

NOTICE

OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF ALLEGHANY COUNTY WATER DISTRICT

Date: Tuesday July 11, 2017 Time: 6:00 pm

Location: Alleghany Firehouse 105 Plaza Ct. Alleghany

This agenda has been prepared and posted at least 72 hours prior to the regular meeting of the Board of Directors in accordance with the Ralph M. Brown Act. Agenda items are numbered for identification purposes only and will not necessarily be considered in the indicated order. Details and supporting materials concerning agenda items are available for public reference in the box at the Post Office or by calling 530-287-3204 or email: alleghanywater@gmail.com

1. Call to Order & Establish a Quorum

2. Consent Calendar

- a) Approval of the agenda
- b) Reading and approval of the minutes for the regular meeting dated June 13, 2017
- c) Ratification of Treasury Report and bill payments for June 2017.

3. **Public Response Time** –The public may be heard before or during the consideration of any agenda item to be considered by the board, subject to reasonable time limitations for each speaker. Members of the public may address matters under the jurisdiction of the Board of Directors, and not on the posted agenda, provided that no action shall be taken by the board unless the matter is deemed urgent by a 2/3 vote.

4. Information/Discussion Items

- a) Correspondence
- b) Board Member or Special Committee Reports
- c) Staff Reports – included in packets
- d) Historical Church/Library Report – Wiring to be done by ATB in September.
- e) Park Report -
- f) SRF Projects Update – included in packets

5. Unfinished Business (Discussion & Possible Action Items):

- a) Customer Accounts/Billings/Disconnects. Five ten-day notices were mailed on May 15th, all paid.
- b) Ordinances, Policies & Procedures and Bylaws: Consider revision to Policy #1 and repealing Policy #2
- c) Gate on Bucket Club driveway
- d) Vacancy on the board
- e) Secretary Position – deadline to apply July 10th.
- f) General Manager Job Description and Clarification of time to be billed to STATE FUNDED PROJECTS GRANT for payment.

6. New Business (Discussion & Possible Action Items)

- a) CSDA Ballot
- b) Ratification of Contract Extension for Meter Reader (missed at May 9th meeting when all other contracts were extended). Contract would have terminated on June 30th if an extension was not signed.
- c) Appoint Vice President
- d) Church building lease for library renewal (if it arrives in time for the meeting)

7. Next meeting date, Items for next Agenda & Adjournment. Next regular meeting, August 8, 2017

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**Minutes of the Regular Meeting of the Alleghany County Water District Board of Directors
Tuesday, June 13, 2017 Alleghany Firehouse, 105 Plaza Court Alleghany**

1. Call to Order & Establish a Quorum The meeting was called to order by President Mehrmann at 6:03 pm. Present were Directors: Tobyn Mehrmann, Robbin DeWeese & Madeleine Hamb as well as Water Treatment Operator Bruce Coons & General Manager Rae Bell Arbogast who took the minutes. Public present: Ernest & Nancy Finney, Jan Sticha, Vickie Tenney & Becky Wilkerson.

2. Consent Calendar

A motion to approve the Consent Calendar was made by Robbin DeWeese, Tobyn Mehrmann seconded. Ayes: Hamb, Mehrmann, DeWeese Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed

3. Public Response None

4. Information/Discussion Items

a) Correspondence: Incoming: Letter from State Controller welcoming ACWD to the Uniform Construction Cost Accounting Program **Outgoing:** Certification sent to the State Water Resources Control board stating that Alleghany is a disadvantaged community in order to get our annual “per service” fee reduced from \$330 (the bill shows 55 services at \$6.00) to a flat rate of \$100 per year.

b) Board Member or Special Committee Reports: None

c) Staff Reports: General Manager’s and Water Treatment Operator’s reports attached to these minutes. Additionally Bruce reported that he is very pleased with the driven pipes and that Larry Vieira has offered to assist with any tractor work needed to stabilize/bury the exposed pipes and manifold.

d) Historical Church/Library Report: Two estimates were received for re-wiring the Church as included in the General Manager’s report. A motion was made to hire ATB Plumbing and electric to do the job. **Motion was made by Robbin DeWeese, Madeleine Hamb seconded. Ayes: Hamb, Mehrmann, DeWeese Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed**

e) Park Report: The mosaic is “in progress” and looks very nice.

f) SRF projects update: Report attached to these minutes.

5. Unfinished Business

a) Customer Accounts/Billings/Disconnects: Five 10-day notices were mailed on May 15th all paid.

b) Ordinances Policies and Procedures Nothing prepared in time for meeting.

DRAFT

c) **Status of list of volunteer helpers:** No change, two people are on the list.

d) **Gate on Bucket Club driveway** The gate has not been opened yet. Tobyn to follow-up.

e) **Appoint Interim Secretary** The deadline to apply for the paid position is July 10th. One party has expressed an interest in doing it for the summer only. Until the deadline is up, and to fill the interim, Rae Bell offered her services at the going rate with the authority to appoint a deputy. **Motion was made to appoint Rae Bell Arbogast as Interim Secretary with the authority to appoint a deputy by Madeleine Hamb, Robbin DeWeese seconded. Ayes: Hamb, Mehrmann, DeWeese Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed**

e) **Vacancies on the Board** Since nobody was appointed at the Special Meeting held on June 6th two seats are up for appointment. Jan Sticha withdrew his application since the last meeting. Nancy submitted a second application for the more recent vacancy so had applications in for both spots. **A motion was made to appoint Nancy Finney to the board, to fill the first vacancy, by Madeleine Hamb, Robbin DeWeese seconded. Ayes: Hamb, Mehrmann, DeWeese Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed** It was noted that she would be given her oath of office at the next meeting.

A motion to extend the deadline to apply for the second board vacancy, as long as allowed by law, was made by Robbin DeWeese, Tobyn Mehrmann seconded. Ayes: Hamb, Mehrmann, DeWeese Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed

6. New Business

a) **Request from General Manager to be paid for time that can be billed to the State Funded Projects.** Rae Bell requested that she be allowed to bill the district at a rate of \$20 per hour as an independent contractor for all time spent administering the State Funded projects. It was explained that this would not impact the district's budget because it would be reimbursed by the State. This is allowed under the project budget and would be billed to the line item "administration". (See General Manager's report attached) **A motion to authorize a contract to the General Manager to bill time directly related to the State Funded projects at a rate of \$20 per hour was made by Robbin, Tobyn seconded. Ayes: DeWeese, Hamb, Mehrmann Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed**

b. **Preliminary Budget adoption** A draft preliminary budget as attached to these minutes was presented by the General Manager. **A motion to adopt the preliminary budget as presented was made by Robbin, Madeleine seconded. Ayes: DeWeese, Hamb, Mehrmann Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed**

c. **Weed-eating contract** After a discussion about what the district policy has been for hiring help and what is allowed under the new Policy #6 **A motion to authorized the General Manager to negotiate a contract for weedeating with Felton Landscaping LLC was made by Robbin DeWeese 2nd by Madeleine Hamb. Ayes: DeWeese, Hamb, Mehrmann Nays: 0. Absent: 0 Abstain: 0 Vacant: 2. Motion Passed**

To save paper left last item off - Next mtng date 7/11/17

Adjourned at 7:17 pm

Alleghany County Water District

MAIN ACCOUNT Beginning Balance \$ 4,419.95

Deposits

Date	From:	For:	Amount
6/2	Customers	Water	\$ 375.00
6/23	Customers	Water	\$ 1,247.21
6/30	Customers	Water	\$ 790.11

Deposits Total \$ 2,412.32

Expenditures

Ck #	Date	To:	For:	Amount
EFT	6/5	Tri-Counties Credit Card	Pumphouse Repair parts	\$ 639.64
5146	6/13	Bruce Coons	Mileage	\$ 42.80
5147	6/21	AT&T		\$ 17.94
5148	6/21	B&C	Supplies	\$ 178.24
5149	6/21	VOID		
5150	6/21	Cranmer	Water Tests	\$ 84.00
5151	6/21	Ed Snyder	WDA May Bill	\$ 210.00
			WDA Services	\$ 156.00
			Planning Project Reimburse	\$ 54.00
5152	6/21	Edda Snyder	Bookkeeper May Bill	\$ 100.00
5153	6/21	HACH	Chemicals	\$ 274.90
EFT	6/26	PG&E	Pumphouse	\$ 188.48
EFT	6/27	Tri-Counties Credit Card	Pumphouse Repair parts	\$ 216.75
5154	6/30	Bruce Coons	WTO June Bill	\$ 515.61
			WTO Contract	\$ 250.00
			Mileage	\$ 78.11
			Planning Project Reimburse	\$ 127.00
			Other Labor (Leak Detection)	\$ 60.00

Expenditures Total \$ 2,468.36

Ending Main Account Balance \$ 4,363.91

Amount on Loan from Non-enterprise acc. (\$3,000)

Enterprise-only fund balance \$ 1,363.91

NON-ENTERPRISE ACCOUNT Beginning Balance \$ 10,889.99

Deposits

Date	From:	For:	Amount
			Deposits Total \$ -

Expenditures

Ck #	Date	To:	For:	Amount
EFT	6/26	PG&E	Church	\$ 10.51
	6/30	Adjustment	May report - beginning balance typo	\$ 0.50
			Expenditures Total \$ 11.01	

Ending non-enterprise Account Balance \$ 10,878.98

Amount on Loan to Main acc. \$3,000

Non-enterprise fund balance \$ 13,878.98

Historical Church/Park Tracking

Historical Church START	\$ 9,041.71	Income	Expenses	Balance	PARK START	Date	Income	Expenses	Balance	TOTAL
July			\$ 9.86	\$ 9,031.85		July			\$ 2,386.87	\$ 11,418.72
August			\$ 9.85	\$ 9,022.00		August		\$ 187.04	\$ 2,199.83	\$ 11,221.83
September	\$ 1,500.00		\$ 10.58	\$ 10,511.42		September			\$ 2,199.83	\$ 12,711.25
October	\$ 1,620.00		\$ 9.54	\$ 12,121.88		October			\$ 2,199.83	\$ 14,321.71
November	\$ 896.00		\$ 1,225.74	\$ 11,792.14		November			\$ 2,199.83	\$ 13,991.97
December			\$ 10.87	\$ 11,781.27		December			\$ 2,199.83	\$ 13,981.10
January			\$ 10.18	\$ 11,771.09		January			\$ 2,199.83	\$ 13,970.92
February			\$ 9.53	\$ 11,761.56		February			\$ 2,199.83	\$ 13,961.39
March			\$ 10.51	\$ 11,751.05		March			\$ 2,199.83	\$ 13,950.88
April	\$ 130.00		\$ 181.54	\$ 11,699.51		April			\$ 2,199.83	
May			\$ 9.85	\$ 11,689.66		May			\$ 2,199.83	
June			\$ 10.51	\$ 11,679.15		June			\$ 2,199.83	
Histor. Church BALANCE				\$ 11,679.15		PARK BALANCE			\$ 2,199.83	\$ 13,878.98
								Loan to main acc		\$ (3,000.00)
								Actual Checking balance		\$ 10,878.98

**Alleghany County Water District
 Water Treatment Operator Report
 For meeting date July 11, 2017
 by Bruce Coons**

Water Test Results for July (monthly Bacteria testing)

Both Raw and Treated Water Absent

Total Treated Water Production for the month of June: 293,819 gallons

(this is a correction to last month's report)

Average Raw Water Flow into sump (GPM) JUNE forward is from driven pipes.

(Corrected for May which was put under June last month)

March 2017	April 2017	May 2017	June 2017	July 2017	Aug 2017	Sept 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2017	Feb 2017
92	95	138.2	127								

1. Since the last report it was determined that there is no leak on the lower road. It is ground water.
2. Aqua Sierra Controls is scheduled to come on Monday the 10th to look at the pump relay problem. They have to look it over before they can provide an estimate for the work.
3. Per our testing schedule with the State: Trihalomethanes & Haloacetic acids, Nitrate and Perchlorate tests have to be done this month. The total cost of these test is \$490
4. Lead and Copper Samples were taken to the lab on June 29th. By doing it twice last fiscal-year (ended June 30th) AND assuming the results are as expected, the State will allow us to switch to an every 3rd year schedule. This test costs \$225.
5. Checked the turbidity on each individual driven pipe and they are all similar.
6. Capped off driven pipes # 6 and 7 due to low flow and contamination concerns. Also capped off another one that had no flow (not numbered). #8 is going to be plumbed into the manifold soon.
7. Fence at Ram Spring has been re-tensioned and gate re-hung. (This needed to be done after the drillers finished).
8. Old spring number 2 was burping air and water and it was capped off.
9. A couple of customers reported cloudy water which turned out to be air. This is a common occurrence that can be caused by several factors such as: the force of the water going into the sump OR cavitation of the pump or a bad impellor and/or changes in water temperature. The situation is being monitored. It does not affect the safety of the water in any way.

Alleghany County Water District General Manager (GM) Report July 2017

Prepared by Rae Bell

The annual water rights report which is due on June 30th of each year was filed on June 27th.

Payment Drop Box A location for the drop box was selected on June 21st. The county has offered to help dig the hole for the post.

Weedeating contract A contract was signed with Felton Landscaping LLC for a total of \$315 broken out as follows: \$150 for the park \$125 for 50% of the pumphouse including putting down weedblock fabric (Bruce to do other 50%) and \$40 for the Bucket Club Lot. The work is to be completed no later than July 21st.

Note: The \$150 for the park was missed on the preliminary budget and will need to be incorporated into the final budget.

Agenda item 4d Rewire Church ABT Plumbing and Electric was notified that their quote was accepted by the board. They have the job scheduled for the week of Sept. 18th

Agenda item 5d Board Vacancy My board seat was officially vacated on May 9th. The ACWD Board is supposed to appoint within 60 days which ends on July 8th. Between 61 and 90 days the Board of Supervisors are supposed to appoint to fill the vacancy. If the seat is not filled within 90 days (August 8th) the district is supposed to call for an election. If there are no applicants this seems like a waste of time and money. The rules are not designed for instances when nobody wants the job. The board could opt to do what all of the other small districts in the County do in this circumstance and that is nothing.

Agenda item 5f General Manager Position A board member requested further clarification about what hours I will be billing to ACWD and **below is an excerpt from the report that was included in the June meeting packets when it was voted on:** Planning Project Hours I am requesting that the board approve a contract for services for the General Manager Position in the same format as our other contracts. ***The only compensation will be for hours that can be billed directly to the State.*** (emphasis added)

My hours will be billed to the Project(s) under the "Legal/Administration" line item which currently has \$8,076.14 remaining for the Planning Project. \$10,000 has been allocated to this same category for the Tank Construction Project. I will bill at a rate of \$20 per hour as an independent contractor beginning on June 14, 2017. Draft contract included in packets.

This will not impact ACWD's budget in any way, because the planning project income and expenses are not included in the budget. (All related expenses are paid on a reimbursement basis so it is a "wash").

Not having the State Funded Projects on the ACWD budget makes it easier for us to see what we need to see, and that is the financial results of our ongoing operation.

Agenda item 5f continued....General Manager (GM) Job Description At the special meeting held on February 28th when we defined the position of General Manager separately from the position of President it was noted that we only had a “Preliminary Job Description” for the GM. A board member requested that it be placed on this month’s agenda to further define the GM position.

From the February 28th meeting packet:

“Preliminary Job Description for General Manager

Required skills:

- Proficient in the use of Microsoft WORD, Excel and Quickbooks accounting software.
- Knowledge of Generally Accepted Accounting Principles and Standard Business Practices.
- Ability to track and facilitate the completion of scheduled tasks with district staff.

Position reports directly to the ACWD Board. Position oversees Water Treatment Operator and Bookkeeper.”

- END OF QUOTE FROM FEB 28th

(The calendar of deadlines was used to separate the jobs at the February 28th meeting)

The following is included in this month’s meeting packet to assist with developing a GM job description:

- Pertinent sections of the enabling legislation for COUNTY WATER DISTRICTS
- An updated Calendar that shows what I am currently handling.
- Draft written contract for services based on June 13th board approval

The other thing that needs to be examined is our Ordinances. Which brings us back to the huge task before us of sorting out which Ordinances are and are not active. (Many have been amended and some have been repealed and others simply no longer apply for various reasons such as changes in structure and changes in law). Some preliminary work has been done but this is a job for the “Committee of the Whole” and/or anybody who wishes to take it on.

Along the lines of the ordinances and to refresh everybody’s memory, I have also included an updated Priority List from the Committee of the Whole meetings. Yellow highlights are things that have come up since we last met.

Assigned to	Description	Due	frequency
Bookkeeper/GM	Provide all documents to auditors for audit Present insurance renewal information to the board for approval	July	Annual
General Manager	Dept. of Drinking Water (DDW) Annual Report Preliminary budget presentation	April 30th May or June	Annual Annual
General Manager	Consumer Confidence Report	June 1st	Must be mailed with June bill at the latest and sent to the State by July 1st.
General Manager	Water Rights Report	June 30th	Annual, due date is for the previous year
General Manager	Final Budget presentation - Public Hearing	Sept. meeting at latest	Annual
General Manager	Check phone messages/emails	Daily	Weekdays
General Manager	Prepare contracts and contract renewals	June 30th	This is for the regular contractors, WTO, WDA, Bookkeeper, Secretary, GM and Meter Reader
GM/WTO	Bacteria Sample Site Plan (BSSP)		2024: Every 10 years or as needed.
GM/WTO	Water Quality Emergency Notification Plan		N/A As needed if there are staff changes or any other changes
Secretary/GM	Statement of Facts - Secretary of State filing	within 10 days of a change	whenever there is a change to either the officers or directors
Secretary/GM	Notification of Vacancy- Sierra County Clerk	within 15 days of vacancy	
Secretary/President	Agenda prep/posting per Brown Act		Monthly

ACWD List of needed Policies and Procedures (P&P's) PRINT DATE 7/6/17

- ~~Banking and check writing~~
- Procedure/authorization for WTO to hire outside help (have in place) Need to update.
- Procedure/authorization for WTO to make discretionary and emergency expenditures.
- Hiring Policies and Procedures (currently we post an opening for a minimum of 30 days on the bulletin board at the post office) Need to incorporate information on the fact that contracts must be negotiated in open session. New Policy # 6 Uniform Construction Cost Accounting Procedures takes care of some of this.
- Record Retention (use Secretary of State guidelines)
- ~~Vacancies (this might go in by laws, is regulated by code)~~
- Public Record Request Policy A draft was presented to board on 9/8/15 but have not followed-through with adoption, (found possible problem with charges listed). It was discussed again on _____ (find notes)
- ~~Conflict of Interest Policy (have)~~
- Code of Ethics/values/Norms or Board Conduct (CSDA recommendation)
- ~~Financial Reserves Policy (we don't have any financial reserves at this time) CRWA recommends 3 to six months of operating expenses be held in reserve.~~
- ~~Budget timeline and public hearing requirement (per State, preliminary budget must be adopted by June 30th for following fiscal year and final budget must be adopted by Oct 1st)~~
- ~~Election process (the bylaws say we shall write a policy for this) should include new board members appointed to fill vacancies as well (what needs to be done when)~~
- Ordinance adoption process. What I know so far: Ordinances should only be adopted at regular meetings unless it is an emergency ordinance. They must be read once then a vote can be taken at the next regular meeting. The code that regulates water districts says it only has to be published in a newspaper if one is published WITHIN the district boundaries, so this lets us off the hook for having to publish in the paper, we do however have to post it in 3 public places within 15 days of adoption but I don't know how long it has to stay posted.
- ~~Payment Plans (ordinance #33 says we will do a policy for this)~~
- ~~Leak debt adjustment (forgiveness) historically the board has been willing to write off 50% of debt caused by a leak as long as the customer comes to a board meeting and makes the request in person. However, there is no written policy for this.~~
- ~~Bounced Check Policy~~
- ~~Tenant defaults on bill > Owner responsibility (I verified that for water utilities this is legal via Nick Clair the legal analyst for CSDA. A lien can be placed on the property if unable to collect.)~~
- Reimbursement Policy (bylaws say we will establish this should include mileage at IRS designated rate)
- ~~Drought mandate (probably and ordinance not P&P)~~
- Complaint P&P with forms
- Suggestion form/satisfaction survey (not really P&P but on "the list")
- Meeting recordings: how they are distributed. Board voted to retain the recordings for 90 days. Need P&P.
- Property use/rental P&P For example if a person wants to rent the church or hold an event on property owned by the district, there should be a policy for this, insurance co. will want to weigh-in.
- Authorized access: who has locks/combos to what and how is security maintained when staff changes?
- Emergency response plan – what constitutes an emergency ask county about utilizing automated phone system. We have a template provided by the State that we can work off of.
- Voluntary Shut-offs – timing of final bill, does it keep accruing late fees if not paid?

State Revolving Fund (SRF) Projects Update:

Meeting Date: 7/11/17 Prepared by Rae Bell

1. PLANNING PROJECT (Water Source Analysis) UPDATE:

Below is an updated budget. As explained in the General Manager’s report, my time will be billed to line item #9. The entire cost of the test wells is shown below even though there is a retainer on the well driller’s account that will not be released until all of the paperwork for the well abandonment is completed and signed off. Everything else in the “Total Costs Incurred” Column has been billed to the state.

ITEM NO.	ITEM DESCRIPTION	BUDGET AMOUNT	TOTAL WORK COMPLETE TO DATE (%)	TOTAL COSTS INCURRED TO DATE	REMAINING BUDGET AMOUNT
1	Engineering & Design	\$ 83,000.00	100.18%	\$ 83,149.28	\$ (149.28)
2	Hydrogeologist Study & Geotech Report	\$ 80,000.00	71.10%	\$ 56,876.52	\$ 23,123.48
3	Surveys & Easements	\$ 12,000.00	62.47%	\$ 7,495.90	\$ 4,504.10
4	Environmental Review (CEQA)	\$ 500.00	0.00%	\$ -	\$ 500.00
5	Test Well Drilling and Testing	\$ 245,000.00	59.91%	\$ 146,787.00	\$ 98,213.00
6	Driven Pipes	\$ 30,000.00	95.93%	\$ 28,777.63	\$ 1,222.37
7	CEQA Contingency	\$ 9,500.00	0.00%	\$ -	\$ 9,500.00
8	Planning/Design Project Contingency	\$ 30,000.00	0.00%	\$ -	\$ 30,000.00
9	Legal/Admin	\$ 10,000.00	19.24%	\$ 1,923.86	\$ 8,076.14
		\$ -		\$ -	\$ -
	TOTAL BUDGET	\$ 500,000.00	65.00%	\$ 325,010.19	\$ 174,989.81

2. WATER TANK REPLACEMENT PROJECT UPDATE:

I emailed Pete Stamas on June 21st to get an update on the status of the funding agreement. He had just gotten the draft agreement that day. His dept. made a couple of tweaks and sent it back. He said it should be ready for our attorney to review in two to three weeks which is any day now. I did give our attorney a heads up that it would be urgent when it arrives as we need to get the project out to bid ASAP. (NOTE the draft came after the hard-copy packets were printed 7/6/17) It was immediately sent to the attorney and Kip for review. Note hand-written on packet copies.

Kip has the bid packet 90% completed. We are hoping to put the project out to bid by August 1st.

The amount of the Funding Agreement for the tank will be \$700,000.

CONTINUED ON NEXT PAGE



WATER TANK UPDATE CONTINUED...

We decided to separate the radio telemetry portion of the water tank job from the tank construction. This will enable us to use Policy #6 for that portion of the project (it won't have to go out to bid). The telemetry is what tells the pumps when to kick on and off based on the level of the tank. Aqua Sierra Controls is scheduled to be here on Monday July 10th to get the "lay of the land" for the telemetry AND a SCADA system (pronounced with a long A) The SCADA system will most likely be included in the Construction Phase of the Water Source Project. A SCADA system allows remote access with the ability to monitor things like the level of the water tank and even turn things on and off remotely.

Definition of SCADA

SCADA is the acronym for **Supervisory Control And Data Acquisition**. It generally refers to industrial control systems. Thus, it is not a comprehensive control system but it rather operates as supervisory software superior to PLCs and other devices.

Definition of a PLC

A **PROGRAMMABLE LOGIC CONTROLLER (PLC)** is an industrial computer control system that continuously monitors the state of input devices and makes decisions based upon a custom program to control the state of output devices.

Disclaimer

"Funding for these projects has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

*California Water Code Division 12
Part 15 to: County Water Districts

WATER CODE
SECTION 30540-30547

Part 3
Chapter 1
Article 3
Other Officers
& Employees

30540. (a) The board shall, at its first meeting or as soon thereafter as practicable, appoint by a majority vote a general manager and a secretary.

(b) The board shall also, by majority vote, do either of the following:

(1) Appoint an auditor or treasurer to carry out the duties required by Section 30582 and other duties required by the board.

(2) Retain an auditor as an independent contractor, other than the auditor or treasurer appointed pursuant to paragraph (1), to conduct an annual audit of the district's books, records, and financial affairs.

30541. A director shall not be the general manager, secretary, treasurer, or auditor.

30542. The general manager, secretary, treasurer, and auditor shall each receive the compensation determined by the board and shall serve at its pleasure.

30543. The same person may serve as general manager and secretary, secretary and auditor, or secretary and treasurer.

30544. The board may at any time appoint or employ and prescribe the authorities and duties of other officers, employees, attorneys, and engineers necessary or convenient for the business of the district, each of whom shall serve at the pleasure of the board.

30545. The general manager, secretary, auditor, treasurer, and other employees or assistants of the district, as required by the board, shall each give a bond to the district conditioned for the faithful performance of his or her duties as the board may provide.

30546. Any regular employee of a district who is a deputy sheriff, or who has successfully completed the peace officer training course described in subdivision (a) of Section 832 of the Penal Code, and is designated by appropriate resolution of the board, has the authority to issue citations in accordance with the provisions of Chapter 5c (commencing with Section 853.5) of Title 3 of Part 2 of the Penal Code for violations of laws of the state and ordinances of a city, a

county, or the district, respecting trespass upon, damage to, interference with, or contamination of, any water, watercourse, land, structure, or facility owned, used, or controlled by the district for any purpose.

30547. (a) A district may employ a suitable security force. The employees of the district that are designated by the general manager as security officers shall have the authority and powers conferred by Section 830.34 of the Penal Code upon peace officers. The district shall adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Officers Standards and Training pursuant to Title 4 (commencing with Section 13500) of Part 4 of the Penal Code.

(b) Every security officer employed by a district shall conform to the standards for peace officers of the Commission on Peace Officers Standards and Training. Any officer who fails to conform to those standards shall not have the powers of a peace officer.

WATER CODE

SECTION 30575-30586

Part 3
Ch. 2 Board and Officer
Activities

30575. The board is the governing body of the district.

30576. The powers of districts enumerated in this division shall, except as therein otherwise provided, be exercised by the board.

30577. Each member of the board, or the secretary, may administer oaths and affirmations in connection with the taking of testimony at any hearing, investigation, or other matter pending before the board.

30578. The president shall:

- (a) Sign all contracts on behalf of the district.
- (b) Perform other duties imposed by the board.

30579. The secretary shall:

- (a) Countersign all contracts on behalf of the district.
- (b) Perform other duties imposed by the board.

30579.5. Notwithstanding the provisions of subdivision (a) of Section 30578 and subdivision (a) of Section 30579, the board may alternatively authorize, subject to such limitations and conditions as it may determine, the execution of contracts on behalf of the district by another officer or officers of the district.

30580. The general manager shall:

- (a) Have full charge and control of the maintenance, operation, and construction of the water works or water-works system of the district.
- (b) Have full power and authority to employ and discharge all employees and assistants at pleasure.
- (c) Prescribe the duties of employees and assistants.
- (d) Fix and alter the compensation of employees and assistants subject to approval by the board.

30581. The general manager shall also:

- (a) Perform other duties imposed by the board.
- (b) Report to the board in accordance with the rules and regulations as it adopts.

30582. If the board appoints an auditor or treasurer pursuant to Section 30540, the auditor or treasurer shall install and maintain a system of auditing and accounting that shall completely and at all times show the financial condition of the district.

30586. The board of a district in existence on the effective date of this section shall file a certificate with the Secretary of State on or before January 1, 1964, listing:

(a) The name of the district.

(b) The date of formation.

(c) The county or counties in which the district is located, and a description of the boundaries of the district, or reference to a map showing such boundaries, which map shall be attached to the certificate, or reference to the county recorder's office where a description of such boundaries has been recorded.

If the order declaring the district formed contains all of the information required to be in the certificate, the board may file a copy of the order in lieu of the certificate. If the certificate filed with the Secretary of State stating that the formation of the district was approved by the voters contains all of the information required by this section, no further certificate need be filed.

CONTRACT FOR SERVICES

DRAFT

This contract is made and entered into this ____ day of July between Alleghany County Water District (hereinafter referred to as the "District") and an individual Rae Bell Arbogast (hereinafter referred to as "Contractor") for the position of General Manager.

I TERMS AND STATUS

A. Terms of Contract

This Contract is effective June 14, 2017 through to June 30, 2018, and shall terminate automatically on that date unless renewed by both parties. This Contract may be terminated at any time for any reason by either the District or the Contractor upon giving fifteen (15) day written notice to the other party.

- B. For the purposes of this Contract, and at all times during the term of this Contract, the Contractor understands that he is an independent contractor for the District, and no relationship of employer-employee exists between the parties, and that under no circumstances shall Contractor be deemed to be an employee of the District. The parties expressly agree that no work, act, commission or omission of Contractor shall be construed to make or render Contractor an employee of the District.

District will provide Worker's Compensation insurance. District will not pay or provide State Disability insurance benefits, Unemployment Insurance, or Social Security. Contractor shall be responsible to pay or provide for such insurance or benefits, and to pay its own federal and state income tax responsibilities, Social Security, and any other payroll tax obligations that it may owe as a result of compensation received for services rendered pursuant to this Contract.

The sole interest of the District is to ensure that the services provided will be performed and rendered in a competent, efficient, and satisfactory manner.

C. General Manager Duties

- **Oversee Bookkeeper:** Ensure accounting controls are being followed. Monitor customer billing software for problems, provide accounting expertise as needed including tasks included on attachment A
- **Support Water Treatment Operator:** Help keep track of compliance due dates, assist with equipment orders, scheduling and other tasks as listed on attachment A
- **Support District Board of Directors:** Keep track of compliance due dates, conduct ongoing research and inquiries into Best Practices for Special Districts in general and County Water Districts specifically.
- **State Funded Projects:** Act as Project Manager for system improvement projects including acting as liaison between State Funding Division, District Engineer, Contractors and other involved parties. Ensure that the terms of the Funding Agreement are being followed. Submit disbursement requests to the Funding source, maintain files of all required backup data for grant.

Other tasks as listed on exhibit A pending a more detailed job description.

D. Confidentiality

All documents, together with any knowledge otherwise acquired by Contractor relating to the District's business shall be treated by Contractor as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information, other than in the performance of this Contract. District shall have access to all written documents related to work done under this Contract.

E. Conflict of Interest

Contractor covenants that he presently has no interest and shall not acquire any interest that would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Contract. Contractor further agrees to submit full disclosure statements, if such be legally required, pursuant to the requirements of the California Fair Political Practices Act or any other federal, state or local provision of law, regulations, or conflict of interest code.

II COMPENSATION TERMS

A. Compensation

Contractor is willing to work pro-bono (at no charge) with two EXCEPTIONS

1. Interim Secretary Duties which are being handled by Contractor until such time as the position is filled shall be billed to the District at a rate of \$30 per meeting plus \$15 for each half hour over 1 hour (rounded by the quarter hour) and capped at \$60 per meeting.

2. Time that can be allocated to the State Funded Projects shall be billed to the district at a rate of \$20 per hour and will subsequently be billed directly to the State Funded Projects for reimbursement.

B. Monthly Invoice

Contractor shall submit a monthly invoice dated the last day of the month for payment.

C. Payment Exclusive

For services authorized and provided under the Contract, payment set forth under Paragraph A shall be exclusive. Contractor shall be prohibited from billing or otherwise seeking payment for such services from the county or any other government agencies.

D. Taxes

Contractor will be solely responsible for any and all federal, state, and local taxes, charges, fees, or contribution required to be paid with respect to Contractor's performance of this Contract (including, but not limited to, Social Security and income tax withholding).

Contractor shall indemnify, defend and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to the Contractor for the services performed under this contract.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status of Contractor with respect to the District, the parties agree that: (1) each shall inform the other party of such inquiry or challenge; and (2) the District shall have the right to participate in any discussion or negotiation occurring with the federal or state agency without regard to who initiated such discussions or negotiation. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the District or Contractor may terminate this Contract immediately upon written notice.

E. Benefits

Contractor shall have no claim under this Contract or otherwise for unemployment compensation or insurance, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, or any other employment benefits.

F. Worker's Compensation

During the term of this Contract, Contractor shall be covered by the District's Worker's compensation policy.

G. General Liability

During the term hereof, Contractor shall be covered by the District's Comprehensive General Liability Insurance.

H. Indemnification

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claim, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of, connected with, or incidental to the Contractor's performance of services under this Contract, provided that this shall not apply to injuries or damage for which the District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

III GENERAL PROVISIONS

A. Non-Discrimination

During the performance of this Contract, Contactor shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, citizenship, physical or mental disability, medical condition, marital status, age, veteran status, sex or sexual orientation, perceived or otherwise, in connection with or related to the performance of this Contract.

B. Non-Assignment

None of the rights, privileges, interests, immunities, duties, or obligations created by this Contract are assignable by Contractor. Upon disability or inability to provide services by Contractor, this Contract shall terminate.

C. Qualifications and expectations

Required skills

- Proficient in the use of Microsoft WORD, Excel and Quickbooks accounting software.
- Knowledge of Generally Accepted Accounting Principles and Standard Business Practices.
- Ability to track and facilitate the completion of scheduled tasks with district staff.

D. Governing Law

This Contract will be deemed to have been made and shall be construed, interpreted, and enforced pursuant to and in accordance with the laws of the State of California.

E. Compliance with Applicable Laws

All services to be performed by the Contractor shall be performed in accordance with all applicable federal, state, and county laws. Such services shall be performed in accordance with all applicable ordinances and regulations, including, but not limited to, provision pertaining to confidentiality or records and applicable quality assurance regulations.

F. Amendment

This Contract constitutes the entire understanding between the parties and supersedes any and all prior understandings and agreement, oral or written, relating to the subject matter of this Contract. Each party acknowledges that no representation, inducement, promise, or agreements, oral or otherwise, which are not included in this contract and no other agreement, statement or promise not contained in this Contract shall be valid or binding. No alternation, variation, or amendment to the terms of this Contract shall be valid unless it is made in writing and is signed by the parties, and no oral understanding or agreement shall be binding on the parties.

G. Attorney’s Fee and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in additions to any other relief to which the party may be entitled.

H. Severability

If any provision of the Contract is held to be invalid, void or unenforceable, the remainder of this Contract shall be severable and not affected.

I. Termination

This Contract may be terminated either by the District or the Contractor, at any time for any reason giving fifteen (15) days written notice to the other party. If so terminated, the amount payable hereunder shall be made for the services provided up to the date of termination and as agreed by both District and Contractor. In the event of a material breach of this Contract, the District may cancel and terminate said Contract immediately upon written notice to Contractor. “Material breach” included, but is not limited to the failure of the Contractor to perform an essential requirement of this Contract that: (1) causes substantial harmer to the interests of the District; or (2) substantially deprives the District of a substantial benefit it reasonable expected under the Contract. A breach of contract may be deemed “material” if the cumulative effect of the nonmaterial breaches is material. Upon termination, the District agrees to pay Contractor for all services performed prior to termination that meet the requirement of this Contract.

J. Notice

Any notice required under this Contract shall be in writing and shall be deemed effective (1) upon actual delivery, if delivery is by hand; or (2) upon deposit in the United States mail, postage prepaid with return receipt requested and addressed:

To Contractor: Rae Bell Arbogast
P.O. Box 919
Alleghany, CA 95910

To District: Alleghany County Water District
Tobyn Mehrmann, President
P.O. Box 860
Alleghany, CA 95910

For District:
X _____ Dated: _____
Tobyn Mehrmann, President

X _____ Dated: _____
Rae Bell Arbogast, Contractor

ATTACHMENT A

Assigned to	Description	Due	frequency
Bookkeeper/GM	Provide all documents to auditors for audit		July Annual
General Manager	Present insurance renewal information to the board for approval		January Annually
General Manager	Dept. of Drinking Water (DDW) Annual Report		April 30th Annual, due date is for the previous year
General Manager	Preliminary budget presentation		May or June Annual
General Manager	Consumer Confidence Report		June 1st Must be mailed with June bill at the latest and sent to the State by July 1st.
General Manager	Water Rights Report		June 30th Annual, due date is for the previous year
General Manager	Final Budget presentation - Public Hearing	Sept. meeting at latest	Annual
General Manager	Check phone messages/emails		Daily Weekdays
General Manager	Prepare contracts and contract renewals	June 30th	This is for the regular contractors, WTO, WDA, Bookkeeper, Secretary, GM and Meter Reader
GM/WTO	Bacteria Sample Site Plan (BSSP)		2024 Every 10 years or as needed.
GM/WTO	Water Quality Emergency Notification Plan		N/A As needed if there are staff changes or any other changes
Secretary/GM	Statement of Facts - Secretary of State filing	within 10 days of a change	whenever there is a change to either the officers or directors
Secretary/GM	Notification of Vacancy- Sierra County Clerk	within 15 days of vacancy	

Alleghany County Water District (ACWD) Policies & Procedures

Policy #1 District Bookkeeping Finances

ACWD shall deposit all funds in an FDIC insured banking institution. The bookkeeper shall maintain a schedule per attachment A of this policy (unless there are extenuating circumstances).

Procedure 1.1 Check-writing & bill payment procedures

The annual budget adoption by the Board of Directors provides the authorization for management to pay all routine bills.

The district bookkeeper is responsible for paying the bills in a timely manner. The bookkeeper is authorized to pay all routine (budgeted) bills on a regular basis, but shall not be a signor on any of the district's bank accounts. A minimum of ~~three~~ **two** district directors **and the General Manager** shall be signors on the bank accounts.

The General Manager shall verify that all expenditures are within the scope of the adopted budget and shall oversee the bill payment process. All bill payments will be ratified on a monthly basis with board approval of the monthly treasurer's report per Procedure 1.3.

Checks written over the amount of \$1,000 shall require two signatures. ~~(With the exception of the routine bi-annual USDA loan payment in the amount of \$3,390 which shall not require two signatures.)~~

All bill payments must be matched to an invoice or hand-written receipt. The bookkeeper shall write the check number and date of payment on each invoice at the time of payment or staple the check stub to the invoice.

Procedure 1.2 Accounts Receivable

The bookkeeper shall follow the instructions in the bookkeeping manual and Customer Service Policy #4 regarding customer billings and collections. The bookkeeper must work closely with the meter reader to make sure that the meter readings are entered in the billing program as soon as possible each month. It is the bookkeeper's responsibility to notify the meter reader if any readings need to be re-checked. This also needs to be done as soon as possible.

Procedure 1.3 Treasurer's Report & Claims

A treasurer's report which shows beginning and ending balances as well as all deposits and expenditures for each bank account shall be prepared for ~~presentation~~ **board approval** at the regular meeting. **All check numbers must be accounted for.** A break-down ~~on~~ **of** the historical church/park account shall be included showing how much money is allocated to the Historical Church and how much is allocated to the Park. This report must also include a summary of the contingency fund balance per Policy #5. The report shall be prepared on a monthly basis to coincide with the bank statements **and must be ready provided to the Secretary a minimum of 72 hours prior the next board meeting.**

Procedure 1.4 Bank reconciliation

All bank accounts shall be reconciled against a statement from the bank **by the bookkeeper** on a monthly basis. Copies of the bank reconciliation shall be kept in the district's accounting files **with a**

copy of the corresponding treasurer's report attached and initialed by the General Manager. Copies of images of all checks shall be obtained from the bank and kept with the bank reconciliations.

Procedure 1.5 documentation

All financial back-up documents shall be filed by month. Documents include: invoices for each check written, deposit copies, monthly billing reports and bank reconciliations. All files must be retained per Generally Accepted ~~Audited~~ Accounting Procedures.

Procedure 1.6 Purchasing

Purchases within the scope of the district's adopted budget and for the purpose of maintaining operations may be made by either the General Manager, The Water Treatment Operator, Bookkeeper or authorized designee.

Expenditures utilizing contract labor AND/OR that are for construction projects shall conform with Policy #6 "Construction Works".

Procedure 1.7 Emergency expenditures

Unexpected purchases and/or labor that are necessary to keep the water system operational AND that cause a specific expense category to exceed the adopted budget should be approved by the General Manager or in the absence of the General Manager by the Water Treatment Operator or designee. The expense shall be brought before the Board at the next regular meeting for ratification as-well-as, identification of how the expense shall be covered (for example: budget re-allocation or the use of existing funds).

NOTES:

Recommendation: With the adoption of this revision the board should also consider repealing the existing Policy #2 and keep that spot as a place-holder for the Emergency Response Plan.

The existing Policy #2 is the first draft of something that was put in place because, prior to its adoption we had NO Policy regarding hiring help; nor did we have written contracts for staff. Almost everything in Policy #2 has since been replaced by this policy, Policy #6 "Construction Works and Projects" and/or the individual staff's contracts.

Procedure 1.7 above authorizes the hiring of help in time of emergencies.

More detail can be added to Policy #6 to specify a posting Policy for paid jobs if the Board opts to do that. The best course might be to deal with situations on a case-by-case basis and in conformance with the Construction Cost Accounting Act. More research is needed in this area to come up with a recommendation.

Copy of Policy #2 as adopted attached.

Alleghany County Water District (ACWD) Policies & Procedures

Definitions:

WTO = Water Treatment Operator

WDA = Water Distribution Assistant

BACKGROUND

Whereas the following add was posted on the bulletin board of the Alleghany Post Office on the dates indicated:

Help Wanted: Water distribution assistant, on call position. For details talk to Bruce Coons. Pay to be determined. Posted 9/11/14
Closing date 10/14/14

At the next regular meeting of the board of directors it was noted that two parties showed an interest. At that time the board designated a Water distribution assistant (WDA1) in training and the other applicant was designated to assist with any other needed outside labor (WDA2). The approved rate of pay is \$12.00 per hour with the WDA1 authorized to be paid for up to 10 hours of training per month until such time as he is deemed competent by the WTO to do the routine maintenance at the treatment plant.

Policy #2 Outside Labor

Job openings shall be posted for a minimum of 30 days on the bulletin board at the post office and wherever else the Board deems appropriate.

Procedure 2.1 Water Treatment Operator (WTO) authorization to hire help

The WTO is authorized by this policy to hire help as needed for routine items and emergency situations at the rate approved by the board. Routine jobs are approved as part of the annual budget process. Any extra work or non-routine jobs need to be cleared with the President to verify available funds and are to be presented to the Board at the next regular meeting for approval.

At such times as the WTO needs assistance he is to first offer the work to the WDA1, if WDA1 is not available then the WTO should ask WDA2. If neither one is available he may ask the public at large.

See attached rate sheet.

ACWD Water Distribution System

Maintenance, Repair and Labor Rates

Water Treatment Operator Fees

(for work outside of treatment plant maintenance)

- Meter Inspection and Trouble Shooting No Charge
- Meter Replacement \$20.00
- Meter Minor Leaks & Gasket Repair \$10.00
- Meter Repair – in ground \$50.00
- Meter Box replacement \$50.00
- Water Reconnection \$30.00
- Excavation & Repair to Water Meter supply (distribution main to supply valve saddle). First 4 hours of labor \$50.00 additional labor \$12.00 per hour.

Labor rates

Outside labor shall be paid at a rate of \$12.00 per hour as independent contractors.

(digging, snow removal, treatment plant routine maintenance)

Weed eating with own weed eater \$15.00 per hour

Meter Reading Flat Rate \$50.00