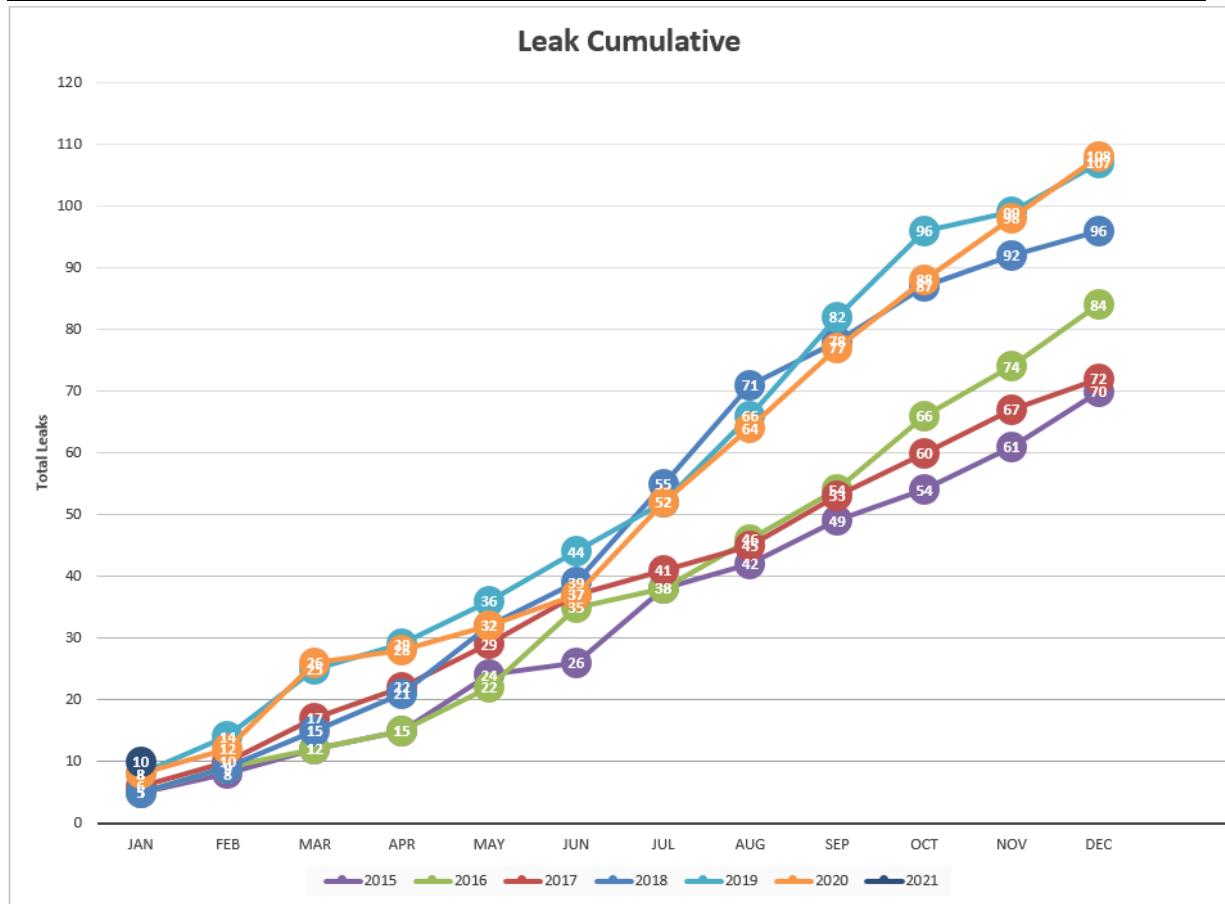


Figure 1: Annual Distribution System Leaks

**STAFF REPORT***General Manager's Monthly Report**Paul Helliker***CUSTOMER SERVICE ACTIVITIES***Billing Information for Month of January*

Total Number of Bills Issued	Total Number of Reminders Mailed	Total Number of Shut-off Notices Delivered	Total Number of Disconnections
5347	588	0	0

*Water Efficiency Activities*

Water Waste Complaints Received	Number of Customers Contacted for High Usage (potential leaks)	Number of Rebates Processed	Number of Meters Tested/Repaired (non-reads)
1	137	3	110

*Other Activities*

- None

**STAFF REPORT***General Manager's Monthly Report*

Paul Helliker

**ENGINEERING - NEW URBAN DEVELOPMENTS (SJWD Retail Service Area)**

<b>Project Title</b>	<b>Description</b>	<b>Status</b>	<b>Issues / Notes</b>
Chula Acres	4-Lot Minor Subdivision (8149 Excelsior Ave)	In Construction	Water main installed. Construction in process.
GB Memory Care	Commercial Business (6400 Douglas Blvd)	In Design Review	Planning for 2021 const. start
Eureka Grove (former Greyhawk III Proj.)	44 high-density & 28 SFR lots (NE Cor. Eureka & SCB)	In Construction	Construction started October 2020.
Premier Soleil (formerly Granite Bay Townhomes)	52-Lot Subdivision (Douglas, east of Auburn Folsom)	In Construction	Construction started October 2020.
Greenside Parcel Split (5640 Macargo)	Minor parcel split of 2.0-Ac parcel into 3 lots	In Design Review	Design reviewed and returned. Waiting for resubmittal.
Placer County Retirement Residence (3905 Old Auburn)	Commercial Business (145-Unit Multi-story Assisted Living Facility; 3865 Old Auburn Rd)	In Design Review	Planning for 2021 const. start
Pond View	Commercial Business (5620 5630 5640 Douglas Blvd)	Approved for Construction	Planning to begin const in 2021
Quarry Ridge Prof. Office Park	Comm Business (4 parcels to develop 4 gen/med office Bldgs; NE Corner of Douglas and Berg)	In Construction	Construction complete. In project close-out.
Self Parcel Split (3600 & 3630 Allison Ave)	4 Lot Minor Subdivision (on a new street "Laura Lane", off Allison Dr.)	In Construction	Construction nearing completion, finish in 2021.
The Park at Granite Bay	56 lot Subdivision (SCB south of Annabelle)	Approved for Construction	Mass grading done. Re-start in 2021.
The Residences at GB	4-Lot Minor Subdivision (NW Cor. Barton & E Rsvl Pkwy)	In Design Review	
Ventura of GB	33-Lot High Density Subdivision (6832 Eureka Rd)	In Design Review	Initially will only have one source of supply connection, planning for a future 2 <sup>nd</sup> connection.
Wellquest Senior Living (prior Ovation)	Commercial Business (114-Unit 2-story Assisted Living Facility; 9747 Sierra College Blvd.)	In Construction	Construction nearing completion, finish in 2021.
Whitehawk II	56-Lot Subdivision (Douglas, west of Barton)	In Design Review	Design submitted, under review now

**ENGINEERING - CAPITAL PROJECTS***Status Update for Current Retail Projects*

<b>Project Title</b>	<b>Description</b>	<b>Status</b>	<b>Issues / Notes</b>
Retail Master Plan Update	Update the 2005/7 Retail Master Plan	Underway	
SCADA Radio Replacements – North Phase	Replace outdated 900 MHz radios with 173 MHz equipment	Under Construction	Radio router issues have now been resolved
GIS Implementation	Update the aged GIS with new software and integrate with the CMMS and FIS/CIS systems	In Project Close-out	Testing and training sessions completed.
Spahn Ranch Rd. Main Extension	Install new pipeline; provides looped distribution network	In Design	Construction in FY 20/21
Cavitt Stallman 12" (Mystery Cr to Oak Pines)	Install new pipeline on Cavitt Stallman between Mystery Creek Ln and Oak Pines Ln.	In Design	Construction in FY 20/21
Woodminister Services Replacements	Replace 18 aged services	In Design	Construction in FY 20/21
Kokila (SJWD/PCWA) 12-Inch Intertie Pipeline	Interconnection with PCWA	In Design	Partial funding with RWA grant. Construction in FY 20/21
Canyon Falls Village PRS Replacement	Rehabilitation of an existing Pressure Reducing Station (PRV) located near the intersection of Canyon Falls Drive and Santa Juanita Ave.	East PRS is now completed, doing design for West PRS	Construction in FY 20/21
UGB & LGB Low Flow Pumps and LGB/CP MOV	Installation of two new low flow pumps, one each at the Lower and Upper Granite Bay pump stations	In Construction	Installation and commission in FY 20/21

**STAFF REPORT**

General Manager's Monthly Report

Paul Helliker

**Status Update for Current Wholesale Projects**

<b>Project Title</b>	<b>Description</b>	<b>Status (% Complete)</b>	<b>Issues/ Notes</b>
WTP Filters Improvements	R&R Filter Materials, nozzles, and resurface spalled filter floor and wall areas	In Construction	North Basin completion in FY 19/20 with South Basin in FY 20/21
Hinkle Liner & Cover Repl'mt	Replace both the hypalon cover and liner.	In Design Phase. 95% Design Plans & Specs review comments returned	Applying for SRF funding.
Temporary Storage Tanks	Installation of two temporary ±1.0-MG finished water storage tanks to operate when Hinkle Reservoir is out of service	In Construction	Construction complete. In project close-out.
Lime System Improvements	Improvements for the WTP's lime system control and feeder system	In Design	
WTP On-Site Residuals Management Improvement Project	Management of the WTP residuals disposal area and improvements needed to meet regulatory requirements.	In Construction	Contractor began work in Jan 2021
Bacon and Upper Granite Bay Pump Station Generator Replacements	Replacing generators at both the Bacon Pump Station Facility and at Upper Granite Bay Pump Station	In Design	
Baldwin Chnl Lining and Solar Field Culvert Replacement Project	Lining the Baldwin Ditch on the main campus to minimize costs for maintenance within the ditch and the replacement of the Solar Field Culvert to provide emergency discharge capacity to Baldwin Reservoir	Design and Environmental Underway	

**SAFETY & REGULATORY TRAINING – January 2021**

<b>Training Course</b>	<b>Staff</b>
Access to Medical Records	All Staff
Low Voltage Electrical Safety	Qualified Electrical Workers and Managers

**FINANCE/BUDGET**

See attached



San Juan Water District, CA

# Wholesale Operating Income Statement

## Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

Account	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 010 - WHOLESALE</b>					
<b>Revenue</b>					
41000 - Water Sales	9,264,600.00	9,264,600.00	1,761,523.50	7,564,578.94	1,700,021.06
43000 - Rebate	1,500.00	1,500.00	0.00	458.92	1,041.08
45000 - Other Operating Revenue	0.00	0.00	2.38	641.22	-641.22
49000 - Other Non-Operating Revenue	114,000.00	114,000.00	10,054.47	27,030.53	86,969.47
Revenue Total:	<b>9,380,100.00</b>	<b>9,380,100.00</b>	<b>1,771,580.35</b>	<b>7,592,709.61</b>	<b>1,787,390.39</b>
<b>Expense</b>					
51000 - Salaries and Benefits	4,071,700.00	4,071,700.00	255,765.48	2,018,955.89	2,052,744.11
52000 - Debt Service Expense	896,200.00	896,200.00	454,879.15	531,159.04	365,040.96
53000 - Source of Supply	503,600.00	503,600.00	5,842.95	340,065.67	163,534.33
54000 - Professional Services	814,400.00	814,400.00	7,164.35	289,420.31	524,979.69
55000 - Maintenance	359,300.00	359,300.00	35,428.79	251,039.18	108,260.82
56000 - Utilities	149,300.00	149,300.00	0.00	132,179.42	17,120.58
57000 - Materials and Supplies	616,100.00	616,100.00	14,289.51	272,996.88	343,103.12
58000 - Public Outreach	49,400.00	49,400.00	1,090.00	8,735.65	40,664.35
59000 - Other Operating Expenses	562,600.00	562,600.00	16,496.26	390,169.76	172,430.24
69000 - Other Non-Operating Expenses	1,500.00	1,500.00	0.00	1,450.50	49.50
69900 - Transfers Out	617,500.00	617,500.00	0.00	0.00	617,500.00
Expense Total:	<b>8,641,600.00</b>	<b>8,641,600.00</b>	<b>790,956.49</b>	<b>4,236,172.30</b>	<b>4,405,427.70</b>
<b>Fund: 010 - WHOLESALE Surplus (Deficit):</b>					
Total Surplus (Deficit):	<b>738,500.00</b>	<b>738,500.00</b>	<b>980,623.86</b>	<b>3,356,537.31</b>	<b>-2,618,037.31</b>

**Wholesale Operating Income Statement**

For Fiscal: 2020-2021 Period Ending: 01/31/2021

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
010 - WHOLESALE	738,500.00	738,500.00	980,623.86	3,356,537.31	-2,618,037.31
<b>Total Surplus (Deficit):</b>	<b>738,500.00</b>	<b>738,500.00</b>	<b>980,623.86</b>	<b>3,356,537.31</b>	



San Juan Water District, CA

# Wholesale Capital Income Statement

## Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

Account	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 011 - Wholesale Capital Outlay</b>					
<b>Revenue</b>					
42000 - Taxes & Assessments	1,173,000.00	1,173,000.00	359,577.69	373,820.92	799,179.08
44000 - Connection Fees	75,000.00	75,000.00	21,201.00	97,101.00	-22,101.00
44500 - Capital Contributions - Revenue	68,600.00	68,600.00	0.00	68,657.74	-57.74
49000 - Other Non-Operating Revenue	178,000.00	178,000.00	4,625.00	71,718.76	106,281.24
49990 - Transfer In	617,500.00	617,500.00	0.00	0.00	617,500.00
Revenue Total:	<b>2,112,100.00</b>	<b>2,112,100.00</b>	<b>385,403.69</b>	<b>611,298.42</b>	<b>1,500,801.58</b>
<b>Expense</b>					
55000 - Maintenance	250,000.00	250,000.00	0.00	3,746.95	246,253.05
61000 - Capital Outlay	5,829,000.00	5,829,000.00	116,675.56	2,753,033.84	3,075,966.16
Expense Total:	<b>6,079,000.00</b>	<b>6,079,000.00</b>	<b>116,675.56</b>	<b>2,756,780.79</b>	<b>3,322,219.21</b>
<b>Fund: 011 - Wholesale Capital Outlay Surplus (Deficit):</b>					
Total Surplus (Deficit):	<b>-3,966,900.00</b>	<b>-3,966,900.00</b>	<b>268,728.13</b>	<b>-2,145,482.37</b>	<b>-1,821,417.63</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
011 - Wholesale Capital Outlay	-3,966,900.00	-3,966,900.00	268,728.13	-2,145,482.37	-1,821,417.63
<b>Total Surplus (Deficit):</b>	<b>-3,966,900.00</b>	<b>-3,966,900.00</b>	<b>268,728.13</b>	<b>-2,145,482.37</b>	



San Juan Water District, CA

# Retail Operating Income Statement

## Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

Account	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 050 - RETAIL</b>					
<b>Revenue</b>					
41000 - Water Sales	12,806,500.00	12,806,500.00	1,134,507.14	6,338,359.00	6,468,141.00
45000 - Other Operating Revenue	420,000.00	420,000.00	11,919.04	195,485.92	224,514.08
49000 - Other Non-Operating Revenue	204,700.00	204,700.00	31,542.46	89,423.13	115,276.87
Revenue Total:	<b>13,431,200.00</b>	<b>13,431,200.00</b>	<b>1,177,968.64</b>	<b>6,623,268.05</b>	<b>6,807,931.95</b>
<b>Expense</b>					
41000 - Water Sales	0.00	0.00	0.00	260.29	-260.29
51000 - Salaries and Benefits	5,403,300.00	5,403,300.00	356,544.65	2,697,660.88	2,705,639.12
52000 - Debt Service Expense	498,600.00	498,600.00	253,038.18	294,849.48	203,750.52
53000 - Source of Supply	3,034,700.00	3,034,700.00	566,188.84	2,271,302.85	763,397.15
54000 - Professional Services	1,459,200.00	1,459,200.00	41,002.32	383,449.08	1,075,750.92
55000 - Maintenance	226,800.00	226,800.00	45,539.43	170,988.41	55,811.59
56000 - Utilities	313,700.00	313,700.00	336.00	254,692.26	59,007.74
57000 - Materials and Supplies	463,900.00	463,900.00	6,735.28	261,475.52	202,424.48
58000 - Public Outreach	70,500.00	70,500.00	4,131.60	39,597.61	30,902.39
59000 - Other Operating Expenses	750,200.00	750,200.00	31,706.14	345,813.34	404,386.66
69000 - Other Non-Operating Expenses	1,500.00	1,500.00	0.00	1,450.50	49.50
69900 - Transfers Out	592,400.00	592,400.00	0.00	0.00	592,400.00
Expense Total:	<b>12,814,800.00</b>	<b>12,814,800.00</b>	<b>1,305,222.44</b>	<b>6,721,540.22</b>	<b>6,093,259.78</b>
<b>Fund: 050 - RETAIL Surplus (Deficit):</b>	<b>616,400.00</b>	<b>616,400.00</b>	<b>-127,253.80</b>	<b>-98,272.17</b>	<b>714,672.17</b>
<b>Total Surplus (Deficit):</b>	<b>616,400.00</b>	<b>616,400.00</b>	<b>-127,253.80</b>	<b>-98,272.17</b>	

**Retail Operating Income Statement**

For Fiscal: 2020-2021 Period Ending: 01/31/2021

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
050 - RETAIL	616,400.00	616,400.00	-127,253.80	-98,272.17	714,672.17
<b>Total Surplus (Deficit):</b>	<b>616,400.00</b>	<b>616,400.00</b>	<b>-127,253.80</b>	<b>-98,272.17</b>	



San Juan Water District, CA

# Retail Capital Income Statement

## Group Summary

For Fiscal: 2020-2021 Period Ending: 01/31/2021

Account	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 055 - Retail Capital Outlay</b>					
<b>Revenue</b>					
42000 - Taxes & Assessments	1,173,000.00	1,173,000.00	359,577.68	373,820.91	799,179.09
44000 - Connection Fees	100,000.00	100,000.00	128,953.00	872,268.00	-772,268.00
49000 - Other Non-Operating Revenue	52,600.00	52,600.00	3,050.00	36,991.22	15,608.78
49990 - Transfer In	592,400.00	592,400.00	0.00	0.00	592,400.00
Revenue Total:	<b>1,918,000.00</b>	<b>1,918,000.00</b>	<b>491,580.68</b>	<b>1,283,080.13</b>	<b>634,919.87</b>
<b>Expense</b>					
54000 - Professional Services	33,000.00	33,000.00	0.00	26,614.39	6,385.61
61000 - Capital Outlay	5,434,300.00	5,434,300.00	54,996.55	395,173.73	5,039,126.27
Expense Total:	<b>5,467,300.00</b>	<b>5,467,300.00</b>	<b>54,996.55</b>	<b>421,788.12</b>	<b>5,045,511.88</b>
<b>Fund: 055 - Retail Capital Outlay Surplus (Deficit):</b>					
Total Surplus (Deficit):	<b>-3,549,300.00</b>	<b>-3,549,300.00</b>	<b>436,584.13</b>	<b>861,292.01</b>	<b>-4,410,592.01</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
055 - Retail Capital Outlay	-3,549,300.00	-3,549,300.00	436,584.13	861,292.01	-4,410,592.01
<b>Total Surplus (Deficit):</b>	<b>-3,549,300.00</b>	<b>-3,549,300.00</b>	<b>436,584.13</b>	<b>861,292.01</b>	

**Summary****Project Summary**

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
<a href="#">171109</a>	GIS Assessment and Implementation	0.00	10,967.74	-10,967.74
<a href="#">181105</a>	Lime System Control & Feeder System	0.00	8,950.00	-8,950.00
<a href="#">185135</a>	Upper & Lower GB Pump Stn Low Flov	1,159.75	31,325.72	-30,165.97
<a href="#">185180</a>	Cavitt Stallman Main - Mystery Crk & (	0.00	10,738.75	-10,738.75
<a href="#">191235</a>	Solar Site Access Culvert Replacement	0.00	37,437.27	-37,437.27
<a href="#">191255</a>	WTP Filter Basins Rehab Project	35,659.68	740,670.41	-705,010.73
<a href="#">191260</a>	WTP Residual Area Storm Water Lift S	8,735.75	223,121.40	-214,385.65
<a href="#">191275</a>	Clarifier Wall Lining & Leakage Repairs	-14,388.00	3,747.00	-18,135.00
<a href="#">191280</a>	Hinkle Reservoir Cover	0.00	166,004.35	-166,004.35
<a href="#">195210</a>	SCADA Radio Replacements North Phas	0.00	-2,409.78	2,409.78
<a href="#">201111</a>	Hinkle Reservoir Overflow Channel Lin	0.00	30,416.67	-30,416.67
<a href="#">201120</a>	Tag Line Replacement for BW Hoods	0.00	366.46	-366.46
<a href="#">201135</a>	Sludge Feed Pump Replacement	0.00	15,331.71	-15,331.71
<a href="#">201144</a>	Hinkle Reservoir Temporary Tanks anc	60,829.86	1,422,228.49	-1,361,398.63
<a href="#">201171</a>	CMMS Implementation	0.00	27,399.09	-27,399.09
<a href="#">201505</a>	Hinkle Reservoir 48" Bypass Pipe Clear	0.00	2,966.62	-2,966.62
<a href="#">205114</a>	AFR 6 inch Main Extension Replaceme	0.00	16,718.75	-16,718.75
<a href="#">205120</a>	Air/Vacuum Relief Valve Replacement	0.00	58,876.46	-58,876.46
<a href="#">205123</a>	Five Hydrant Replacements	0.00	19,300.00	-19,300.00
<a href="#">205135</a>	ARC South #1 thru #4 VFD Replaceme	0.00	7,308.69	-7,308.69
<a href="#">205153</a>	Ford F450 Purchase	0.00	50,805.12	-50,805.12
<a href="#">205159</a>	ARC-North Main Breaker Replacement	0.00	9,384.60	-9,384.60
<a href="#">211122</a>	Backwash Hoods Electric Breaker Repl	0.00	11,971.30	-11,971.30
<a href="#">211137</a>	Lab Particle Counter Replacement	0.00	32,796.45	-32,796.45
<a href="#">215111</a>	ARC South Main Breaker Replacement	0.00	10,090.82	-10,090.82
<a href="#">215114</a>	Bacon Pump Station Generator Repla	0.00	34,005.58	-34,005.58
<a href="#">215117</a>	Upper Granite Bay Pump Station Gene	0.00	16,984.42	-16,984.42
<b>Project Totals:</b>		<b>91,997.04</b>	<b>2,997,504.09</b>	<b>-2,905,507.05</b>

**Group Summary**

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
CIP - Asset	106,385.04	2,990,790.47	-2,884,405.43
CIP - Expense	-14,388.00	6,713.62	-21,101.62
<b>Group Totals:</b>	<b>91,997.04</b>	<b>2,997,504.09</b>	<b>-2,905,507.05</b>

**Type Summary**

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Administration	0.00	27,399.09	-27,399.09
Engineering	61,989.61	1,729,984.85	-1,667,995.24
Field Services	0.00	60,189.72	-60,189.72
Water Treatment Plant	30,007.43	1,179,930.43	-1,149,923.00
<b>Type Totals:</b>	<b>91,997.04</b>	<b>2,997,504.09</b>	<b>-2,905,507.05</b>

**GL Account Summary**

GL Account Number	GL Account Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
010-15000	Capital - Work In Progress	0.00	0.00	0.00
011-20030	Retentions Payable	-90,837.29	2,966.62	-87,870.67
011-700-57120	Maintenance - Facility	0.00	3,747.00	3,747.00
011-700-61120	Capital Outlay - Land Improve...	0.00	30,226.96	30,226.96
011-700-61145	Capital Outlay - WTP & Improv...	0.00	1,000,411.28	1,000,411.28
011-700-61155	Capital Outlay - Reservoirs & I...	0.00	1,625,859.82	1,625,859.82
011-700-61160	Capital Outlay - Equipment and..	0.00	32,796.45	32,796.45
011-700-61180	Capital Outlay - Software	0.00	9,591.69	9,591.69

**GL Account Summary**

GL Account Number	GL Account Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
050-210-52000	Materials and Supplies	0.00	1,746.46	1,746.46
055-12000	Accounts Receivable	0.00	-2,409.78	-2,409.78
055-20030	Retentions Payable	-1,159.75	0.00	-1,159.75
055-700-61135	Capital Outlay - Pump Stations...	0.00	109,099.83	109,099.83
055-700-61150	Capital Outlay - Mains/Pipeline...	0.00	103,887.50	103,887.50
055-700-61155	Capital Outlay - Reservoirs & I...	0.00	0.00	0.00
055-700-61170	Capital Outlay - Vehicles	0.00	50,805.12	50,805.12
055-700-61180	Capital Outlay - Software	0.00	28,775.14	28,775.14
<b>GL Account Totals:</b>		<b>-91,997.04</b>	<b>2,997,504.09</b>	<b>2,905,507.05</b>



San Juan Water District, CA

**Balance Sheet**  
**Account Summary**  
As Of 01/31/2021

Account	010 - WHOLESALE	011 - Wholesale Capital Outlay	050 - RETAIL	055 - Retail Capital Outlay	Total
<b>Asset</b>					
<b>Type: 1000 - Assets</b>					
10010 - Cash and Investments	3,208,356.94	15,085,085.98	2,525,821.15	8,952,278.09	29,771,542.16
10510 - Accounts Receivable	2,003,859.62	0.01	478,874.12	-0.01	2,482,733.74
11000 - Inventory	0.00	0.00	184,470.62	0.00	184,470.62
12000 - Prepaid Expense	75,898.69	0.00	35,076.41	0.00	110,975.10
14010 - Deferred Outflows	2,763,407.36	0.00	2,774,087.63	0.00	5,537,494.99
17010 - Capital Assets - Work in Progress	3,980,626.89	0.00	875,230.51	0.00	4,855,857.40
17150 - Capital Assets - Land Non-depreciable	98,212.00	0.00	166,272.00	0.00	264,484.00
17160 - Capital Assets - Land Improvements	824,743.09	0.00	94,608.30	0.00	919,351.39
17200 - Capital Assets - Pump Stations & Improvements	7,047,178.00	0.00	6,083,048.68	0.00	13,130,226.68
17300 - Capital Assets - Buildings & Improvements	1,279,892.05	0.00	275,982.16	0.00	1,555,874.21
17350 - Capital Assets - Water Treatment Plant & Imp	35,618,552.26	0.00	16,000.00	0.00	35,634,552.26
17400 - Capital Assets - Mains/Pipelines & Improvements	28,209,998.95	0.00	46,000,012.63	0.00	74,210,011.58
17500 - Capital Assets - Reservoirs & Improvements	2,923,447.50	0.00	2,492,421.90	0.00	5,415,869.40
17700 - Capital Assets - Equipment & Furniture	13,691,268.95	0.00	1,118,898.17	0.00	14,810,167.12
17750 - Capital Assets - Vehicles	304,780.00	0.00	548,262.51	0.00	853,042.51
17800 - Capital Assets - Software	445,614.45	0.00	415,403.40	0.00	861,017.85
17850 - Capital Assets - Intangible	666,196.00	0.00	0.00	0.00	666,196.00
17900 - Less Accumulated Depreciation	-39,469,850.00	0.00	-29,722,911.57	0.00	-69,192,761.57
<b>Total Type 1000 - Assets:</b>		<b>63,672,182.75</b>	<b>15,085,085.99</b>	<b>34,361,558.62</b>	<b>8,952,278.08</b>
<b>Total Asset:</b>		<b>63,672,182.75</b>	<b>15,085,085.99</b>	<b>34,361,558.62</b>	<b>8,952,278.08</b>
<b>Liability</b>					
<b>Type: 1000 - Assets</b>					
10510 - Accounts Receivable	0.00	0.00	123,453.88	0.00	123,453.88
<b>Total Type 1000 - Assets:</b>		<b>0.00</b>	<b>0.00</b>	<b>123,453.88</b>	<b>0.00</b>
<b>Type: 2000 - Liabilities</b>					
20010 - Accounts Payable	99,241.97	143,720.24	122,377.49	61,976.55	427,316.25
20100 - Retentions Payable	0.00	196,715.21	0.00	1,159.76	197,874.97
20150 - Customer Deposits	147.40	0.00	0.00	0.00	147.40
21200 - Salaries & Benefits Payable	35,641.31	0.00	61,944.61	0.00	97,585.92
21250 - Payroll Taxes Payable	0.01	0.00	-0.01	0.00	0.00
21300 - Compensated Absences	384,418.36	0.00	494,414.58	0.00	878,832.94
21500 - Premium on Issuance of Bonds Series 2017	1,679,588.29	0.00	936,350.59	0.00	2,615,938.88
21600 - OPEB Liability	1,362,313.49	0.00	1,765,048.61	0.00	3,127,362.10

## Balance Sheet

As Of 01/31/2021

Account	010 - WHOLESALE	011 - Wholesale Capital Outlay	050 - RETAIL	055 - Retail Capital Outlay	Total
21700 - Pension Liability	1,059,627.55	0.00	1,396,796.86	0.00	2,456,424.41
22010 - Deferred Income	0.00	0.00	85,621.49	0.00	85,621.49
22050 - Deferred Inflows	1,174,187.61	0.00	1,525,245.84	0.00	2,699,433.45
24200 - 2012 Bonds Payable	5,576,900.50	0.00	3,028,099.50	0.00	8,605,000.00
24250 - Bonds Payable 2017 Refunding	14,992,000.00	0.00	8,433,000.00	0.00	23,425,000.00
<b>Total Type 2000 - Liabilities:</b>	<b>26,364,066.49</b>	<b>340,435.45</b>	<b>17,848,899.56</b>	<b>63,136.31</b>	<b>44,616,537.81</b>
<b>Total Liability:</b>	<b>26,364,066.49</b>	<b>340,435.45</b>	<b>17,972,353.44</b>	<b>63,136.31</b>	<b>44,739,991.69</b>
<b>Equity</b>					
<b>Type: 3000 - Equity</b>					
30100 - Investment in Capital Assets	33,720,732.31	0.00	16,166,351.01	0.00	49,887,083.32
30500 - Designated Reserves	230,846.64	16,890,132.91	321,126.34	8,027,849.76	25,469,955.65
<b>Total Type 3000 - Equity:</b>	<b>33,951,578.95</b>	<b>16,890,132.91</b>	<b>16,487,477.35</b>	<b>8,027,849.76</b>	<b>75,357,038.97</b>
<b>Total Total Beginning Equity:</b>	<b>33,951,578.95</b>	<b>16,890,132.91</b>	<b>16,487,477.35</b>	<b>8,027,849.76</b>	<b>75,357,038.97</b>
Total Revenue	7,592,709.61	611,298.42	6,623,268.05	1,283,080.13	16,110,356.21
Total Expense	4,236,172.30	2,756,780.79	6,721,540.22	421,788.12	14,136,281.43
Revenues Over/Under Expenses	3,356,537.31	-2,145,482.37	-98,272.17	861,292.01	1,974,074.78
<b>Total Equity and Current Surplus (Deficit):</b>	<b>37,308,116.26</b>	<b>14,744,650.54</b>	<b>16,389,205.18</b>	<b>8,889,141.77</b>	<b>77,331,113.75</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>63,672,182.75</b>	<b>15,085,085.99</b>	<b>34,361,558.62</b>	<b>8,952,278.08</b>	<b>122,071,105.44</b>



San Juan Water District, CA

# Check Report

By Check Number

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK</b>						
03558	Baba, Gary	01/26/2021	Regular	0.00	-92.28	53677
01169	Baljit & Hardiner Johl	01/26/2021	Regular	0.00	-2,000.00	54352
03722	Conable, Andrew	01/26/2021	Regular	0.00	-2,665.49	54355
03723	Dimeo Family	01/26/2021	Regular	0.00	-720.51	54361
03725	Fidelity National Title Company	01/26/2021	Regular	0.00	-44.57	54364
03406	Alpha Analytical Laboratories Inc.	01/04/2021	Regular	0.00	423.00	56306
01165	Backflow Technologies	01/04/2021	Regular	0.00	1,588.05	56307
03226	Capitol Sand and Gravel Co.	01/04/2021	Regular	0.00	1,847.84	56308
01554	Electrical Equipment Co	01/04/2021	Regular	0.00	137.93	56309
03091	Granite Bay Ace Hardware	01/04/2021	Regular	0.00	46.29	56310
03235	HD Supply Construction Supply LTD	01/04/2021	Regular	0.00	791.77	56311
01890	Johnson Petroleum Construction, Inc.	01/04/2021	Regular	0.00	260.74	56312
02150	Pace Supply Corp	01/04/2021	Regular	0.00	6,428.78	56313
03801	PeopleReady, Inc	01/04/2021	Regular	0.00	1,260.00	56314
02281	Ray A Morgan Company Inc	01/04/2021	Regular	0.00	304.08	56315
02223	Rexel Inc (Platt - Rancho Cordova)	01/04/2021	Regular	0.00	421.03	56316
02302	Riebes Auto Parts, LLC	01/04/2021	Regular	0.00	152.95	56317
02514	State Water Resources Control Board - SWRCB	01/04/2021	Regular	0.00	60.00	56318
02700	Viking Shred LLC	01/04/2021	Regular	0.00	50.00	56319
02716	WATER EDUCATION FOUNDATION	01/04/2021	Regular	0.00	10,350.00	56320
01041	Afman, Todd R	01/11/2021	Regular	0.00	399.18	56321
03406	Alpha Analytical Laboratories Inc.	01/11/2021	Regular	0.00	90.00	56322
01073	Amarjeet Singh Garcha	01/11/2021	Regular	0.00	1,500.00	56323
03789	Banner Bank	01/11/2021	Regular	0.00	1,919.00	56324
03594	Borges & Mahoney, Inc.	01/11/2021	Regular	0.00	8,356.76	56325
03316	Brown, Lisa	01/11/2021	Regular	0.00	11.50	56326
01372	City of Folsom	01/11/2021	Regular	0.00	34.35	56327
01378	Clark Pest Control of Stockton	01/11/2021	Regular	0.00	150.00	56328
02567	Grant, Teri	01/11/2021	Regular	0.00	66.70	56329
03383	Inferrera Construction Management Group, Inc.	01/11/2021	Regular	0.00	18,957.50	56330
03754	Liebert Cassidy Whitmore	01/11/2021	Regular	0.00	398.00	56331
03785	McGuire and Hetser	01/11/2021	Regular	0.00	36,461.00	56332
02131	Office Depot, Inc.	01/11/2021	Regular	0.00	641.29	56333
	**Void**	01/11/2021	Regular	0.00	0.00	56334
02150	Pace Supply Corp	01/11/2021	Regular	0.00	287.43	56335
03801	PeopleReady, Inc	01/11/2021	Regular	0.00	1,120.00	56336
02223	Rexel Inc (Platt - Rancho Cordova)	01/11/2021	Regular	0.00	25.90	56337
03782	RGM Kramer Inc	01/11/2021	Regular	0.00	1,635.00	56338
02379	Sacramento Metropolitan Chamber of Commerce	01/11/2021	Regular	0.00	1,000.00	56339
03644	Tully & Young, Inc.	01/11/2021	Regular	0.00	2,362.50	56340
02638	Tyler Technologies, Inc.	01/11/2021	Regular	0.00	275.00	56341
02667	US Bank Corporate Payments Sys (CalCard)	01/11/2021	Regular	0.00	11,460.70	56342
	**Void**	01/11/2021	Regular	0.00	0.00	56343
	**Void**	01/11/2021	Regular	0.00	0.00	56344
	**Void**	01/11/2021	Regular	0.00	0.00	56345
	**Void**	01/11/2021	Regular	0.00	0.00	56346
	**Void**	01/11/2021	Regular	0.00	0.00	56347
	**Void**	01/11/2021	Regular	0.00	0.00	56348
	**Void**	01/11/2021	Regular	0.00	0.00	56349
03406	Alpha Analytical Laboratories Inc.	01/19/2021	Regular	0.00	1,195.00	56350
03404	Bob Wondries Motors Inc.	01/19/2021	Regular	0.00	30,431.97	56351
01375	City of Sacramento	01/19/2021	Regular	0.00	3,441.00	56352
01494	Dewey Services Inc.	01/19/2021	Regular	0.00	99.00	56353
03775	ECORP Consulting, Inc.	01/19/2021	Regular	0.00	412.50	56354

## Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01659	Gary Webb Trucking	01/19/2021	Regular	0.00	3,765.00	56355
01068	Glenn C. Walker	01/19/2021	Regular	0.00	1,050.40	56356
03091	Granite Bay Ace Hardware	01/19/2021	Regular	0.00	28.94	56357
01454	Griego, Daniel	01/19/2021	Regular	0.00	89.00	56358
01733	Harris Industrial Gases	01/19/2021	Regular	0.00	718.84	56359
03235	HD Supply Construction Supply LTD	01/19/2021	Regular	0.00	433.92	56360
03679	L and D Landfill Limited Partnership	01/19/2021	Regular	0.00	11,187.24	56361
01959	Les Schwab Tire Centers of California Inc	01/19/2021	Regular	0.00	527.39	56362
02024	MCI WORLDCOM	01/19/2021	Regular	0.00	56.53	56363
02649	MUFG Union Bank, N.A.	01/19/2021	Regular	0.00	1,842,917.33	56364
03402	Normac, Inc	01/19/2021	Regular	0.00	342.83	56365
02131	Office Depot, Inc.	01/19/2021	Regular	0.00	1,346.13	56366
02150	Pace Supply Corp	01/19/2021	Regular	0.00	1,205.49	56367
03045	Patton, Jim	01/19/2021	Regular	0.00	800.00	56368
03045	Patton, Jim	01/26/2021	Regular	0.00	-800.00	56368
02146	PG&E	01/19/2021	Regular	0.00	5,283.58	56369
	**Void**	01/19/2021	Regular	0.00	0.00	56370
02283	Recology Auburn Placer	01/19/2021	Regular	0.00	657.88	56371
02223	Rexel Inc (Platt - Rancho Cordova)	01/19/2021	Regular	0.00	2,292.21	56372
02293	RFI Enterprises, Inc	01/19/2021	Regular	0.00	51.34	56373
02302	Riebes Auto Parts, LLC	01/19/2021	Regular	0.00	415.37	56374
02328	Rocklin Windustrial Co	01/19/2021	Regular	0.00	641.11	56375
02357	Sacramento Municipal Utility District (SMUD)	01/19/2021	Regular	0.00	12,723.53	56376
01411	SureWest Telephone	01/19/2021	Regular	0.00	7,142.48	56377
03799	Thrikettle Corporation	01/19/2021	Regular	0.00	25,121.85	56378
02622	Total Compensation Systems, Inc.	01/19/2021	Regular	0.00	810.00	56379
02638	Tyler Technologies, Inc.	01/19/2021	Regular	0.00	5,402.50	56380
02651	United Parcel Service Inc	01/19/2021	Regular	0.00	124.00	56381
02690	Verizon Wireless	01/19/2021	Regular	0.00	2,042.87	56382
03406	Alpha Analytical Laboratories Inc.	01/26/2021	Regular	0.00	423.00	56383
01026	American River Ace Hardware, Inc.	01/26/2021	Regular	0.00	16.47	56384
03558	Baba, Gary	01/26/2021	Regular	0.00	92.28	56385
01169	Baljit & Hardiner Johl	01/26/2021	Regular	0.00	2,000.00	56386
01337	Central Valley Project Water Association	01/26/2021	Regular	0.00	2,342.56	56387
01368	Citrus Heights Water District	01/26/2021	Regular	0.00	9,189.78	56388
03722	Conable, Andrew	01/26/2021	Regular	0.00	2,665.49	56389
03723	Dimeo Family	01/26/2021	Regular	0.00	720.51	56390
01503	Division 5-15, A California Corporation	01/26/2021	Regular	0.00	22,035.25	56391
03725	Fidelity National Title Company	01/26/2021	Regular	0.00	44.57	56392
03091	Granite Bay Ace Hardware	01/26/2021	Regular	0.00	60.76	56393
03682	HydroScience Engineers, Inc.	01/26/2021	Regular	0.00	6,456.75	56394
01837	Mayorga, Jason	01/26/2021	Regular	0.00	85.00	56395
02131	Office Depot, Inc.	01/26/2021	Regular	0.00	256.11	56396
02150	Pace Supply Corp	01/26/2021	Regular	0.00	2,637.62	56397
03801	PeopleReady, Inc	01/26/2021	Regular	0.00	2,800.00	56398
02223	Rexel Inc (Platt - Rancho Cordova)	01/26/2021	Regular	0.00	568.31	56399
02452	Sierra National Construction, Inc.	01/26/2021	Regular	0.00	26,297.06	56400
02514	State Water Resources Control Board - SWRCB	01/26/2021	Regular	0.00	34,430.00	56401
02580	The Eidam Corporation	01/26/2021	Regular	0.00	9,013.35	56402
02638	Tyler Technologies, Inc.	01/26/2021	Regular	0.00	300.00	56403
02700	Viking Shred LLC	01/26/2021	Regular	0.00	50.00	56404
03045	Patton, Jim	01/26/2021	Regular	0.00	800.00	56411
03077	VALIC	01/08/2021	Bank Draft	0.00	4,237.88	173985
03077	VALIC	01/22/2021	Bank Draft	0.00	4,238.75	175317
01721	Hach Company	01/04/2021	EFT	0.00	173.15	407100
01741	HDR Engineering, Inc.	01/04/2021	EFT	0.00	989.45	407101
01748	Herc Rentals Inc.	01/04/2021	EFT	0.00	2,589.41	407102
01472	Mel Dawson, Inc.	01/04/2021	EFT	0.00	4,817.12	407103
03377	RDO Construction Equipment Co.	01/04/2021	EFT	0.00	5,813.38	407104
03783	Stratus Building Solutions of Northern California, I	01/04/2021	EFT	0.00	1,550.00	407105
01112	Applied Computer Solutions	01/11/2021	EFT	0.00	4,169.16	407106

## Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01521	DataProse, LLC	01/11/2021	EFT	0.00	3,282.62	407107
01584	ERS Industrial Services, Inc.	01/11/2021	EFT	0.00	264,489.48	407108
03794	Generac Power Systems, Inc.	01/11/2021	EFT	0.00	1,628.27	407109
02027	Mcmaster-Carr Supply Company	01/11/2021	EFT	0.00	234.34	407110
01472	Mel Dawson, Inc.	01/11/2021	EFT	0.00	2,768.96	407111
02069	Motion Industries	01/11/2021	EFT	0.00	113.80	407112
02463	New AnswerNet Inc.	01/11/2021	EFT	0.00	271.44	407113
03026	PFM Asset Management	01/11/2021	EFT	0.00	951.61	407114
02225	Polydyne, Inc	01/11/2021	EFT	0.00	3,816.21	407115
03385	S J Electro Systems Inc	01/11/2021	EFT	0.00	17,142.38	407116
02581	The Ferguson Group, LLC	01/11/2021	EFT	0.00	5,515.69	407117
03387	WageWorks, Inc	01/11/2021	EFT	0.00	268.30	407118
03109	Alfa Laval Inc.	01/19/2021	EFT	0.00	1,668.95	407119
03739	Azteca Systems Holdings, LLC	01/19/2021	EFT	0.00	650.00	407120
03221	Chemtrade Chemicals Corporation	01/19/2021	EFT	0.00	10,017.68	407121
01521	DataProse, LLC	01/19/2021	EFT	0.00	925.00	407122
01509	Domenichelli & Associates, Inc.	01/19/2021	EFT	0.00	2,007.50	407123
03749	Eide Bailly LLP	01/19/2021	EFT	0.00	840.00	407124
01611	Ferguson Enterprises, Inc	01/19/2021	EFT	0.00	2,622.47	407125
03702	Flowline Contractors, Inc.	01/19/2021	EFT	0.00	25,516.00	407126
01706	Graymont Western US Inc.	01/19/2021	EFT	0.00	6,710.52	407127
01741	HDR Engineering, Inc.	01/19/2021	EFT	0.00	9,977.32	407128
01748	Herc Rentals Inc.	01/19/2021	EFT	0.00	4,988.76	407129
01416	ICONIX Waterworks (US) Inc.	01/19/2021	EFT	0.00	300.30	407130
01778	IDEXX Distribution, Inc.	01/19/2021	EFT	0.00	623.54	407131
03628	Lees Automotive Repair Inc.	01/19/2021	EFT	0.00	1,026.71	407132
03553	Mallory Safety and Supply LLC	01/19/2021	EFT	0.00	1,105.00	407133
02027	Mcmaster-Carr Supply Company	01/19/2021	EFT	0.00	338.47	407134
02069	Motion Industries	01/19/2021	EFT	0.00	71.43	407135
03543	Quadient Finance USA, Inc. - Postage	01/19/2021	EFT	0.00	1,000.00	407136
02678	Valin Corporation	01/19/2021	EFT	0.00	3,547.91	407137
01486	WAPA - Department of Energy	01/19/2021	EFT	0.00	2,365.35	407138
01328	Association of California Water Agencies / Joint Po	01/26/2021	EFT	0.00	7,405.30	407139
01898	Association of California Water Agencies / JPIA	01/26/2021	EFT	0.00	32,070.88	407140
	**Void**	01/26/2021	EFT	0.00	0.00	407141
01232	Brower Mechanical, Inc.	01/26/2021	EFT	0.00	744.00	407142
03784	Forsgren Associates Inc.	01/26/2021	EFT	0.00	2,810.00	407143
02027	Mcmaster-Carr Supply Company	01/26/2021	EFT	0.00	359.17	407144
02158	Pacific Storage Company	01/26/2021	EFT	0.00	55.88	407145
03387	WageWorks, Inc	01/26/2021	EFT	0.00	268.30	407146
02710	WageWorks, Inc	01/26/2021	EFT	0.00	98.00	407147
01641	Sun Life Assurance Company of Canada	01/01/2021	Bank Draft	0.00	9,742.63	488521
03078	CalPERS Health	01/05/2021	Bank Draft	0.00	40,433.73	1001756339
03078	CalPERS Health	01/05/2021	Bank Draft	0.00	48,673.24	1001756339
03078	CalPERS Health	01/05/2021	Bank Draft	0.00	48,673.24	1001756339
03130	CalPERS Retirement	01/08/2021	Bank Draft	0.00	36,284.22	1001759765
01366	Citistreet/CalPERS 457	01/08/2021	Bank Draft	0.00	4,005.00	1001759772
03130	CalPERS Retirement	01/22/2021	Bank Draft	0.00	36,431.11	1001768390
01366	Citistreet/CalPERS 457	01/22/2021	Bank Draft	0.00	4,006.70	1001768397
03163	Economic Development Department	01/22/2021	Bank Draft	0.00	9,906.54	1-719-380-128
03163	Economic Development Department	01/22/2021	Bank Draft	0.00	84.55	1-719-380-128
03163	Economic Development Department	01/08/2021	Bank Draft	0.00	11,442.50	1-771-487-392
03163	Economic Development Department	01/08/2021	Bank Draft	0.00	17.22	1-771-487-392
01039	American Family Life Assurance Company of Colu	01/28/2021	Bank Draft	0.00	603.55	Q3869 01-28-21
01039	American Family Life Assurance Company of Colu	01/28/2021	Bank Draft	0.00	603.55	Q3869 01-28-21
03164	Internal Revenue Service	01/08/2021	Bank Draft	0.00	163.54	2701408228824
03164	Internal Revenue Service	01/08/2021	Bank Draft	0.00	50,048.85	2701408228824
03164	Internal Revenue Service	01/22/2021	Bank Draft	0.00	47,902.51	2701422415820
03164	Internal Revenue Service	01/27/2021	Bank Draft	0.00	404.29	2701422415820
03080	California State Disbursement Unit	01/08/2021	Bank Draft	0.00	832.14	PAY000000000003

**Check Report**

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03080	California State Disbursement Unit	01/22/2021	Bank Draft	0.00	832.14	PAY0000000003

**Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	91	0.00	2,197,316.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	15	0.00	-6,322.85
Bank Drafts	22	22	0.00	359,567.88
EFT's	66	48	0.00	440,699.21
	<b>230</b>	<b>176</b>	<b>0.00</b>	<b>2,991,260.61</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	142	91	0.00	2,197,316.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	15	0.00	-6,322.85
Bank Drafts	22	22	0.00	359,567.88
EFT's	66	48	0.00	440,699.21
	<b>230</b>	<b>176</b>	<b>0.00</b>	<b>2,991,260.61</b>

## Fund Summary

Fund	Name	Period	Amount
999	INTERCOMPANY	1/2021	<b>2,991,260.61</b>



San Juan Water District, CA

## **Vendor History Report By Vendor Name**

Posting Date Range 07/01/2020 - 01/31/2021

Payment Date Range -



Payroll Set: 01-San Juan Water District

<b>Employee Number</b>	<b>Employee Name</b>	<b>Pay Code</b>	<b># of Payments</b>	<b>Units</b>	<b>Pay Amount</b>
<u>0690</u>	Costa, Ted	Reg - Regular Hours	7	50.00	6,250.00
			<b>0690 - Costa Total:</b>	<b>50.00</b>	<b>6,250.00</b>
<u>1028</u>	Hanneman, Martin	Reg - Regular Hours	7	38.00	4,750.00
			<b>1028 - Hanneman Total:</b>	<b>38.00</b>	<b>4,750.00</b>
<u>0670</u>	Miller, Ken	Reg - Regular Hours	7	30.00	3,750.00
			<b>0670 - Miller Total:</b>	<b>30.00</b>	<b>3,750.00</b>
<u>1003</u>	Rich, Daniel	Reg - Regular Hours	6	34.00	4,250.00
			<b>1003 - Rich Total:</b>	<b>34.00</b>	<b>4,250.00</b>
<u>0650</u>	Tobin, Pamela	Reg - Regular Hours	7	70.00	8,750.00
			<b>0650 - Tobin Total:</b>	<b>70.00</b>	<b>8,750.00</b>
				<b>Report Total:</b>	<b>222.00</b>
					<b>27,750.00</b>



# Pay Code Report

## Account Summary

7/1/2020 - 1/31/2021

Payroll Set: 01-San Juan Water District

Account	Account Description	Units	Pay Amount
<a href="#"><u>010-010-58110</u></a>	Director - Stipend	111.00	13,875.00
		<b>010 - WHOLESALE Total:</b>	<b>111.00 13,875.00</b>
<a href="#"><u>050-010-58110</u></a>	Director - Stipend	111.00	13,875.00
		<b>050 - RETAIL Total:</b>	<b>111.00 13,875.00</b>
		<b>Report Total:</b>	<b>222.00 27,750.00</b>

**Pay Code Report**

Pay Code Summary

7/1/2020 - 1/31/2021

Payroll Set: 01-San Juan Water District

Pay Code	Description	# of Payments	Units	Pay Amount
Reg - Regular Hours	Regular Hours	34	222.00	27,750.00
		Report Total:	<b>222.00</b>	<b>27,750.00</b>

## 2019/20 Actual Deliveries and Revenue - By Wholesale Customer Agency

	July 2020 - January 2021							
	Budgeted Deliveries	Budgeted Revenue	Actual Deliveries	Actual Revenue	Delivery Variance		Revenue Variance	
San Juan Retail	6,712	\$ 1,758,028	8,298	\$ 1,886,767	1,587	23.6%	\$ 128,740	7.3%
Citrus Heights Water District	6,425	\$ 1,677,104	6,889	\$ 1,714,743	464	7.2%	\$ 37,639	2.2%
Fair Oaks Water District	4,245	\$ 1,165,445	5,345	\$ 1,254,683	1,100	25.9%	\$ 89,238	7.7%
Orange Vale Water Co.	2,133	\$ 579,647	2,558	\$ 614,073	424	19.9%	\$ 34,426	5.9%
City of Folsom	668	\$ 175,902	767	\$ 183,971	99	14.9%	\$ 8,069	4.6%
Granite Bay Golf Course	153	\$ 5,422	276	\$ 9,760	123	80.0%	\$ 4,338	80.0%
Sac Suburban Water District	-	\$ -	3,329	\$ 875,545	3,329		\$ 875,545	
<b>TOTAL</b>	<b>20,336</b>	<b>\$ 5,361,548</b>	<b>27,462</b>	<b>\$ 6,539,542</b>	<b>7,126</b>	<b>35.0%</b>	<b>\$ 1,177,994</b>	<b>22.0%</b>

Budgeted Deliveries	20,336
Actual Deliveries	<u>27,462</u>
Difference	7,126
	35%

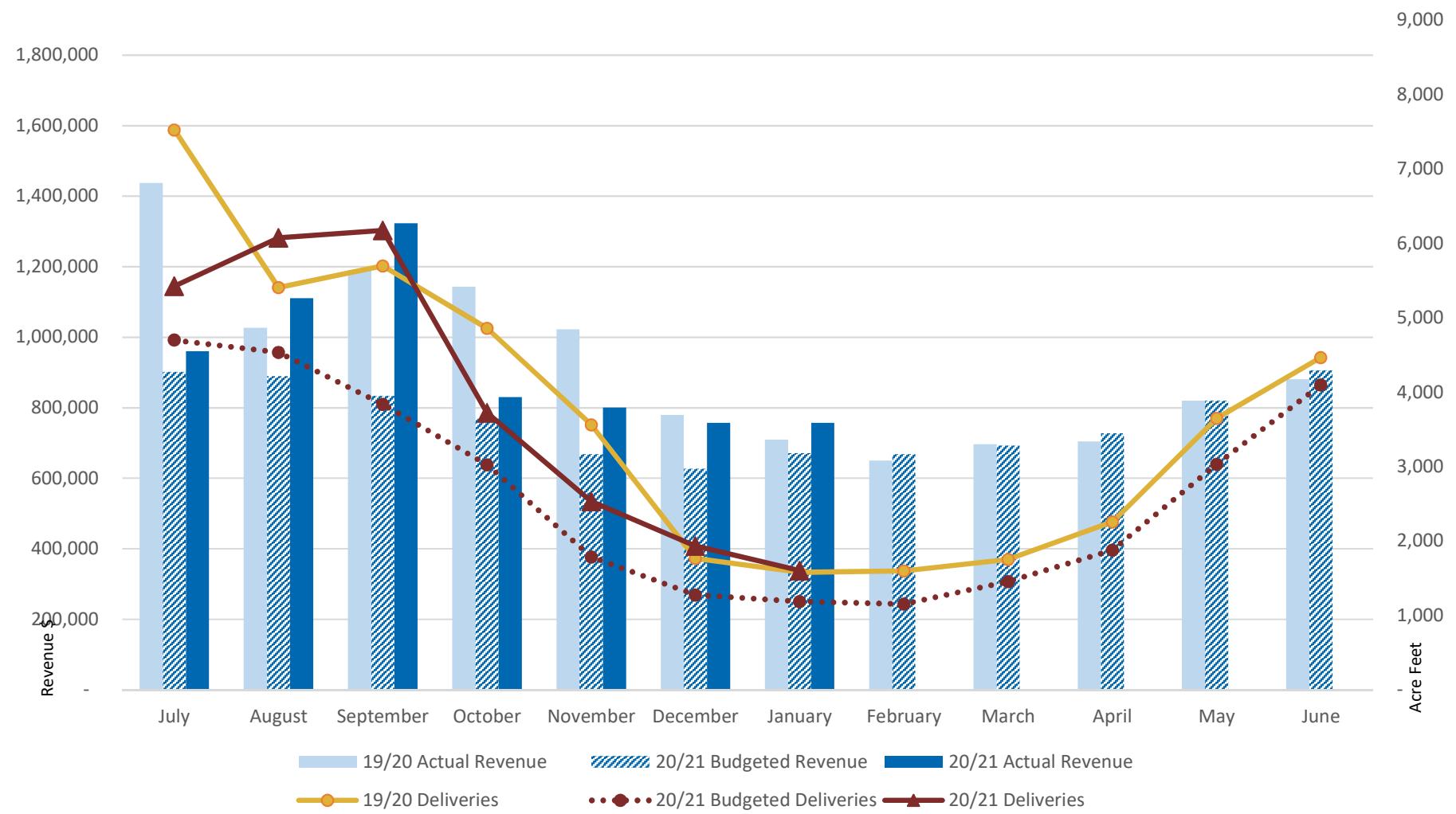
Budgeted Water Sale Revenue	\$ 5,361,548
Actual Water Sale Revenue	<u>\$ 6,539,542</u>
Difference	\$ 1,177,994
	22.0%

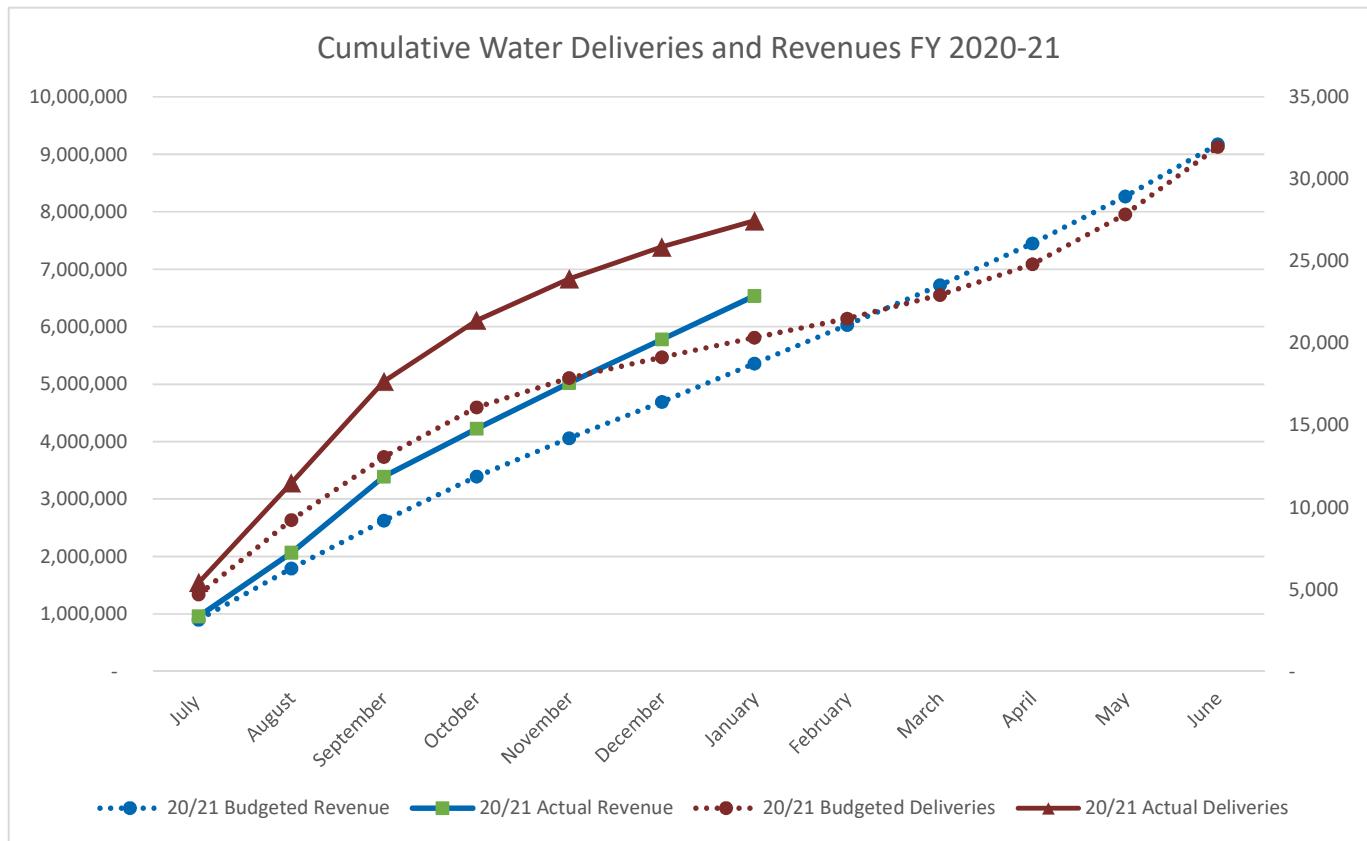
**Conclusion:**

Due to the possible effects from the COVID-19 pandemic, the budget anticipated a 10% decline in water deliveries. Those effects have not materialized. The budget did not anticipate selling water to SSWD but an agreement was reached subsequent to budget adoption. As a result, deliveries from July - January are 35% greater than anticipated in the budget and revenues outpace the budget by 22%.

Excluding SSWD, deliveries for July-January outpaced the prior year by 1,348 acre feet (5.9% increase).

## Comparison of Fiscal Year 2019/2020 Actual to 2020/2021 Projections of Deliveries and Revenue





# AGENDA ITEM VI-1.2

**Teri Grant**

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**From:** Lisa Brown  
**Sent:** Thursday, February 4, 2021 9:06 AM  
**To:** Paul Helliker  
**Cc:** Teri Grant  
**Subject:** FW: New form submission received: Contact Us

Hi,

I responded to this customer but I told him I would forward to you so that his message could be included in the next Board packet as an informational item.

Thanks,

Lisa

---

**From:** noreply@getstreamline.com [mailto:noreply@getstreamline.com]  
**Sent:** Wednesday, February 3, 2021 4:57 PM  
**To:** Lisa Brown <lbrown@sjwd.org>; Elishia Sorensen <esorensen@sjwd.org>; Devon Barrett <dbarrett@sjwd.org>; Robert Brown <rbrown@sjwd.org>  
**Subject:** New form submission received: Contact Us

## Contact Us

<b>Your name:</b>	Jose Ostdiek (for Paula Ostdiek) (916-220-6887)
<b>Your email:</b>	<a href="mailto:jostdiek@dokkenengineering.com">jostdiek@dokkenengineering.com</a>
<b>Your Address:</b>	9651 Snowberry Way, Orangevale 95662
<b>Subject:</b>	High base rate charges.
<b>Message:</b>	Hi, this message is on behalf of my 80 year old mother who lives by herself at the above address. She lives on social security. I was looking at her utility bills and secured low income rates for PG&E, SMUD, ATT internet and Sewer/Garbage (Sac County). I was hoping to do the same with SJWD but was told there is no available rate reductions for those in need. I live in Folsom and was comparing water rates to SJWD and the comparison is eye opening. Base rate per day in Folsom is \$0.60 while for SJWD it is \$2.23. The water usage charge is about \$0.92 per unit with SJWD while for Folsom it is \$1.36 (1-20 units tier 1). Looking and comparing our last bill (Folsom) with my mothers bill (SJWD). Units for us for 30 days was 6.95 with a

total bill for the month of \$27.55. - for 60 days of base rate and double water (two months) use this would be 13.9 units for a total of \$55.10 Units for my mother for 60 days was 5 with a total bill of \$129.65. What that shows is that I used almost 3 times the amount of water and pay less than half of what my mother does. Besides the fact that she has low fixed income, this just does not seem fair. This probably affects many of those who are least able to afford it with the service area of SJWD. I would appreciate it if I could be contacted and offered an explanation of why the base rate is so high and whether anything can be done to reduce the payments/bill to my mother. Thanks  
Sincerely Joe Ostdiek. P.S. I have seen your comparison of water rate charts. They are competitive for high users but for someone who lives alone and uses little water (which the charts do not show.), the chart would be very different.

[Reply / Manage](#)

Powered by [Streamline](#).

# AGENDA ITEM VII-2

## RWA Exec Comm notes

2/22/21

### Closed Session

Nothing to report.

### Mark Madison

Sacramento County has \$30.8 M in funding to assist residents with Covid expenses – water, wastewater, solid waste utility expenses. Agencies must enter into an agreement with SHRA, to allow funding to flow from SHRA for utility bills. Mary Liz Paulson at the County is the person to contact. The customers have to go directly to SHRA for to request funding.

### Dues Structure

Discussion about potential reduction of dues for San Juan (to avoid double-payment for wholesale service area), and discounts for non American River agencies (West Sacramento and Yuba City). City of Sacramento dues would increase. The Exec Committee agreed to refer the issue to the Board.

### SCGA

RWA/SGA moving to secure a facilitator, and a potential SGA staffer. The three Boards will meet soon to flesh out the topics to be discussed. The SGA Board is still expecting a workshop on the financial and governance issues.

### Office Space

Michelle Banonis does not have an office. Covid has changed the way that work happens – online meetings and working from home are now common. Potentially lease office space near the Capitol. Need to do a space needs analysis, including where RWA should be located. Recommendation to set up an ad hoc committee.

### Legislation

2200 bills introduced – 25% less than average. Last year, the number was 75% lower. Legislature continues to say that they are focused on Covid, impacts of wildfire and affordability (housing and homelessness). Two big issue areas are water affordability – SB 222, 223 (RWA has watch positions) and bond measures. Several bond measures that have yet to be developed, which focus on issue of equity.

600-700 of the 2200 bills are spot bills. Bills must have language before they are heard in committee – meetings ramp up in April. Committees generally meet three times. Ryan Ojakian reviewed proposed support/support with amendment positions on 8 bills, only one of which relates directly to water agency operations (SB 427, concerning water theft). The Exec Comm approved unanimously.

Federal Affairs Committee – directed Jim to send a letter of support for HR 535/S 91, which allow special districts to access federal Covid funds, and to support HR 1015, that

creates a grant program for recycled water projects. Exec Comm approved unanimously.

### **RWA March Board Meeting Agenda**

March 19 3-5 p.m. strategic plan workshop. Exec Comm approved agenda, with that item removed.

### **Executive Director Report**

ACWA DC Conference this Wednesday.

Coffee and conversation on March 5 – special Board meeting. Three speakers to talk about Sites (Jerry Brown), Green Means Go (James Corliss, SACOG), River Arc (Tony Firenze)

Water Forum negotiations – 2x4 committee to discuss questions related to a proposed modeling effort

**Director reports** – Carmichael – new employees

# ACWA UPDATE ON PRIORITY ISSUES

A high-level look at recent ACWA activity and initiatives.



## AGENDA ITEM VII-3.1

FEBRUARY 2021

### Federal COVID-19 Relief Funding

Thanks in part to advocacy by ACWA and a broad coalition, the COVID-19 stimulus bill contains \$638 million to help low-income families cover the costs of their drinking water and waste water utility bills. The program, to be run through the Department of Health and Human Services, will provide grants to states and tribes, who in turn will provide funds to owners or operators of public water systems or treatment works to reduce arrearages and rates to low-income households.

On Feb. 2, ACWA and other statewide associations submitted a letter to Gov. Gavin Newsom requesting a meeting to discuss how to expedite distribution of California's share of the \$638 million. ACWA will continue to work with state officials on this issue. The full coalition letter is available at [www.acwa.com/resources](http://www.acwa.com/resources).

#### STAFF CONTACT

**David Reynolds**  
Director of Federal Relations  
[davidr@acwa.com](mailto:davidr@acwa.com)

**Adam Quiñonez**  
Director of State Relations  
[adamq@acwa.com](mailto:adamq@acwa.com)

### State Water Board Surveys of COVID-19 Financial Impacts

In January, State Water Resources Control Board staff presented the results of two statewide surveys on the COVID-19 financial impacts on California water systems, estimating at least \$600 million in customer drinking water debt. State Water Board staff estimated "household debt" as at least \$1 billion, but that estimate included debt for other services, such as electricity and trash services that are all included on one bill at some utilities. Staff also estimate that up to 25 small/medium water systems may require emergency financial assistance within six months. The survey results were based on 406 responses from small and medium water systems with fewer than 10,000 connections and 131 responses from large systems with more than 10,000 connections.

ACWA encouraged member agencies that were contacted as part of the survey efforts to participate. ACWA staff will continue to engage in this issue and keep members apprised. ACWA has a working group that is providing input on issues related to the suspension of shutoffs, including the financial impacts and federal and state action.

#### STAFF CONTACT

**Cindy Tuck**  
Deputy Executive Director for Government Relations  
[cindyt@acwa.com](mailto:cindyt@acwa.com)

### Water Infrastructure Investment

On Jan. 12, a national coalition including ACWA and more than 200 agricultural organizations and urban and rural water districts sent letters to then President-elect Joe Biden and congressional leadership urging them to address aging Western water infrastructure in any potential infrastructure or economic recovery package.

The coalition encouraged the federal government to invest in a diversified water management portfolio that enhances water supply and quality for urban and environmental uses while keeping water flowing to Western farms. Beyond financial support, the coalition also called on the federal government to ensure the timely construction of water projects by streamlining the regulation and permitting processes. The letters are available at [www.acwa.com/resources](http://www.acwa.com/resources).

#### STAFF CONTACT

**David Reynolds**  
Director of Federal Relations  
[davidr@acwa.com](mailto:davidr@acwa.com)

### PFAS Regulatory Determination

On Jan. 19, the U.S. Environmental Protection Agency (EPA) announced a [final regulatory determination](#) to set a drinking water standard for PFOA and PFOS, two types of PFAS or "forever chemicals," under the Safe Drinking Water Act. This kicks off the federal rulemaking process to set enforceable drinking water standards for these two contaminants.

EPA previously announced its intention to regulate these chemicals in its fall 2020 Unified Agenda, a biannual document that outlines anticipated regulatory activity for the coming year. Currently, EPA maintains an unenforceable Public Health Advisory that identifies 70 parts per trillion as a threshold level for both PFOS and PFOA in drinking water systems.

ACWA will continue to track this developing issue under the Biden Administration.

#### STAFF CONTACT

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**Adam Quiñonez**  
Director of State Relations  
[adamq@acwa.com](mailto:adamq@acwa.com)

## Water Use Efficiency Updates

ACWA met with representatives at the Department of Water Resources to discuss the indoor and outdoor water use efficiency standards. DWR is expected to release the draft indoor water use standards this month. ACWA continues to ramp up coordination meetings with members on the state's development of indoor, outdoor, and water loss water standards, and variances and bonuses.

### STAFF CONTACT

#### Chelsea Haines

Regulatory Relations

Manager

[chelseah@acwa.com](mailto:chelseah@acwa.com)

## Governor Newsom 2021-22 Budget

Gov. Gavin Newsom last month released his proposed 2021-'22 State Budget that includes a priority for funding climate resilience, including categories of special interest to ACWA members such as improved forest health, restoration of ecosystems, sustainable groundwater management and safe drinking water.

The \$227 billion budget proposal focuses on several state priorities, including funding for economic recovery, education, health care, housing and immediate COVID-19 response and relief efforts. It does not include a climate resilience bond, as the Governor included with last year's budget proposal but was sidelined due to COVID-19 priorities. ACWA and other organizations are working on legislative language in support of a climate resilience bond for the November 2021 ballot. The statutory deadline for the Legislature to pass a budget is June 15.

### STAFF CONTACT

#### Adam Quiñonez

Director of State

Relations

[adamq@acwa.com](mailto:adamq@acwa.com)

## Federal Lead and Copper Rule

On Jan. 15, EPA published the final Lead and Copper Rule (LCR) that is scheduled to go into effect on Mar. 16. However, the Biden Administration issued a regulatory freeze for numerous federal regulatory actions to allow for additional agency review. The LCR is covered by this freeze, meaning the rule and its effective date may be subject to change.

Unless the regulatory review halts implementation of the LCR, it will become the first significant update to regulations governing lead in drinking water in nearly 30 years. The final rule maintains the federal action level for lead in drinking water at 15 parts per billion (ppb), the point at which water systems must begin replacing lead service lines. It adds a trigger level of 10 ppb that requires water systems to reassess their water treatment processes and potentially add corrosion-control measures. The rule also requires water utilities to notify customers within 24 hours of system-wide lead concentrations exceeding action levels, requires utilities to replace 3% of lead service lines (previously 7%) in communities where high lead levels are discovered, and mandates testing in elementary schools and child care facilities for the first time at the national level.

If the regulation goes into effect, ACWA regulatory advocates will be working with the State Water Board on how the new federal regulation will be implemented in California.

### STAFF CONTACT

#### Madeline Voitier

Federal Relations

Representative

[madelinev@acwa.com](mailto:madelinev@acwa.com)

## California Water Commission Water Conveyance Infrastructure

The California Water Commission (Commission) intends to produce a white paper, including recommendations for state policy makers, describing key issues and mechanisms to consider as they assess the state's role in financing water conveyance infrastructure. The paper will describe the essential criteria for water resilience water conveyance projects that meet the needs of a changing climate, the potential public benefits of such a project, and the implications of various funding options. The Commission held a series of regional workshops last month to solicit stakeholder input.

ACWA has met with Commission staff to provide input on financing conveyance and, with input from the ACWA working group, expects to submit recommendations this month to the Commission.

### STAFF CONTACT

#### Chelsea Haines

Regulatory Relations

Manager

[chelseah@acwa.com](mailto:chelseah@acwa.com)

## **ACWA-Sponsored SB 323 (Caballero)**

ACWA is urging members to support SB 323, which would improve financial stability for public agencies by creating a statute of limitations for legal challenges to water and sewer service rates. ACWA is sponsoring the bill and Senator Anna Caballero (D-Salinas) is the author. Member agencies can join ACWA's coalition letter supporting SB 323 by contacting ACWA Legislative Advocate Kristopher Anderson at [krisa@acwa.com](mailto:krisa@acwa.com). A [fact sheet](#) with more information about the bill is also available at [www.acwa.com](http://www.acwa.com).

### **STAFF CONTACT**

**Kristopher Anderson**  
Legislative Advocate  
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## **Deadline to Apply for ACWA Spring Awards March 1**

ACWA is still accepting applications for its 2021 Spring Awards. Eligible Members are encouraged to submit nominations and/or applications for the ACWA Excellence in Water Leadership Award and the Clair A. Hill Agency Award for Excellence. The awards will be presented during ACWA's 2021 Virtual Spring Conference being held May 12-13. Deadline to apply is March 1.

### **STAFF CONTACT**

**Caroline Minasian**  
Communications Specialist  
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## **Upcoming Events - Visit [www.acwa.com/events](http://www.acwa.com/events) for more**

- **ACWA DC2021, Washington D.C. Virtual Conference** - Feb. 24
- **ACWA 2021 Virtual Legislative Symposium** - March 11
- **ACWA DC2021, Federal Water Issues Webinars** - March 17, 24 & 21
- **ACWA 2021 Virtual Spring Conference and Exhibition** - May 12-13

# AGENDA ITEM VII-3.2

## Finance & Audit Committee Structure

The Executive Committee approved changing the structure of the Finance and Audit Committee to match the other JPIA Program committees by adding two Executive Committee members to sit as Chair and Vice Chair and keeping other members of the Committee as staff members, and submit to the Board of Directors for a change to the By-Laws.

## Rate Stabilization Funds

Mr. deBernardi reported that total refunds to members with no changes to the Rate Stabilization Fund (RSF) calculation are anticipated at \$8.9 million. Staff has projected that member refunds may not continue past 2022 where the hard market for both the Property and Liability Programs is likely to put the funding backwards. To smooth the refunding process, staff proposed changing the refund calculation by modifying the target balance of RSF accounts from 50% of their basic Liability Program premium to the proposed 70%. This change revises member refunds to \$6.2 million. These refunds will go out to approximately 195 active members. The grounds for these refunds are largely due to Workers' Comp policy year 2016/17 (\$5.2 million) and Liability policy year 2016/17 (\$3.8 million) having favorable adjustments. Property retrospective premium adjustments of approximately \$100,000 were excluded from the process this year to reduce the anticipated amounts due from Property Program members for policy year 2018/19. The Executive Committee approve changing the balance exceeds threshold from 50% of the basic Liability Program premium to 70% and approve approximately \$6.2 million refunds to members as a result of the change to the 70% threshold.

## Liability, Property, Workers' Compensation Claims Audit

Mr. Sells reported that the latest claims audit was completed September 2020. The packet included the Executive Summary from the auditors. All programs received an average rating of 99 (out of 100) or above.

## CEO and Directors Update

Mr. Sells and JPIA Directors updated the Executive Committee on relevant current issues. Those discussed were:

- Return to work schedule for staff
- Spring Conference
- Claims Department recruitment of Sr. Claims Adjuster
- Property, General Liability, and Cyber Liability renewals
- Software challenges
- California Water Insurance Fund (CWIF) audit
- Training Department update
- Human Resources webinars
- Current staff activities
- COVID vaccine update
- Workers' Compensation COVID cases

## Insurance Market Update

Mr. Sells provided a short update on the state of the insurance market. The excess/reinsurance market for the Liability and Property Programs continues to be very challenging. Both JPIA programs saw significant increases in the costs of the

excess/reinsurance purchased for the 2019/20 and 2020/21 policy years. Looking forward to the 2021/22 policy years, the current projections are anticipating continued increases in the excess/reinsurance costs. The exception to the rising costs is the Workers' Compensation Program. Current indications are that excess pricing will remain stable. A meeting with insurance brokers will take place in the next few weeks with the Property Program renewal as the first to be addressed.

General Counsel Report

Mr. Greenfield reported on some of the new legislation or case laws which may have an impact on the JPIA.

# AGENDA ITEM VIII-1

## DRAFT

### Engineering Committee Meeting Minutes San Juan Water District February 10, 2021 4:30 p.m.

**Committee Members:** Marty Hanneman, Chair  
Ted Costa, Member

**District Staff:** Paul Helliker, General Manager  
Tony Barela, Operations Manager  
Donna Silva, Finance Director  
Andrew Pierson, Engineering Services Manager  
Adam Larson, Field Services Manager  
Mark Hargrove, Senior Engineer  
Rob Watson, Retired Annuitant  
Teri Grant, Board Secretary/Administrative Assistant

**Topics:** Reservoir Outage Temporary Tanks Project – Construction Management/Inspection Services (W)  
Hinkle Reservoir Liner and Cover Replacement Project Update (W)  
Retail Water Master Plan Presentation (R)  
Other Engineering Matters  
Public Comment

#### **1. Reservoir Outage Temporary Tanks Project – Construction Management/Inspection Services (W)**

Mr. Barela provided the committee with a staff report which will be attached to the meeting minutes. He explained that ICM is the Construction Manager for the Temporary Tank Project and, due to delays by the District, additional time was needed to complete the project. In addition, an additional scope of work was needed to help cover the District's Construction Inspector's medical leave and for modifications to the tank.

The Engineering Committee recommends a motion to authorize and approve a contract amendment to Inferrera Construction Management Group, Inc. for Construction Management & Inspection Services during Construction of the Hinkle Reservoir Outage Temporary Tank Project

#### **2. Hinkle Reservoir Liner and Cover Replacement Project Update (W)**

Mr. Pierson informed the committee that the 95% design comments were returned to HDR and he will be meeting with them on February 11<sup>th</sup> to review the contractual agreements. The project is on schedule with the bid documents being available in March and award of the contract in May.

#### **3. Retail Water Master Plan Presentation (R)**

Mr. Barela provided a brief presentation to the committee on the Retail Water Master Plan. He informed the committee that HDR was contracted in 2019 to complete the master plan for the District. He reviewed the background, system piping and hydraulic connectivity, service lateral replacements, and system storage. The committee discussed the timeline for the service lateral replacements, and Mr. Barela explained that the cost to replace the service laterals is approximately \$1.4 million for 85 per year.

Mr. Barela informed the committee that there are approximately 750 ARVs in the system that do not have vents and will eventually need to be moved and vented. He explained that this plan starts the process to address a 20-year program to mitigate this situation.

Mr. Barela informed the committee that HDR also evaluated the Stoneridge Tank site. He explained that there is a joint agreement with the City of Roseville for this site; however, it was never finished due to cost issues and location of the storage tank. He reported that this might be an option for wholesale storage which will be evaluated during the update of the wholesale master plan.

Mr. Pierson reviewed some of the retail pipeline projects that are on the plan and explained that staff has created a timeline for the retail projects which will be spread out over the years in order to level out the retail expenses. Mr. Barela explained that the meter replacement costs are not included in the retail master plan since those costs were evaluated by another consulting firm and will cost approximately \$610,000 per year. Ms. Silva informed the committee that the financial plan is being completed this year and will address the costs presented in the retail master plan and the meter replacement project.

#### **4. Other Engineering Matters**

There were no other matters discussed.

#### **5. Public Comment**

There were no public comments.

The meeting was adjourned at 5:23 p.m.

## AGENDA ITEM VIII-2

**Finance Committee Meeting Minutes  
San Juan Water District  
February 23, 2021  
4:00 p.m.**

**Committee Members:** Ted Costa, Director (Chair)  
Marty Hanneman, Director

**District Staff:** Paul Helliker, General Manager  
Donna Silva, Finance Director  
Adam Larsen, Field Services Manager  
Teri Grant, Board Secretary/Administrative Assistant

**1. Review General Manager Reimbursements (W & R)**

There was no reimbursement request from the General Manager.

**2. Review Check Register from January 2021 (W & R)**

The committee reviewed the January 2021 check register and found it to be in order. In response to Director Hanneman's request, GM Helliker will provide more information regarding the Water Education Foundation annual charges. In addition, Ms. Silva will provide the committee with the last three months of invoices from BKS and the staff spreadsheet at the next committee meeting. At Director Hanneman's request, Ms. Silva will look into re-sorting the check register report for the next committee meeting either by date order or alphabetically by vendor.

**3. Treasurers Report Quarter Ending December 31, 2020 (W & R)**

Ms. Silva provided a staff report which was included in the Board packet. She explained that the purpose of the treasurer's report is to update the Board and the public on the status of the District's cash balances and investments.

**4. Vehicle #24 Replacement (R)**

Mr. Larsen provided a staff report which will be attached to the meeting minutes. He explained that there is a need to replace vehicle #24 and informed the committee that this was an item in the FY2020-21 budget.

*The Finance Committee recommends consideration of a motion to authorize the purchase of a replacement vehicle for vehicle #24 with a Ford F450, with Scelzi utility bed, and Auto Crane from Downtown Ford, in the amount of \$95,841.86*

In response to Director Costa's comment, GM Helliker will research the Governor's Executive Order regarding the District having a Clean Vehicle Transition Plan.

**5. Other Finance Matters (W & R)**

There were no other matters discussed.

**6. Public Comment**

There were no public comments.

The meeting was adjourned at 4:17 p.m.