

## BOARD OF DIRECTORS

#### **REGULAR MEETING**

Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, the District is temporarily taking actions to mitigate the COVID-19 pandemic by holding Board Meetings by teleconference or videoconference. The general public may not attend this meeting at the District's office due to social distancing requirements.

To join this meeting via Zoom Teleconference please dial:1 (669) 900-6833Meeting ID:821 1675 4102Passcode:811669

**Public Participation/Comment:** Members of the public can participate in the meeting by emailing comments to the Executive Assistant at tbaity@lwwd.org by 4:00 p.m. the day of the meeting. The subject line of your email should clearly state the item number you are commenting on. If you desire to have your comment read into the record during the meeting, please note that in the email subject line. All comments will be emailed to the Board of Directors prior to the start of the meeting. Finally, comments may be mailed to the District, but to be considered, must be received on or before the meeting date. Written comments should be mailed to: Leucadia Wastewater District, c/o Executive Assistant, 1960 La Costa Avenue, Carlsbad, CA 92009.

DATE: Wednesday, February 10, 2021

TIME: 5:00 p.m.

PLACE: VIA VIDEOCONFERENCE ONLY

## AGENDA

Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. Also, items that arise after posting of the Agenda may be added, per Government Code Section 54954.2, by a 2/3 vote of the Board.

Any writings or documents provided to a majority of the members of Leucadia Wastewater District regarding any item on this Agenda will be made available for public inspection in the Administration Office located at 1960 La Costa Avenue, Carlsbad, CA 92009 during normal business hours. In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Executive Assistant at (760) 753-0155. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

## 1. Call to Order

- 2. Roll Call
- 3. Pledge of Allegiance

## 4. General Public Comment Period

## 5. Approval of Agenda

## 6. Presentation and Awards

A. 5 Year Service Award – Richard Duffey (Page 6)

B. Adopt Resolution No. 2344 – In Appreciation of James Hoyett For His Outstanding Service and Commitment to the Leucadia Wastewater District. (Pages 7-9)

# CONSENT CALENDAR

Items 7-12 will be enacted in one motion in accordance with the recommendation unless removed from the Consent Calendar by the Board of Directors, Staff or Public. If a member of the public wishes to remove an item, they should submit a "Request to Address the LWD Board of Directors" form to the Board Secretary prior to the meeting. Items removed from the Consent Calendar will be considered in the original agenda order immediately following adoption of the Consent Calendar.

## 7. Approval of Board and Committee Minutes

Minutes of the following meetings:

January 13, 2021 Regular Board Meeting (Pages 10-16) February 1, 2021 Investment and Finance Committee Meeting (Pages 17-18) February 2, 2021 Community Affairs Committee Meeting (Pages 19-20) February 3, 2021 Engineering Committee Meeting (Pages 21-24)

## 8. Approval of Demands for January/February 2021

This item provides for Board of Directors approval of all demands paid from LWD during the month of January and a portion of February 2021. (Pages 25-39)

## 9. Operations Report

This report discloses the year-to-date and monthly flow, rainfall, EDU's and reclaimed water averages; along with MGD flow comparisons from FY20 to FY21, flows by sub-basin, and staff training. (Pages 40-46)

## 10. Finance Report

This report discloses up-to-date schedule of assets, liabilities, net assets and compares fiscal year-to-date expenditures to the FY21 budget and discloses monthly investments. (Pages 47-54)

## 11. Quarterly Treasurer's Report

This report discloses investments for the quarter ending December 31, 2020. (Pages 55-56, Enclosure 11)

## 12. Disclosure of Reimbursements

This report discloses travel expense reimbursements for the month of January 2021. (Pages 57-58)

# **EWA REPORTS**

## 13. Encina Wastewater Authority Reports

A. A regular EWA Board Meeting was held on January 27, 2021 via video conference – report by Director Sullivan. (Page 59)

B. An Encina Member Agency Manager's (MAM) Meeting was held on February 2, 2021 – report by GM Bushee. (Verbal)

# COMMITTEE REPORTS

#### 14. Committee Reports

- A. Ad Hoc Committee meeting was held on January 14, 2021 via videoconference report by Director Sullivan. (Page 60)
- B. Investment and Finance Committee meeting was held on February 1, 2021 via videoconference report by Vice President Hanson. (Page 61)
- C. Community Affairs Committee meeting was held on February 2, 2021 via videoconference report by Director Brown. (Page 62)
- D. Engineering Committee meeting was held on February 3, 2021 via videoconference report by President Omsted. (Pages 63-64)

# **ACTION ITEMS**

**15. Contract Amendment No. 3 to Rising Tide Partners for Public Information Services** Authorize the General Manager to execute a one-year contract Amendment with Rising Tide Partners (RTP) for the Public Information Services Agreement in an amount not to exceed \$49,764. (Pages 65-77)

## 16. Fiscal Year 2021 Cured-in-Place Pipe Lining Project

Authorize the General Manager to execute an Agreement with Nu Line Technologies, LLC for construction services to complete the Fiscal Year 2021 Cured-in-Place Pipe Lining Project in an amount not to exceed \$342,806. (Pages 78-82)

# 17. Award of Purchase Contract to Procure an Easement Machine and Authorize Transfer of Capital Funds (Pages 83-84)

<u>Recommendation 1</u>: Authorize the General Manager to execute a Purchase Agreement with Plumber's Depot for the purchase of a new Easement Machine with a trailer in an amount not to exceed \$53,034.55.

<u>Recommendation 2:</u> Authorize a transfer of \$54,000 in capital funds from the Capital Program Orchard Wood Road Sewer Rehabilitation account, 50-51-0365-6499, to the Capital Acquisitions Sewer Maintenance Equipment account, 50-99-0000-6350.

# 18. Contract Amendment No. 2 to Davis Farr LLP for Financial Auditing Services

Authorize the General Manager to execute a one-year contract amendment (contract amendment No 2) with Davis Farr LLP for Financial Auditing Services for Fiscal Year 2021 (FY21) in an amount not to exceed \$23,500. (Pages 85-94)

## 19. Annual Review of LWD Reserve Fund Policy

Receive and file the Annual Reserve Policy Review Report. (Pages 95-100)

## 20. Strategic Planning Facilitator

Authorize the General Manager to execute and agreement with Confidence Consulting to provide strategic planning services in an amount not to exceed \$10,200. (Pages 101-111)

# 21. Call for Nominations to the CSDA Board of Directors Seat A (Pages 112-117)

# **INFORMATION ITEMS**

## 22. Project Status Updates and Other Informational Reports

- A. Leucadia Pump Station Rehabilitation Project Update (Verbal)
- B. LWD Virtual Tour Video (Verbal)

# 23. Directors' Meetings and Conference Reports

A. The 2021 CASA Winter Virtual Conference was held January 27-28, 2021 via video conference. (Page 118)

## 24. General Manager's Report

25. General Counsel's Report

#### 26. Board of Directors' Comments

#### 27. Closed Session

Conference with Legal Counsel to discuss exposure to litigation pursuant to California Government Code Sec. 54956.9(d)(2) – City of Carlsbad Cease and Desist Notice.

## 28. Adjournment

## AFFIDAVIT OF POSTING

I, Paul J. Bushee, Secretary of the Leucadia Wastewater District, hereby certify that I posted a copy of the foregoing agenda in the lobby of the District office at 1960 La Costa Avenue, Carlsbad, California and on the District website www.lwwd.org at least 72 hours prior to the meeting, in accordance with Govt. Code Section 54954.2(a).

Date: February 4, 2021 P

Paul J. Bushee, Secretary/General Manager

#### MEMORANDUM

DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Achievement of Individual Awards

It is my pleasure to announce that a Leucadia Wastewater District (LWD) staff member has met an individual performance objective under LWD's Incentive Program. The individual achievement is as follows:

## 5 Year Service Award - Richard Duffey

Administrative Services Manager Richard Duffey passed his 5<sup>th</sup> anniversary of employment at LWD on January 20, 2021. This milestone is a tribute to Richard's hard work, dedication, and commitment to LWD. Richard's exceptional milestone also meets one of the individual objectives under LWD's Incentive Program. Richard is eligible for an incentive award of \$100.

Please join me in congratulating Richard for his outstanding accomplishment.

tb:PJB

#### MEMORANDUM

DATE:	February 4, 2021
Parallel ranks	

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Resolution No. 2344 in Appreciation of James Hoyett for His Outstanding Service and Commitment to the Leucadia Wastewater District (LWD)

#### **RECOMMENDATION:**

Staff recommends that the Board of Directors:

1. Adopt Board Resolution No. 2344 as presented.

## DISCUSSION:

As you are aware, Field Services Technician III James Hoyett will retire on February 5, 2021 after 31 years of service at LWD. Over James' tenure, LWD accomplished numerous achievements due, in part, to James' dedication and hard work. Attached for your consideration is LWD's Board Resolution No. 2344, expressing appreciation to James for his outstanding service to LWD.

PJB:

Attachment

#### **RESOLUTION NO. 2344**

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LEUCADIA WASTEWATER DISTRICT IN RECOGNITION AND APPRECIATION OF JAMES HOYETT FOR HIS OUTSTANDING SERVICE AND COMMITMENT TO THE LEUCADIA WASTEWATER DISTRICT

WHEREAS, James Hoyett has served the Leucadia Wastewater District (LWD) with distinction for the past 31 years, and has now decided to retire to pursue new and exciting opportunities;

WHEREAS, James began his public service on July 17, 1989 as a Maintenance I worker and progressed through the ranks serving as Senior Maintenance Worker achieving his current position of Field Services Technician III on July 1, 2005; and

WHEREAS, James has played an integral role in the District's many successes during his tenure including his participation with the District's 50<sup>th</sup> Anniversary and Open House Events, numerous other local and state awards, including four statewide Collection System of the Year's Awards, and major upgrades and improvements that have been integral to the District's outstanding record of protecting the environment; and

WHEREAS, James' dedication to his duties always took the lead when called to set up and preform traffic control to ensure his follow co-workers were properly trained and protected; and

WHEREAS, James was an early pioneer when the District first started to perform closed-circuit inspections and with his knowledge helped grow and train his follow co-workers; and

WHEREAS, James' dedication to his maintenance and operation duties reinforced LWD's mission and vision to ensure LWD's customers receive excellent wastewater services by aiding in the prevention of sewer spills and keeping the wastewater flowing inside the pipelines; and

**NOW, THEREFORE**, the Board of Directors of the Leucadia Wastewater District hereby extend their sincere thanks and appreciation to James Hoyett for his 31 Years of Outstanding and Distinguished service to the District and extend their best wishes for a happy, bright, and fulfilling retirement.

RESOLUTION NO.2344 Page two

PASSED AND ADOPTED this 10<sup>th</sup> day of February 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Judy Hanson, Vice President

Elaine Sullivan, Director

Matthew S. Brown, Director

Allan Juliussen, Director

Donald F. Omsted, President

Paul J. Bushee, Secretary/Manager (SEAL)

## LEUCADIA WASTEWATER DISTRICT

Minutes of a Regular Board Meeting January 13, 2021

A regular meeting of the Board of Directors of the Leucadia Wastewater District was held Wednesday, January 13, 2021 at 5:00 p.m. via teleconference.

#### 1. Call to Order

President Omsted called the meeting to order at 5:01 p.m.

#### 2. Roll Call

DIRECTORS PRESENT: Omsted, Hanson, Sullivan, Brown, and Juliussen DIRECTORS ABSENT: General Manager Paul Bushee, General Counsel Wayne Brechtel, Administrative Services Manager Pichard Duffor Technicol

Administrative Services Manager Richard Duffey, Technical Services Manager Robin Morishita, Field Services Superintendent Jeff Stecker, Executive Assistant Tianne Baity, Administrative Services Supervisor Trisha Hill, Field District Engineer Dexter Wilson, Field Services Specialist Ian Riffel, Field Services Technician II Steve Krason, and Paul Ecke III a District resident

#### 3. Pledge of Allegiance

President Omsted led the pledge of allegiance.

#### 4. General Public Comment Period None.

#### 5. Approval of Agenda

Upon a motion duly made by Director Juliussen, seconded by Vice President Hanson, and unanimously carried, the Board of Directors approved the agenda by the following vote:

Director	Vote
President Omsted	Yes
Vice President Hanson	Yes
Director Sullivan	Yes
Director Brown	Yes
Director Juliussen	Yes

#### 6. Presentations and Awards

A. 20 Year Service Award – Steve Krason

GM Bushee introduced Field Services Technician II Steve Krason, stating that he recently passed his 20<sup>th</sup> year anniversary at the District. He provided background information about Steve and noted that under LWD's incentive program Steve is eligible for a \$400 incentive award.

The Board congratulated Steve for his efforts.

## B. <u>15 Year Service Award – Tianne Baity</u>

GM Bushee introduced Executive Assistant Tianne Baity, stating that she recently passed her 15<sup>th</sup> year anniversary at the District. He provided background information about Tianne and noted that under LWD's incentive program Tianne is eligible for a \$300 incentive award.

The Board congratulated Tianne for her efforts.

## **CONSENT CALENDAR**

Director Brown requested that Board Agenda item number 12, Board-General Manager/Staff Relations Policy, be pulled from the Consent Calendar.

## 7. Approval of Board and Committee Minutes

Minutes of the following meetings: December 8, 2020 Human Resources Committee Meeting December 9, 2020 Regular Board Meeting January 5, 2021 Investment and Finance Committee Meeting January 6, 2021 Engineering Committee Meeting

- 8. Approval of Demands for December 2020/January 2021 Payroll Checks numbered 22427-22485; General Checking Checks numbered 54963-55070
- 9. Operations Report (A copy was included in the original January 13, 2021 Agenda)
- 10. Finance Report (A copy was included in the original January 13, 2021 Agenda)

## **11. Disclosure of Reimbursements**

This report discloses travel expense reimbursements for the month of December 2020.

## 13. Status Update on the Fiscal Year 2021 (FY21) LWD Tactics and Action Plan

Upon a motion duly made by Director Brown, seconded by Vice President Hanson, and unanimously carried, the Board of Directors approved items 7 through 11 and item 13 of the Consent Calendar by the following vote:

Director	Vote
President Omsted	Yes
Vice President Hanson	Yes
Director Sullivan	Yes
Director Brown	Yes
Director Juliussen	Yes

## 12. Board-General Manager/Staff Relations Policy

Receive and file the annual review of the Board-General Manager/Staff Relations Policy.

Director Brown requested that the policy language in Section VII, Emergency Situations be changed from "written reports to the Board within a reasonable time" to "a written report to the Board at the next scheduled Board meeting."

GM Bushee noted that, in practice, staff reports on emergencies at the next Board meeting and staff can update the policy to reflect the updated language.

Upon a motion duly made by Director Brown, seconded by Director Sullivan, and unanimously carried, the Board of Directors agreed to adopt the Board-General Manager/Staff Relations Policy with the amended policy change suggested by Director Brown by the following vote:

Director	Vote
President Omsted	Yes
Vice President Hanson	Yes
Director Sullivan	Yes
Director Brown	Yes
Director Juliussen	Yes

## **EWA and COMMITTEE REPORTS**

## 14. Encina Wastewater Authority (EWA) Reports

A. A regular EWA Board Meeting was held on December 9, 2020.

Director Sullivan reported on EWA's December 9, 2020 Board Meeting.

## 15. Committee Reports

## A. Human Resources Committee (HRC) Meeting was held on December 8, 2020.

Vice President Hanson reported that the HRC reviewed the following recommendation:

Annual Review of the Board-General Manager/Staff Relations Policy.

There were no changes to this policy and the HRC concurred with staff to place this item on the January Board Agenda Consent Calendar.

# B. Investment and Finance Committee (IFC) Meeting was held on January 5, 2021.

Vice President Hanson reported that the IFC received an update on the Comprehensive Financial Plan Tracking.

The IFC concurred with staff to present this recommendation to the Board of Directors and it will be discussed later in the agenda.

## C. Engineering Committee (EC) Meeting was held on January 6, 2021.

President Omsted reported that EC reviewed the following recommendation:

Adopt Resolution No. 2343 – Lagasse Annexation

The EC concurred with staff to present this recommendation to the Board of Directors and it will be discussed later in the agenda.

The EC also received updates on the following projects:

- Orchard Wood Road Sewer Rehabilitation Project;
- Leucadia Pump Station Rehabilitation Project; and
- FY20 Gravity Sewer Repair / Quebrada Realignment Project

These items were for information purposes and no action was taken. The Orchard Wood Road Sewer Rehabilitation Project Update will be discussed later in the agenda.

# **ACTION ITEMS**

## 16. Adopt Resolution No. 2343 – Lagasse Annexation

FSSpec Riffel presented the item stating that the Lagasse Property is located in the District's "Island Area" at 395 Sunset Drive in Encinitas, between Interstate 5 and Vulcan Avenue. He noted the annexation is within the District's sphere of influence and includes one parcel with an existing single-family residence that is currently connected to a septic tank system.

FSSpec Riffel stated that per the City of Encinitas, the parcel is required to connect to the public sanitary sewer system to satisfy a permit condition for a proposed lot split along with a new single-family residence. He also stated the connection of the existing single-family residence and the proposed lot split to the collection system requires the construction of approximately 800 feet of public sewer extension before two (2) private lateral connections can be attained. The annexation is necessary to provide sewer service to these properties.

FSSpec Riffel noted that the property owner has requested a Reimbursement Agreement for the privately funded public sewer extension. He then provided details of the Reimbursement Agreement and noted that the Reimbursement Agreement will be executed once construction is complete.

Director Sullivan stated she hoped that more residents in the island area would consider connecting to sewer if possible and she asked if the District reaches out to residents encouraging this. FSSpec Riffel stated that he does encourage the property owner and the engineer he works with to reach out to surrounding neighbors.

Director Juliussen stated this item was presented to the Engineering Committee and he thanked staff for a great job on the presentation of the annexation.

Following discussion, upon a motion duly made by Director Sullivan, seconded by Vice President Hanson, and unanimously carried, the Board of Directors adopted Resolution No. 2343 – Requesting LAFCO to take proceedings for the Lagasse Change of Organization by the following vote:

Director	Vote
President Omsted	Yes
Vice President Hanson	Yes
Director Sullivan	Yes
Director Brown	Yes
Director Juliussen	Yes

## 17. Comprehensive Financial Tracking

ASM Duffey presented the item noting it was reviewed by the Investment and Finance Committee at its January 5<sup>th</sup> meeting. ASM Duffey reviewed the purpose of the Comprehensive Financial Plan. He noted that the most recent update was completed in 2018 by Rafetelis. He stated that the District

updates the Financial Plan about every 5 years, since conditions and assumptions change.

ASM Duffey stated the financial plan model looks out over 20 years. He noted that information from the FY 2018, FY 2019 and FY 2020 CAFRs and the FY 2021 Budget was used to update the model. ASM Duffey then provided an overview on the following topics:

- Comparison of projected and actual revenues and expenditures;
- Comparison of projected and updated reserve balances; and
- Monthly Sewer Service Rate Comparison

Director Brown asked what year the District is in to payback the unfunded accrued liability if the District's goal is to pay it down in ten years. ASM Duffey answered that the District is in year two of ten.

ASM Duffey concluded that the District's finances remain strong, while maintaining low rates, and the District is tracking well with the Comprehensive Financial Plan. ASM Duffey also noted that staff will continue to monitor the Financial Plan closely. He stated that for FY 2022, staff is recommending the District implement the 3-year, 10% rate increase which was delayed due to COVID-19.

GM Bushee stated that staff plans to present a recommended rate increase with an associated Proposition 218 Notice to the full Board in either February or March 2021.

Director Brown asked how are the reserve balances recovered when they go under the minimum reserve target line. GM Bushee stated they are recovered with future rate increases.

The Board thanked ASM Duffey for his presentation.

There was no action taken.

## 18. 2021 Board of Directors Committee Assignments

President Omsted stated that he would like to see a rotation to the committee assignments. He stated that he would like each Board member to be on two committees. He explained that each board member will keep one of their current committees and will assume a new committee.

President Omsted then made the following committee appointments:

- Engineering Committee: Director Juliussen (chair), President Omsted
- <u>Community Affairs Committee</u>: Director Brown (chair), Director Juliussen
- Investment & Finance Committee:
   Vice President Hanson (chair), Director Sullivan
- Human Resources Committee:
   President Omsted (chair), Director Brown

 <u>Encina Wastewater Authority (EWA)</u>: Vice President Hanson, Director Sullivan Director Juliussen (alternate)

President Omsted stated that he would like the appointments to rotate automatically every two years. GM Bushee noted that this would require a change to the current policy.

GC Brechtel clarified that each year the Board President can make committee appointments based on the current policy but should the Board want a rotation, the policy would need to be brought back to the Board for review. President Omsted asked if the Board Committee policy could be referred to the Human Resources Committee (HRC). GM Bushee replied that the policy could be referred to committee.

Director Brown asked how long is a committee term. GM Bushee answered that under the current policy the term is for one year or until a future Board President makes a change. GM Bushee stated that the current policy calls for the Board President to appoint committee members at the January Board meeting each year. However, if requested by two Directors at that meeting, the Board can call for a vote and potentially overrule an appointment.

Director Sullivan stated she would have liked to have seen the proposed committee changes in the agenda for review prior to the meeting.

There was no action taken.

## **INFORMATION ITEMS**

## 19. Project Status Updates and Other Informational Reports

A. Orchard Wood Road Sewer Rehabilitation Project Update.

TSM Morishita gave an update on the Orchard Wood Road Sewer Rehabilitation Project. He noted that due to the high projected construction cost the project was cancelled.

TSM Morishita added that the area is difficult to maintain but this can be done much easier if the District were to purchase a piece of equipment called an easement crawler. With the Board's permission, staff would like to recommend the purchase of this equipment along with a transfer of funds to cover the expense at the February 2021 Board meeting. The estimated cost of the easement crawler is \$60,000.

Director Brown asked where is the 250 feet of line located. GM Bushee answered on the eastern and southern sides of the park and through the wooded area. Director Brown asked if it will cross the creek. GM Bushee stated that the existing line crosses the creek but not in the area previously referenced. Director Brown asked how often will the work be done and what is the impact to the residents. TSM Morishita replied that maintenance is done once every three months and so far there have been no complaints from the residents.

# 20. Directors' Meetings and Conference Reports

None.

## 21. General Manager's Report

GM Bushee reported on the following items:

- Field Services Technician III, James Hoyett, will retire on February 5, 2021; and
- Tours of the District are always available for the Board of Directors and to contact him if you would like a tour.

## 22. General Counsel's Report

None.

## 23. Board of Directors' Comments

President Omsted asked if the Brown Act applies to Committee Assignments. GC Brechtel answered affirmatively.

Director Juliussen thanked everyone for a great year last year.

Director Brown stated he would like to know more about the Quail Gardens development as the project progresses. GM Bushee stated that as of now, the development is not within the District boundaries but should that change he would keep the Board updated.

Director Sullivan stated she hopes everyone stays safe during the pandemic.

Vice President Hanson concurred with Director Sullivan's statement.

#### 24. Closed Session

<u>Meet with District Representative General Manager Bushee to discuss and provide direction</u> regarding salaries, salary schedules and employee benefits, as authorized under Government <u>Code Section 54957.6</u>

The Board of Directors met in Closed Session. There was no reportable action.

#### 25. Adjournment

President Omsted adjourned the meeting at approximately 6:20 p.m.

Donald F. Omsted, President

Paul J. Bushee Secretary/General Manager (SEAL)

## LEUCADIA WASTEWATER DISTRICT

Minutes of an Investment & Finance Committee Meeting February 1, 2021

A meeting of the Investment & Finance Committee (IFC) of the Leucadia Wastewater District (LWD) was held Monday, February 1, 2021 at 1:00 p.m. via video conference.

## 1. Call to Order

Chairperson Hanson called the meeting to order at 1:02 p.m.

## 2. Roll Call

DIRECTORS PRESENT: DIRECTORS ABSENT: OTHERS PRESENT: Hanson and Sullivan

None

General Manager Paul Bushee, Administrative Services Manager Richard Duffey, Administrative Services Supervisor Trisha Hill, and Executive Assistant Tianne Baity

## 3. Public Comment

No public comment was received.

## 4. New Business

A. <u>Authorize the General Manager to execute a one-year contract amendment (contract amendment No 2) with Davis Farr LLP for Financial Auditing Services for Fiscal Year 2021 (FY21) in an amount not to exceed \$23,500.</u>

ASM Duffey presented the recommendation stating that the Board of Directors authorized an initial three-year contract with Davis Farr LLP for financial auditing services for Fiscal Years ending 2016 through 2018, with the option to extend for two additional years. He stated that a two-year extension (contract amendment No.1) was subsequently approved and it ended in FY 2020.

ASM Duffey noted that he will be retiring in July 2021 and staff believes it is in the District's best interest to maintain continuity with our current auditing firm during this time.

Following discussion, the IFC concurred with staff to recommend that the Board of Directors authorize the General Manager to execute a one-year contract amendment (contract amendment No 2) with Davis Farr LLP for Financial Auditing Services for FY 2021 in an amount not to exceed \$23,500.

## B. Annual Review of LWD Reserve Fund Policy.

ASM Duffey presented the recommendation indicating the purpose of the policy and that it was last revised in February 2020. He noted that the policy calls for annual review of the level of reserve funds by the Board of Directors.

ASM Duffey noted that staff had reviewed the Reserve Policy and is not recommending changes to the policy.

ASM Duffey also provided an overview of the FY 2020 reserve activity.

Following discussion, the IFC had no recommended changes to the policy and concurred with staff to recommend that the Board of Directors receive and file the Reserve Policy Annual Report.

- 5. Information Items None.
- 6. Directors' Comments None.

## 7. General Manager's Comments

GM Bushee provided a COVID-19 update regarding District staff.

Director Sullivan asked if any employees have received the COVID vaccine. GM Bushee replied that he not aware of LWD staff receiving the COVID vaccine.

## 8. Adjournment

Chairperson Hanson adjourned the meeting at 1:28 p.m.

Paul J. Bushee Secretary/General Manager (Seal)

## LEUCADIA WASTEWATER DISTRICT

Minutes of a Community Affairs Committee Meeting

February 2, 2021

A meeting of the Community Affairs Committee (CAC) of the Leucadia Wastewater District (LWD) was held Tuesday, February 2, 2021 at 11:30 a.m., via video conference.

## 1. Call to Order

Chairperson Brown called the meeting to order at 11:30 a.m.

## 2. Roll Call

DIRECTORS PRESENT:	Brown and Juliussen
DIRECTORS ABSENT:	None
OTHERS PRESENT:	General Manager Paul Bushee, Administrative Services
	Manager Richard Duffey, Administrative Services
	Supervisor Trisha Hill, Executive Assistant Tianne Baity,
	Neal Bloom and Iris Grootenhuis of Rising Tide Partners
	(RTP), and Adam Hermsdorfer of Big Tuna Interactive, Inc.

# 3. Public Comment

None.

## 4. New Business

## A. <u>Authorize the General Manager to execute a Professional Services Agreement with Rising</u> <u>Tide Partners (RTP) for Public Information Services in an amount not to exceed \$49,764.00</u>

ASsup Hill introduced the item noting that LWD entered into an agreement with RTP on March 9, 2016 to provide public information services to the District for an initial 3-year period. She stated that the agreement included language to extend the contract for an additional two years and RTP's initial agreement with the approved extensions will expire on March 8, 2021.

ASsup Hill stated that staff has negotiated a new professional services agreement with a scope of work and fees. She then reviewed the specific tasks included in the agreement.

Chairperson Brown asked what was the price of the last contract. Mr. Bloom answered between \$45K and \$46K. Mr. Bloom noted that this was RTP's first price increase in five years.

Following discussion, the CAC agreed with staff to present this item at the February Board meeting.

## 5. Information Items

## A. Website Update

ASsup Hill provided background information on the LWD website. She then introduced Mr. Hermsdorfer, of Big Tuna Interactive, Inc., to present an overview of the District's upgraded website platform.

Mr. Hermsdorfer provided an overview of the updated features and functionalities of the LWD website.

Director Juliussen asked when will the new website go live. ASsup Hill answered that it will go live soon but that staff wanted to present it to the CAC prior to going live.

Chairperson Brown asked why LWD's domain is lwwd.org versus lwd.org. ASsup Hill answered that she believes the domain of lwd.org was owned by someone else and not available.

The CAC thanked Mr. Hermsdorfer for his presentation.

#### B. LWD Virtual Tour

ASsup Hill provided background information on the LWD Virtual Tour Video created by Rising Tide Partners (RTP). The CAC then reviewed the video.

Chairperson Brown asked if the video will be shown at the February Board meeting. ASsup Hill answered affirmatively.

Chairperson Brown asked if the video on Facebook points back to the LWD website. Mr. Bloom answered that the video is hosted directly on Facebook or on You Tube. Chairperson Brown asked if people can comment on Facebook. Mr. Bloom answered affirmatively noting that RTP normally responds to 80-90% of comments. GM Bushee added that depending on the nature of the comments, RTP normally responds but occasionally staff will respond.

Chairperson Brown asked what will be the topic of the next video. Mr. Bloom answered that it hasn't been confirmed with staff yet but potential topics are teacher grant update, lateral grant program, or what not to flush.

The CAC thanked Mr. Bloom and Ms. Grootenhuis for their presentation.

## C. <u>Teacher Grant School Giveaways</u>

ASsup Hill provided an update on the Teacher Grant School Giveaways.

The CAC thanked ASsup Hill for ordering interesting and fun giveaways for the teacher grant program students.

## 6. Directors' Comments

Director Juliussen thanked Chairperson Brown for chairing his first CAC meeting. He also thanked staff and the consultants for a great job.

Chairperson Brown thanked staff and the consultants for their great presentations,

## 7. General Manager's Comments

GM Bushee provided a COVID-19 update regarding District staff.

## 8. Adjournment

Chairperson Brown adjourned the meeting at 12:31 p.m.

Paul J. Bushee Secretary/General Manager (Seal)

## LEUCADIA WASTEWATER DISTRICT

Minutes of an Engineering Committee Meeting

February 3, 2021

A meeting of the Engineering Committee (EC) of Leucadia Wastewater District (LWD) was held on Wednesday, February 3, 2021 at 9:00 a.m., via video conference.

## 1. Call to Order

Chairperson Juliussen called the meeting to order at 9:00 a.m.

#### 2. Roll Call

DIRECTORS PRESENT:Juliussen, OmstedDIRECTORS ABSENT:NoneOTHERS PRESENT:General Manager Paul Bushee; Technical ServicesManager Robin Morishita; Field Services SuperintendentJeffery Stecker; Field Services Supervisor MarvinGonzalez; Field Services Specialist Ian Riffel; DistrictEngineer Dexter Wilson and Administrative Specialist MarkBrechbiel

# 3. Public Comment

None.

## 4. New Business

A. <u>Authorize the General Manager to execute an Agreement with Nu Line Technologies,</u> <u>LLC for construction services to complete the Fiscal Year 2021 Cured-in-Place Pipe</u> <u>Lining Project in an amount not to exceed \$342,806.</u>

FSSpc Riffel presented the item. He stated that this is a Tactical Goal for Fiscal Year 2021 (FY21) and the ultimate goal of the project is to repair and/or replace pipeline segments and manholes that have been determined to be of a defect "Rating 3." These defects will require the Cured-In-Place Pipe (CIPP) lining method of repair.

He noted that IEC completed the design for the project in November 2020 with an estimated cost of \$540,000. The District subsequently published a Notice Inviting Bids on December 9, 2020. Bids were due January 12, 2021 and project award is anticipated at the February 10, 2021 Board Meeting.

FSSpc Riffel stated that the District received one bid; that of Nu Line Technologies, LLC in amount of \$342,806 which is nearly \$200,000 under the Engineer's estimate. He stated that the project consists of lining many easement lines which may have contributed to the lack of bids received. However, IEC and staff recommend the project be awarded to Nu Line Technologies, LLC as the lowest responsive and responsible bidder.

Chairperson Juliussen asked if Nu Line was aware of the easement work required. FSSpc Riffel replied affirmatively. He stated that Nu Line is a local company that is familiar with the District's service area and has completed three District projects which contributed to their aggressive bid.

Following discussion, the EC concurred with staff to recommend to the Board of Directors to authorize the General Manager to execute an agreement with Nu Line

Technologies, LLC for construction services to complete the FY21 CIPP Lining Project in an amount not to exceed \$342,806.

B. <u>Recommendation 1: Authorize the General Manager to execute a Purchase</u> <u>Agreement with Plumber's Depot for the purchase of a new Easement Machine with</u> <u>trailer in an amount not to exceed \$53,034.55.</u>

Recommendation 2: Authorize a transfer of \$54,000 in capital funds from the Capital Program Orchard Wood Road Sewer Rehabilitation account, 50-51-0365-6499, to the Capital Acquisitions Sewer Maintenance Equipment account, 50-99-0000-6350.

FSsup Gonzalez presented the item. He began by reminding the EC that the Orchard Wood Road Pipeline Replacement Project had been canceled due to the estimated high construction cost and instead Field Staff will continue to maintain the sagged pipeline on a 3-month cycle.

FSsup Gonzalez stated that access to properly hydro-clean the pipelines by Vactor Combination truck in the Orchard Wood easement area is very difficult. To perform line cleaning in the easements, two lengths of hose need to be connected together. The 1200 foot-long hose then needs to be manually transported to each manhole. An easement machine would make line cleaning more efficient by mechanically transporting the hose to the manholes for line cleaning.

FSsup Gonzalez continued by stating that staff requested quotes for an Easement Machine from 4 vendors and 5 were received. Plumbers Depot returned the lowest bid at \$53,034.55. He also stated that within the request for quotes, staff specified an Easement Machine that operates with wheels rather than tracks to allow the use of the Easement Machine on the Omni La Costa Resort property to prevent damage to the resort's turf areas.

Chairperson Juliussen asked if the Orchard Wood Project is permanently cancelled. FSsup Gonzalez responded affirmatively.

President Omsted asked if that means that the project will remain in the budget. TSM Morishita replied that it would remain in the FY21 budget. However, it would be removed from subsequent budgets.

FSsup Gonzalez then went on to mention that the procurement of the Easement Machine was not included in the FY21 budget. He stated that staff is requesting the Board's approval to transfer \$54,000 from the cancelled Orchard Wood Road Pipeline Rehabilitation Project account (\$436K budgeted), to the Capital Acquisitions Sewer Maintenance Equipment account to fund the procurement.

Following discussion, the EC concurred with staff to authorize the General Manager to execute a purchase agreement with Plumber's Depot for the purchase of a new Easement Machine with trailer in an amount not to exceed \$53,806.55.

In addition, the EC concurred with staff to present to the Board of Directors the proposal to authorize the transfer of \$54,000 from the Capital Program Orchard Wood Road Sewer Rehabilitation account to the Capital Acquisitions Sewer Maintenance account.

## 5. Information Items

## A. Development Projects Summary

FSSpc Riffel discussed the development projects summary with the EC. He stated that a spreadsheet has been developed to display development projects within the District that are greater than 5 EDUs.

He continued that most notably, just south of the new Encinitas Beach Hotel a project is in development that will require 100 EDUs.

President Omsted asked if the roundabout project on Leucadia Boulevard would cause issues with the District's collection system. FSSpc Riffel replied that there are no sewer conflicts as there are no manholes in that area. He explained that the main concern for that particular project was that no trees were to be planted above the sewer lines.

President Omsted then questioned the "utility conflict" for the Jason Street Project. FSSpc Riffel explained that it is a city utilities conflict, not a sewer conflict.

FSSpc Riffel then stated, for clarification from a previous meeting, that the Fox Point Project near Quail Gardens in Encinitas mentioned at the January EC meeting does not fall under District purview. It belongs to the City of Encinitas Wastewater Division.

Chairperson Juliussen asked if that project, because of its size, would affect the flow/capacity into Encina. GM Bushee answered that Encina has sufficient treatment capacity to accommodate the project.

## B. Leucadia Pump Station Rehabilitation Project Update

TSM Morishita presented an update to the Leucadia Pump Station Rehabilitation Project. As a reminder he began by showing an overhead image of the LWD grounds where the project is taking place.

He then stated that the odor control facility side stream piping portion of the project is still taking place. He also presented images that showed the construction of the brick wall that will be surrounding the odor control facility. In addition, he described the location and showed the construction of the new trash bin enclosure.

TSM Morishita continued that the permanently installed Emergency Submersible Pump in the Emergency Basin needed to be raised by 7 inches off the basin floor in order for the pump to work correctly. He then showed images of the modification inside the emergency basin and stated that a coating was put on the footings for the pump and pipe support in order to prevent corrosion. He reported that the modification has been completed.

He went on to explain the bypass plan, how it was tested, and that we are now fully bypassing the pump station to continue project construction.

President Omsted stated that he would like to see the odor control portion of the project added to the February Board Agenda so that the Board will be aware of the facility because it can be viewed by the general public. GM Bushee replied that this can be done. President Omsted then asked the dimensions of the Emergency Basin, as it looks very large. DE Wilson and TSM Morishita stated that it is approximately 20 feet deep, 40 feet wide and 70 feet long.

## C. FY20 Gravity Sewer Repair / Quebrada Realignment Project Update

FSSpc Riffel presented an update to the FY20 Gravity Sewer repair list. He started by providing a background of the project. He continued by stating that 12 of the 20 items have been completed, 8 items are in process and he will focus his report on the work done on the Quebrada Circle pipeline realignment.

He stated that the Quebrada line is approximately 600 feet long and is buried at approximately 18 feet deep. He stated that the new manhole at the furthest west end of the line needed to be moved 5 feet south which subsequently tightened the pipeline's curve radius which caused it to exceed the maximum allowed in the District's Standard Specifications. Therefore, a new manhole was added to the project to eliminate the curve.

FSSpc Riffel displayed images of the new manhole being constructed. He stated that the base of the manhole is formed by hand and then the prefabricated manhole stacking rings are added on top of that until grade level is reached.

#### 6. Directors' Comments

Chairperson Juliussen commended staff on all their hard work.

#### 7. General Manager's Comments

GM Bushee provided a COVID-19 update regarding District staff.

GM Bushee then presented the new smoke testing video created by the District's public outreach team, Rising Tide Partners. The EC had positive comments regarding the video.

#### 8. Adjournment

President Juliussen adjourned the meeting at approximately 9:56 a.m.

Paul J. Bushee, Secretary/Manager (Seal)

#### MEMORANDUM

DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Approval of January/February Demands

#### **RECOMMENDATION:**

Staff requests that the Board of Directors:

- 1. Approve checks and electronic payments totaling **\$2,097,130.24**.
- 2. Discuss and take other action as appropriate.

## DISCUSSION:

Attached are check registers describing all payments made by LWD for the period January 6, 2021 through February 1, 2021.

Operating expenses totaled **\$1,016,668.71**, Capital Improvement Program expenses totaled **\$968,334.50**, and Payroll expense for District Employees and the Board totaled **\$112,127.03**.

Attachment 1 Summary of Demands by Account January 6, 2021 to February 1, 2021. Payroll Incentive Check Report dated January 6, 2021. Attachment 2 Payroll Check Report dated January 13, 2021. Attachment 3 Attachment 4 Accounts Payable Check Register dated January 14, 2021. Attachment 5 Payroll Check Report dated January 27, 2021. Accounts Payable Check Register dated January 28, 2021. Attachment 6 Board Payroll Check Report dated February 1, 2021. Attachment 7 Accounts Payable Check Register dated February 1, 2021 Attachment 8

#### AGENDA ITEM 7B

## DEMANDS SUMMARY February 10, 2021

#### 1. Demands

.

Category	Check #'s		h	Amount
Incentive Checks - 01/06/2021	22493-22494		\$	638.18
Payroll Checks - 01/13/2021	22495-22513		\$	53,899.02
Payroll Checks - 01/27/2021	22514-22532		\$	53,448.44
Board Payroll Checks - 02/01/2021	22533-22537		\$	4,141.39
		Total	\$\$	112,127.03
General Checking - 01/14/2021	55084-55121		\$	210,932.81
General Checking - 01/28/2021	55122-55161		\$	472,504.32
General Checking - 02/01/2021	55162-55172		\$	1,301,566.08
		Total	\$	1,985,003.21
GRAN	D TOTAL		\$	2,097,130.24

# LEUCADIA WASTEWATER DISTRICT EMPLOYEE PAYROLL CHECK REPORT

Payroll Date:	January 6, 2021
---------------	-----------------

<u>Check Nos.</u>

<u>Date</u>

<u>Amount</u>

22493-22494

1/6/2021

\$ 638.18

## LEUCADIA WASTEWATER DISTRICT EMPLOYEE PAYROLL CHECK REPORT

<u> Check Nos.</u>

<u>Date</u>

<u>Amount</u>

22495-22513

.

1/13/2021

\$ 53,899.02

.

Check/Voucher Register - CHECK REGISTER

1001 - Opus Bank General Checking

From 1/14/2021 Through 1/14/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
ABILÄ	55084	1/14/2021	6,055.62	MIP Accounting Software Renewal
	Total 55084		6,055.62	
ADS LLC	55085	1/14/2021	4,340.00	Flow Metering & Data - Dec
ADS LLC		1/14/2021	1,340.00	Meter Maint & Data Delivery - Dec
	Total 55085		5,680.00	
Atlas Technical Consultants LLC	55086	1/14/2021	3,163.00	Geotech Eng Svcs FY20 Gravity Line - Dec
Atlas Technical Consultants LLC		1/14/2021	705.00	Geotech Eng Svcs LPS Rehab Proj - Dec
	Total 55086		3,868.00	
AT&T	55087	1/14/2021	227.46	Phone Svc for Elevator
	Total 55087		227,46	
CITY OF CARLSBAD	55088	1/14/2021	31.51	Water @ Fire Line
CITY OF CARLSBAD		1/14/2021	594.30	Water @ Plant
CITY OF CARLSBAD CITY OF CARLSBAD		1/14/2021 1/14/2021	208.67 286.96	Water @ Vactor Water @ Vactor 2
	Total 55088		1,121.44	
COSCO FIRE PROTECTION	55089	1/14/2021	390.00	Elevator Recall Testing
	Total 55089		390.00	
COX COMMUNICATIONS SAN DIEGO	55090	1/14/2021	1,050.00	Internet Svc
	Total 55090		1,050.00	
CSRMA	55091	1/14/2021	127,589.00	Pooled Liability - CY 2021
	Total 55091		127,589.00	
DATA NET SOLUTIONS GROUP	55092	1/14/2021	2,746.00	IS Maint & Support
	Total 55092		2,746.00	
DIG SAFE BOARD	55093	1/14/2021	96.47	Monthly Underground State Fees
	Total 55093		96.47	
DOWNSTREAM SERVICES, INC.	55094	1/14/2021	75.00	Stormwater Maint
	Total 55094		75.00	
EVOQUA WATER TECHNOLOGIES, LLC	55095	1/14/2021	1,390.00	Powerwash Fan Internals & Wheel - BPS
EVOQUA WATER TECHNOLOGIES, LLC		1/14/2021	12,190.00	Remove/Dispose Hazardous Carbon - BPS
	Total 55095		13,580.00	

Date: 1/14/21 12:34:30 PM

#### Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking

From 1/14/2021 Through 1/14/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
HAAKER EQUIPMENT CO HAAKER EQUIPMENT CO	55096	1/14/2021 1/14/2021	43.01 2,569.84	Estop Switch Knob New Bulldog 1/2" Nozzle
	Total 55096		2,612.85	
MAVTECK	55097	1/14/2021	10,800.00	FY20 Gravity Line Proj Constr Mgmt Svcs - Dec
MAVTECK		1/14/2021	12,120.00	LPS Rehab CM Svcs - Dec
	Total 55097		22,920.00	
MESA REPROGRAPHICS	55098	1/14/2021	18.00	Doc Addendum - FY21 Gravity Line Proj
	Total 55098		18.00	
MITSUBISHI ELECTRIC US, INC	55099	1/14/2021	1,396.00	Annual Compliance Testing - Elevator
MITSUBISHI ELECTRIC US, INC		1/14/2021	324.88	Elevator Maint/Svc - Jan
	Total 55099		1,720.88	
NAPA AUTO	55100	1/14/2021	150.63	Fuel Filters
	Total 55100		150.63	
OFFICE DEPOT, INC.	55101	1/14/2021	216.35	Battery for E Estates PS
	Total 55101		216.35	
OLIVENHAIN MUNICIPAL WATER DISTRICT	55102	1/14/2021	65.60	Recycled Water @ Traveling
OLIVENHAIN MUNICIPAL WATER DISTRICT		1/14/2021	47.62	Water @ E Estates PS
OLIVENHAIN MUNICIPAL WATER DISTRICT		1/14/2021	302.08	Water @ Traveling
OLIVENHAIN MUNICIPAL WATER DISTRICT		1/14/2021	295.43	Water @ Traveling 2
OLIVENHAIN MUNICIPAL WATER DISTRICT		1/14/2021	47.62	Water @ VP5 PS
OLIVENHAIN MUNICIPAL WATER DISTRICT		1/14/2021	47.62	Water @ VP7
	Total 55102		805.97	
PLANT PEOPLE, INC	55103	1/14/2021	158.00	Office Plant Maint - Jan
	Total 55103		158.00	
Premier Chevrolet of Carlsbad	55104	1/14/2021	82.80	Oil Change Truck #156
	Total 55104		82.80	
PROFORMA PRINT & PROMOTIONS	55105	1/14/2021	496.17	A/P Check Order (1,000)
	Total 55105		496.17	

ı.

Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking From 1/14/2021 Through 1/14/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
PRUDENTIAL OVERALL SUPPLY PRUDENTIAL OVERALL SUPPLY PRUDENTIAL OVERALL SUPPLY PRUDENTIAL OVERALL SUPPLY PRUDENTIAL OVERALL SUPPLY	55106	1/14/2021 1/14/2021 1/14/2021 1/14/2021 1/14/2021	119.02 86.55 156.74 158.72 111.99	Laundry Svc - Wk Ending 1/7/21 Laundry Svc - Wk Ending 12/10/20 Laundry Svc - Wk Ending 12/17/20 Laundry Svc - Wk Ending 12/24/20 Laundry Svc - Wk Ending 12/31/20
	Total 55106		633.02	
Quench USA Inc	55107	1/14/2021	136.85	Filtered Water Svc - 12/19-1/18
	Total 55107		136.85	
RFYEAGER ENGINEERING, INC	55108	1/14/2021	6,380.00	Cathodic Protection Assessment
	Total 55108		6,380.00	
RISING TIDE PARTNERS	55109	1/14/2021	3,037.50	Public Information - Dec
	Total 55109		3,037.50	
STAPLES	55110	1/14/2021	555.38	Office Supplies
	Total 55110		555.38	
STATE WATER RESOURCES CONTROL BOARD	55111	1/14/2021	1,474.00	Annual Permit Fee - Gafner Plant
	Total 55111		1,474.00	
SUNBELT RENTALS, INC	55112	1/14/2021	457.92	Forklift Rental - BPS
	Total 55112		457.92	
TERMINIX PROCESSING CENTER	55113	1/14/2021	77.00	Monthly Pest Svc - Dec
n .	Total 55113		77.00	
Professional Exchange Service Corporation	55114	1/14/2021	90.00	Answering Svc - Dec
	Total 55114		90.00	
T.S. INDUSTRIAL SUPPLY	55115	1/14/2021	260.15	Fire Hose, Steel Bands/Clamps
	Total 55115		260.15	
UNDERGROUND SERVICE ALERTS/C	55116	1/14/2021	150.25	Underground Alarm Svc
	Total 55116		150.25	
UNIFIRST FIRST AID CORP UNIFIRST FIRST AID CORP	55117	1/14/2021 1/14/2021	926.65 138.32	AED Batteries (2) First Aid Supplies
	Total 55117		1,064.97	
CONCENTRA	55118	1/14/2021	99.00	DOT Re-Cert & Physical - RR
Date: 1/14/21 12:34:30 PM				Page: 3

#### Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking From 1/14/2021 Through 1/14/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
	Total 55118		99.00	
VERIZON WIRELESS	55119	1/14/2021	21.27	Telemetry for Cell Phones
	Total 55119		21.27	
WASTE MANAGEMENT	55120	1/14/2021	277.66	Trash Svc - Dec
	Total 55120		277.66	
WORDEN WILLIAMS LLP	55121	1/14/2021	4,557.20	Legal Fees - Dec
	Total 55121		4,557.20	
Report Total			210,932.81	

. ...

ï

# LEUCADIA WASTEWATER DISTRICT EMPLOYEE PAYROLL CHECK REPORT

Payroll Date:	January 27, 2021
r aji on Baloi	oundary 21, 2021

Check Nos.

<u>Date</u>

<u>Amount</u>

22514-22532

1/27/2021

\$ 53,448.44

#### Leucadia Wastewater District Check/Voucher Register - CHECK REGISTER

1001 - Opus Bank General Checking

From 1/28/2021 Through 1/28/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
ALLIANT INSURANCE SERVICES	55122	1/28/2021	609.00	Equip Floater Ins Addition - FY21
	Total 55122		609.00	
ARROW PIPELINE REPAIR INC dba Pacific Drain and Plumbing	55123	1/28/2021	1,227.00	Replace Water Heater Circulation Pump
	Total 55123		1,227.00	
AT&T	55124	1/28/2021	139.98	Phone Svc @ BPS
	Total 55124		139.98	
BANNER BANK	55125	1/28/2021	18,222.40	Retention for Stanek Constr - LPS Rehab Proj
	Total 55125		18,222.40	
CARLSBAD FUELS CORPORATION	55126	1/28/2021	1,290.06	Vehicle Fuels
	Total 55126		1,290.06	
CHICAGO TITLE COMPANY	55127	1/28/2021	48.00	Recording Svc - FY20 Gravity Line
	Total 55127		48.00	
CORODATA	55128	1/28/2021	81.08	File Storage - Dec
	Total 55128		81.08	
CWEA CWEA CWEA	55129	1/28/2021 1/28/2021 1/28/2021	192.00 101.00 192.00	Membership Renewal - G Mendez Membership Renewal - M Avalos Membership Renewal - T Amos
	Total 55129		485.00	
DEXTER WILSON ENGINEERING DEXTER WILSON ENGINEERING DEXTER WILSON ENGINEERING DEXTER WILSON ENGINEERING DEXTER WILSON ENGINEERING	55130	1/28/2021 1/28/2021 1/28/2021 1/28/2021 1/28/2021	57.00 114.00 171.00 114.00 7,087.00	GE/0996/Dec/Enc Bch Hotel GE/1105/Dec/Caudor PS GE/1109/Dec/Lagasse Annex GE/1110/Dec/Shake Shack General Englneering/CIP/Dec
	Total 55130		7,543.00	
EVOQUA WATER TECHNOLOGIES, LLC	55131	1/28/2021	10,145.24	Bioxide - Dec
	Total 55131		10,145.24	
FEDERAL EXPRESS CORPORATION	55132	1/28/2021	12.90	Shipping
	Total 55132		12.90	
HAAKER EQUIPMENT CO HAAKER EQUIPMENT CO	55133	1/28/2021 1/28/2021	91.59 786.58	Foam Insulator Manhole Roller, Foam Insulator & 4-Prong Rake

Date: 1/28/21 03:59:00 PM

Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking

From 1/28/2021 Through 1/28/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
	Total 55133		878.17	
HADRONEX INC dba: SMARTCOVER SYSTEMS	55134	1/28/2021	6,567.70	Yr 2 of 3 H2S Monitoring Svc/Maint
	Total 55134		6,567.70	
HEAVILAND ENTERPRISES, INC HEAVILAND ENTERPRISES, INC	55135	1/28/2021 1/28/2021	857.00 304.00	Landscaping Svc - Jan Vegetation Line Maint - Jan
	Total 55135		1,161.00	
ICMA RETIREMENT-303979	55136	1/28/2021	12,096.38	Deferred Comp
	Total 55136		12,096.38	
IWATER, INC	55137	1/28/2021	9,000.00	Annual Maintenance/Support InfraMAP Enterprise
	Total 55137		9,000.00	
Jennifer Cates	55138	1/28/2021	3,000.00	2911 Via Pepita - Lateral Reimbursement
	Total 55138		3,000.00	
LA COSTA LOGO, LLC	55139	1/28/2021	1,563.32	LWD Logoed School Giveaways
	Total 55139		1,563.32	
SAN DIEGO LAFCO	55140	1/28/2021	6,405.00	Lagasse Annexation
	Total 55140		6,405.00	
MALLORY SAFETY AND SUPPLY MALLORY SAFETY AND SUPPLY	55141	1/28/2021 1/28/2021	114.08 392.84	Disposable Ear Plugs Nitrile Gloves
	Total 55141		506.92	
Mark Brechbiel	55142	1/28/2021	119.62	BOD Photo Framing - M Brown
	Total 55142		119.62	
Michael Bell	55143	1/28/2021	1,589.50	829 Sunrich Lane - Lateral Reimbursement
	Total 55143		1,589.50	
MSC JANITORIAL SERVICE, INC	55144	1/28/2021	2,004.50	Janitorial Svc - Jan
	Total 55144		2,004.50	
NAPA AUTO	55145	1/28/2021	83.99	Battery Cabling - Golf Cart #163
	Total 55145		83.99	
NATIONWIDE RETIREMENT SOLUTIONS	55146	1/28/2021	590.98	Deferred Comp

Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking

From 1/28/2021 Through 1/28/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
	Total 55146		590.98	
PACIFIC RIM MECHANICAL PACIFIC RIM MECHANICAL	55147	1/28/2021 1/28/2021	423.55 2,395.50	Boiler Serviced HVAC Maint Admin - Q3 FY21
	Total 55147		2,819.05	
Premier Chevrolet of Carlsbad	55148	1/28/2021	1,344.70	Braking/Steering Svc - Truck #155
Premier Chevrolet of Carlsbad		1/28/2021	350,48	Trailer Brake Svc - Truck #155
	Total 55148		1,695.18	
PRUDENTIAL OVERALL SUPPLY PRUDENTIAL OVERALL SUPPLY	55149	1/28/2021 1/28/2021	127.77 113.75	Laundry Svc - Wk Ending 1/14/21 Laundry Svc - Wk Ending 1/21/21
	Total 55149	-,,	241,52	
ROCKWELL CONSTRUCTION	55150	1/28/2021		
SERVICES, INC	33130	1/20/2021	3,982.50	LPS Rehab Elec/Instrumentation/Inspect Svcs
	Total 55150		3,982.50	
CURNEY RUSSELL	55151	1/28/2021	254.38	Safety Boots - C Russell
	Total 55151		254.38	
SAN DIEGUITO WATER DISTRICT	55152	1/28/2021	297.63	Water @ BPS
SAN DIEGUITO WATER DISTRICT		1/28/2021	50.88	Water @ Tanker
SAN DIEGUITO WATER DISTRICT		1/28/2021	197.16	Water @ Tanker 2
	Total 55152		545.67	
SAN DIEGO GAS & ELECTIRC	55153	1/28/2021	2,513.85	Electric @ Admin
SAN DIEGO GAS & ELECTIRC		1/28/2021	95.68	Electric @ Avocado PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	628.86	Electric @ AWT
SAN DIEGO GAS & ELECTIRC		1/28/2021	11,103.51	Electric @ BPS
SAN DIEGO GAS & ELECTIRC		1/28/2021	322.11	Electric @ Diana PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	658.79	Electric @ E Estates PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	746.18	Electric @ La Costa PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	9,011.18	Electric @ LPS
SAN DIEGO GAS & ELECTIRC		1/28/2021	156.04	Electric @ RV PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	731.48	Electric @ Saxony PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	293.78	Electric @ VP5 PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	129.57	Electric @ VP7 PS
SAN DIEGO GAS & ELECTIRC		1/28/2021	414.39	Gas @ Admin
	Total 55153		26,805.42	
SOUTHERN CONTRACTING COMPANY	55154	1/28/2021	540.00	Increase Starting Torque - VP5 PS
	Total 55154		540,00	
SPACELINK/I2B NETWORK	55155	1/28/2021	160.00	Webcam @ BPS 1/14-2/13
Date: 1/28/21 03:59:00 PM				Page: 3

.

### Leucadia Wastewater District

### Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking

From 1/28/2021 Through 1/28/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
· · ·	Total 55155		160.00	
STANEK CONSTRUCTORS, INC	55156	1/28/2021	346,225.60	LPS Rehab Proj - Dec
	Total 55156		346,225.60	
STAPLES	55157	1/28/2021	37.56	Office Supplies
	Total 55157		37.56	
SAN DIEGO UNION TRIBUNE	55158	1/28/2021	677.31	Public Bid Notice - FY21 Gravity Line
	Total 55158		677.31	
V&A CONSULTING ENGINEERS	55159	1/28/2021	2,000.00	SM Creek Flow - Oct to Dec
	Total 55159		2,000.00	
VERIZON WIRELESS	55160	1/28/2021	1,074.39	Cell Phone Usage
	Total 55160		1,074.39	
WATERUSE ASSOCIATION-SAN DIEGO REGIONAL CHAPTER	55161	1/28/2021	75.00	Membership - R Morishita
	Total 55161		75.00	
Report Total			472,504.32	

### LEUCADIA WASTEWATER DISTRICT BOARD PAYROLL CHECK REPORT

Payroll Date:	February 1, 2021	2
<u>Check No.</u>	Date	Amount
22533-22537	2/1/2021	\$4,141.39

2

#### Leucadia Wastewater District Check/Voucher Register - CHECK REGISTER 1001 - Opus Bank General Checking From 2/1/2021 Through 2/1/2021

Vendor Name	Check Number	Effective Date	Check Amount	Transaction Description
AZTEC LEASING, INC	55162	2/1/2021	530.88	Copier Lease - Jan
	Total 55162		530.88	
COLONIAL LIFE INS	55163	2/1/2021	137.24	Accident/Critical Ins - Jan
	Total 55163		137.24	
COUNTY OF SAN DIEGO	55164	2/1/2021	1,221.00	LPS Facility Permit - 2/28/2021-2/28/2022
	Total 55164		1,221.00	
COX COMMUNICATIONS SAN DIEGO	55165	2/1/2021	527.14	Phone Svc
	Total 55165		527.14	
DAVIS FARR LLP	55166	2/1/2021	7,000.00	Audit Svcs - Oct
	Total 55166		7,000.00	
ENCINA WASTEWATER AUTHORITY	55167	2/1/2021	559,491.45	2nd Qtr Billing - Capital
ENCINA WASTEWATER AUTHORITY		2/1/2021	588,407.09	2nd Qtr Billing - Q/M
ENCINA WASTEWATER		2/1/2021	2,039.50	AWT Lab Reports - Q3 FY21
AUTHORITY ENCINA WASTEWATER AUTHORITY		2/1/2021	136,907.00	Pension Payment - Q3 FY21
	Total 55167		1,286,845.04	
HARTFORD LIFE & ACCIDENT INS.	55168	2/1/2021	475.97	Life Insurance - Feb
	Total 55168		475.97	
HUMANA DENTAL INS.	55169	2/1/2021	3,084.64	Dental Insurance - Feb
	Total 55169		3,084.64	
MES VISION	55170	2/1/2021	412.18	Vision Insurance - Feb
	Total 55170		412.18	
MUTUAL OF OMAHA	55171	2/1/2021	1,195,14	Disability Insurance - Feb
	Total 55171		1,195.14	
Quench USA Inc	55172	2/1/2021	136.85	Filtered Water Svc - 1/19-2/18
	Total 55172		136.85	
Report Total			1,301,566.08	

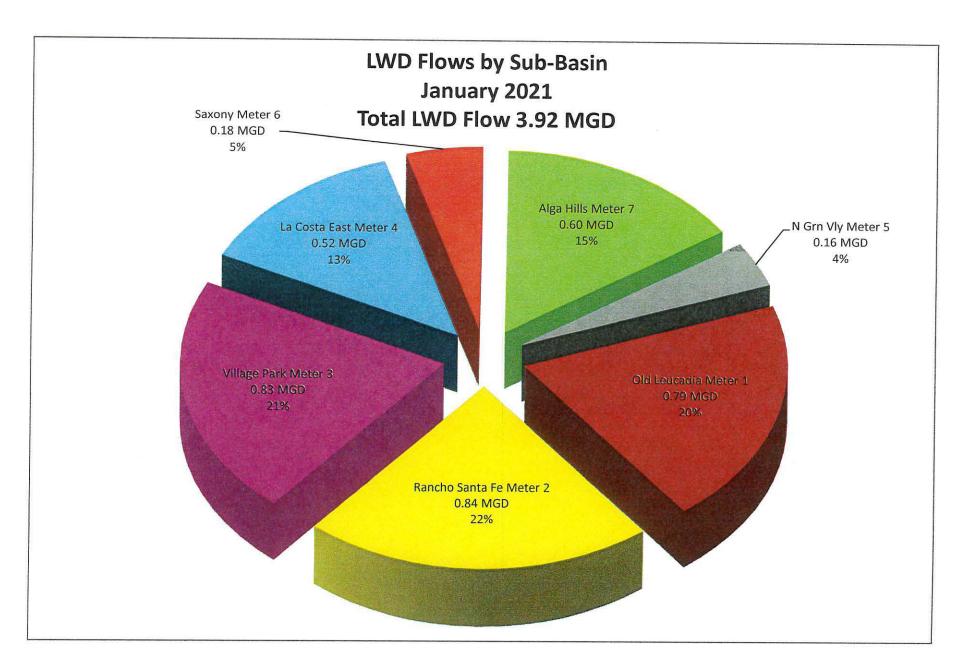
Date: 2/1/21 02:55:48 PM

Page: 1

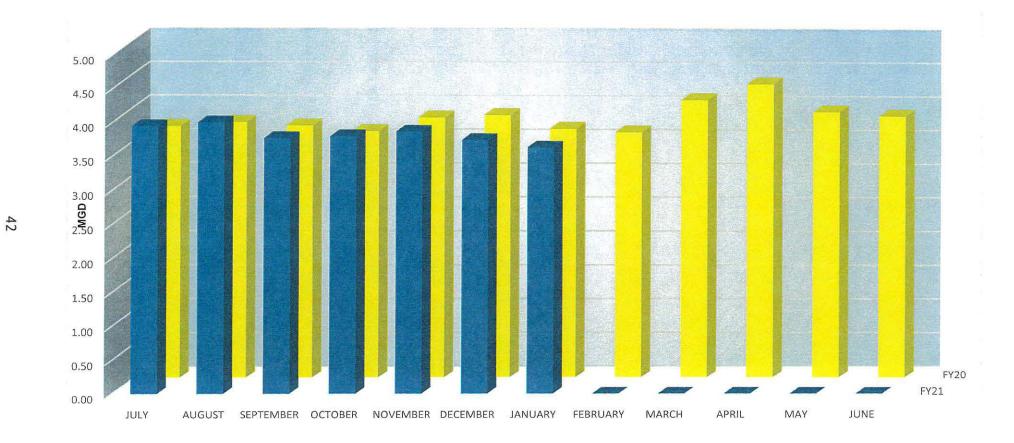
### LEUCADIA WASTEWATER DISTRICT OPERATIONS REPORT FISCAL YEAR 2021 (July 2020 - June 2021)

CURRENT MONT	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·					FY 2020
Period	Total Rain	Total Flow	Added EDU's	LWD ADF	GPD/EDU	RECLAIMED		LWD ADF
	Inches	MG	28,738.54	(MGD)		Total (ac-ft/mo)	는 160명 1619 1649 1649 1649 1649 1649 1649 1649	(MGD)
JULY	0.00	122.45	1.05	3.95	137.44	48.21		3.71
YTD			28,739.59					
AUGUST	0.00	124.31	6.50	4.01	139.50	47.43		3.77
YTD			28,746.09					
SEPTEMBER	0.00	113.40	2.25	3.78	131.49	38.42		3.72
YTD			28,748.34					
OCTOBER	0.02	118.11	1.75	3.81	132.52	30.66		3.64
YTD			28,750.09					
NOVEMBER	0.50	116.40	4.75	3.88	134.93	10.01		3.84
YTD			28,754.84					
DECEMBER	0.79	116.56	2.00	3.76	130.75	11.26		3.88
YTD			28,756.84					
JANUARY	2.25	113.15	1.25	3.65	126.92	0.00		3.68
YTD			28,758.09					
FEBRUARY								3.63
YTD								
MARCH								4.11
YTD								_
APRIL								4.35
YTD								
MAY								3.94
YTD								
JUNE								3.88
YTD								
YTD Totals	3.56	824.38	19.55			185.99		
Mo Average	0.51	117.77	2.79	3.83	133.36	26.57		3.85

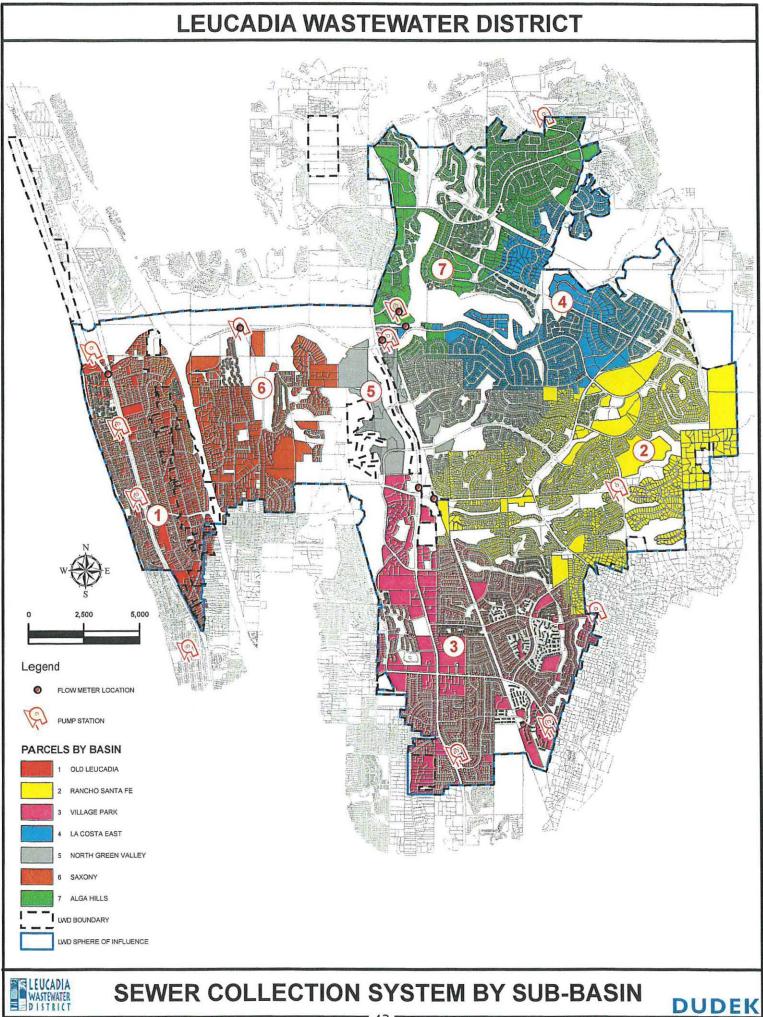
operations report



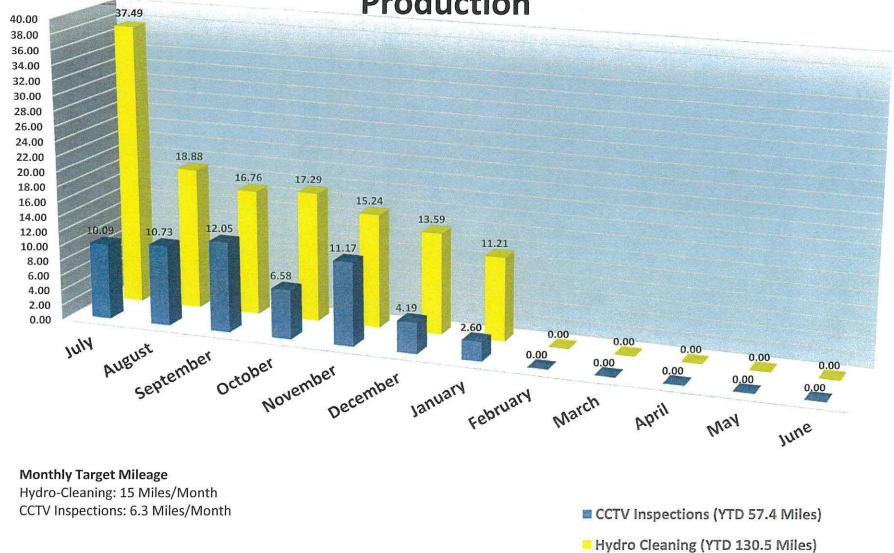
# Leucadia Wastewater District Flow Comparison FY20 to FY21



Month



# FY-21 CCTV Inspections & Hydro Cleaning Production





### Operations and Administration Training Report January 2021

Training & Safety Events for the month January 2021		Hours	
Description	Ops	Admin	Total
AB1825 Supervisor's Harassment Prevention Training	0.0	4.0	4.0
CSFMO Tracking & Accounting for Capital Assets	0.0	1.5	1.5
Lockout / Tagout	2.5	0.0	2.5
No Sexual Harassment / Anti-Harassment	2.0	0.0	2.0
Records Management Webinar (CSDA)	0.0	6.0	6.0
Storm Water Pollutions Prevention	5.0	0.0	5.0
Underground Marking & Locating	0.75	0.00	0.75
Vapex Training	4.0	0.0	4.0
Total Training Hours	14.25	11.50	25.75
YTD Monthly	y Avg		23
YTD T	otals		278

Conferences for the month of January 2021	Attendees					
Description	Ops	Admin	Total			
CASA	1	3	4			
CSRMA	0	1	1			
Total Attended Conferences	1	4	5			

Notes:

Trainings include web-based, classroom, tailgates and safety events



### Operations and Administration Training Report Summary for Fiscal Year 2021

Training		Hours	
Month	Ops	Admin	Total
Jul-20	27.00	6.00	33.00
Aug-20	69.00	5.00	74.00
Sep-20	60.00	7.00	67.00
Oct-20	7.00	12.50	19.50
Nov-20	39.50	3.00	42.50
Dec-20	13.50	3.00	16.50
Jan-21	14.25	11.50	25.75
Feb-21	0.00	0.00	0.00
Mar-21	0.00	0.00	0.00
Apr-21	0.00	0.00	0.00
May-21	0.00	0.00	0.00
Jun-21	0.00	0.00	0.00
YTD Totals	230.25	48.00	278.25
YTD Monthly Avg	19.19	4.00	23.19

Conferences	Attendees					
Month	Ops	Admin	Total			
Jul-20	0.00	0.00	0.00			
Aug-20	1.00	3.00	4.00			
Sep-20	0.00	0.00	0.00			
Oct-20	12.00	0.00	12.00			
Nov-20	2.00	1.00	3.00			
Dec-20	0.00	0.00	0.00			
Jan-21	1.00	4.00	5.00			
Feb-21	0.00	0.00	0.00			
Mar-21	0.00	0.00	0.00			
Apr-21	0.00	0.00	0.00			
May-21	0.00	0.00	0.00			
Jun-21	0.00	0.00	0.00			
YTD Total	16.00	8.00	24.00			
YTD Monthly Avg	1.33	0.67	2.00			

Notes:

Trainings include web-based, classroom, and tailgates Conferences include CASA, CWEA, CSDA, CSRMA, CSFMO

# Leucadia Wastewater District

### Balance Sheet

### As of 1/31/2021

.

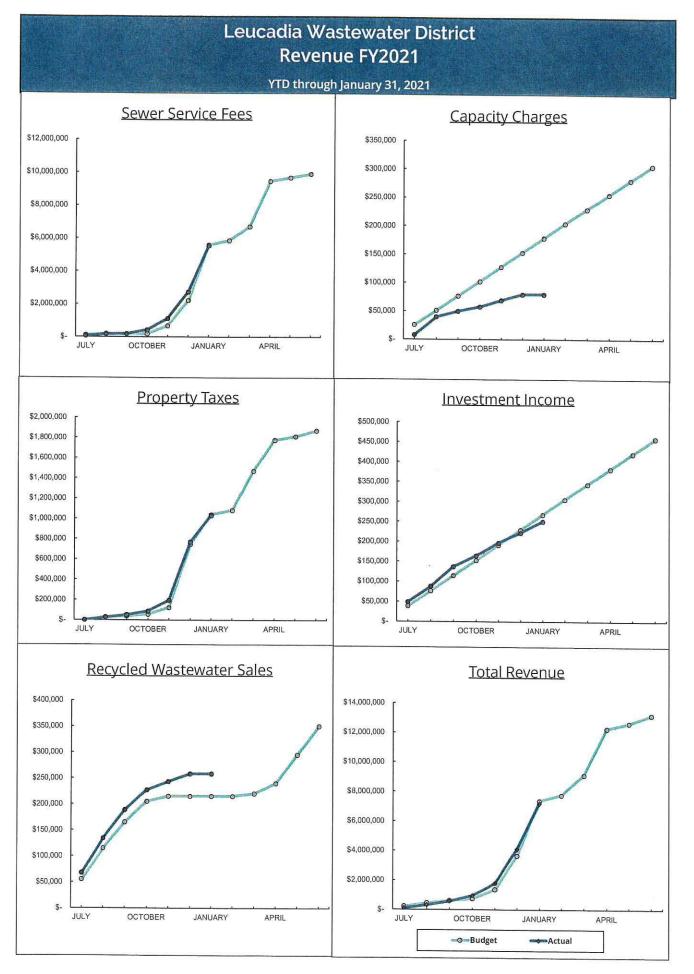
	Amount
Assets	
Cash & Investments	33,537,349.39
Accounts Receivables	125,752.75
Net OPEB Asset	75,859.00
Prepaid Expense	294,303.05
Funds held with Encina Wastewater Authority	2,041,200.00
Capital Assets	173,554,271.16
Less Accumulated Depreciation	(60,835,675.68)
Total Assets	148,793,059.67
Deferred Outflows	
PERS Pension Deferred Outflows	1,396,803.00
OPEB Health Deferred Outflows	76,648.00
Total Deferred Outflows	1,473,451.00
Total Assets & Deferred Outflows	150,266,510.67
Liabilities	
Accounts Payable & Accrued Expenses	1,852,454.68
Developer Deposits	77,910.11
Net Pension Liability	4,386,823.00
Total Liabilities	6,317,187.79
Deferred Inflows	
PERS Pension Deferred Inflows	282,136.00
PERS Projected/Actual Earnings Difference	76,695.00
OPEB Health Deferred Inflows	4,397.00
Total Deferred Inflows	363,228.00
Net Position	
Beginning Net Position (as of June 30, 2020)	
Investment in Capital Assets	112,718,595.48
Reserves	34,240,653.54
Total Beginning Net Position (as of June 30, 2020) Current Change In Net Position	146,959,249.02
Other	(3,373,154.14)
Total Current Change In Net Position	(3,373,154.14)
Total Net Position	143,586,094.88
Total Liabilites, Deferred Inflows & Net Position	150,266,510.67

# Leucadia Wastewater District

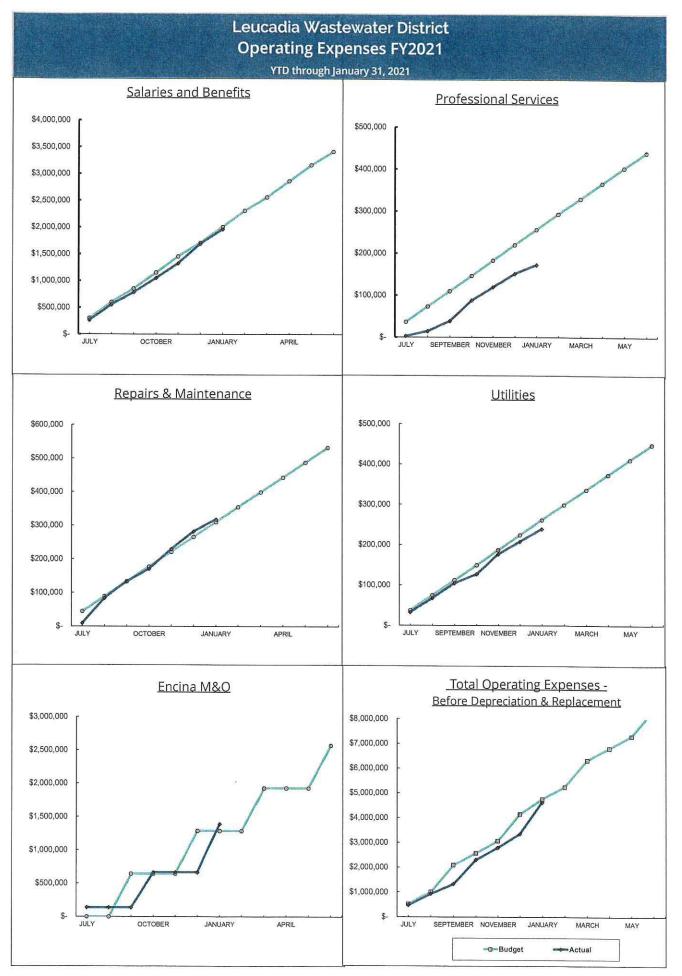
# Summary Budget Comparison - Revenues and Operating Expenses

From 7/1/2020 Through 1/31/2021

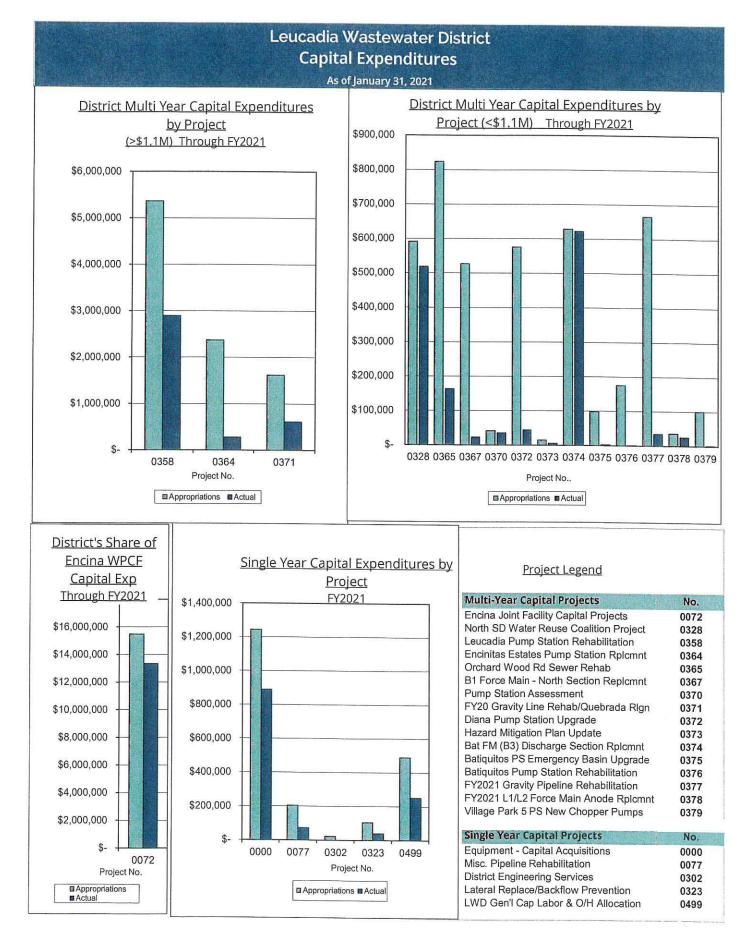
Account Title	YTD Actual	Total Annual Budget	Remaining Budget	Percentage Total Budget Úsed
<b>OPERATING REVENUES</b>	_			
3110 Sewer Service Fees	\$ 5,534,111.57	\$ 9,891,110.00	\$ 4,356,998.43	56.0%
3150 Recycled Water Sales	243,053.40	350,000.00	106,946.60	69.4%
3100 Misc. Operating Revenue	26,121.17	191,753.00	165,631.83	13.6%
TOTAL OPERATING REVENUES	\$ 5,803,286.14	\$10,432,863.00	\$ 4,629,576.86	55.6%
OPERATING EXPENSES				
4100 Salaries	\$ 1,217,832.41	\$ 2,094,973.00	\$ 877,140.59	58.1%
4200 Employee Benefits	836,027.59	1,515,744.00	679,716.41	55.2%
4300 Directors Expense	47,224.37	151,700.00	104,475.63	31.1%
4400 Election Expense	32,000.00	37,000.00	5,000.00	86.5%
4600 Gas, Oil & Fuel	17,460.31	41,000.00	23,539.69	42.6%
4700 Insurance Expense	156,740.46	150,300.00	(6,440.46)	104.3%
4800 Memberships	30,803.89	37,850.00	7,046.11	81.4%
4900 Office Expense	80,421.75	169,200.00	88,778.25	47.5%
5000 Operating Supplies	80,788.81	205,500.00	124,711.19	39.3%
5200 Professional Services	172,465.91	439,900.00	267,434.09	39.2%
5300 Printing & Publishing	11,301.38	29,600.00	18,298.62	38.2%
5400 Rents & Leases	7,613.56	18,300.00	10,686.44	41.6%
5500 Repairs & Maintenance	317,407.19	531,680.00	<b>214,272.8</b> 1	59.7%
5600 Monitoring & Permits	52,213.17	70,800.00	18,586.83	73.7%
5700 Training & Development	17,020.97	49,500.00	32,479.03	34.4%
5900 Utilities	239,0 <del>9</del> 7.90	448,600.00	209,502.10	53.3%
6100 LAFCO Operations	6,909.88	7,700.00	790.12	89.7%
6200 Encina Operating Expense	1,388,870.56	2,569,500.00	1,180,629.44	54.1%
6900 Admin O/H alloc to Capital	(90,676.33)	(192,756.00)	(102,079.67)	47.0%
TOTAL OPERATING EXPENSES	\$ 4,621,523.78	\$ 8,376,091.00	\$ 3,754,567.22	55.2%
NON-OPERATING REVENUES				
3130 Capacity Fees	\$ 78,879.50	\$ 305,340.00	\$ 226,460.50	25.8%
3220 Property Taxes	1,030,046.01	1,870,000.00	839,953.99	55.1%
3250 Investment Income	250,130.25	458,000.00	207,869.75	54.6%
3290 Misc. Non Op Revenue	33,473.51	86,200.00	52,726.49	38.8%
TOTAL NON-OPERATING REVENUES	\$ 1,392,529.27	\$ 2,719,540.00	\$ 1,327,010.73	51.2%



\* Preliminary: subject to future review, reconciliation, accruals, and audit



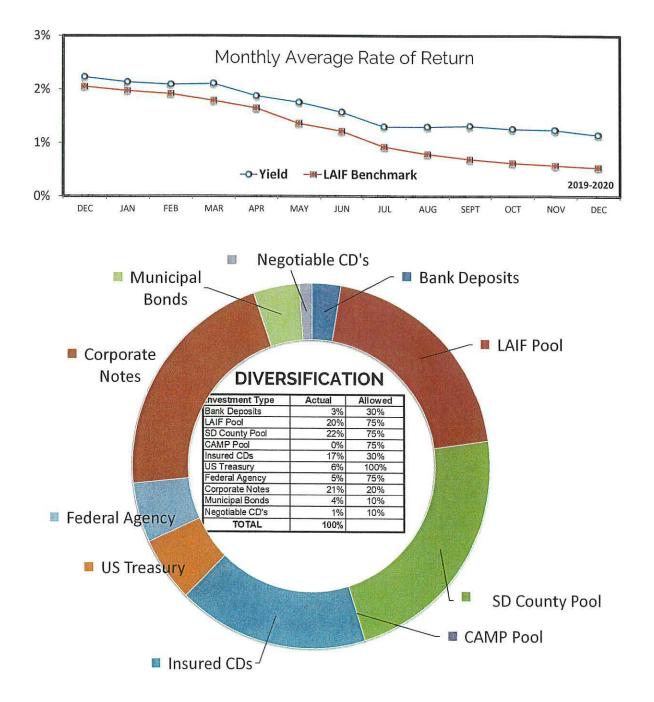
\* Preliminary: subject to future review, reconciliation, accruals, and audit

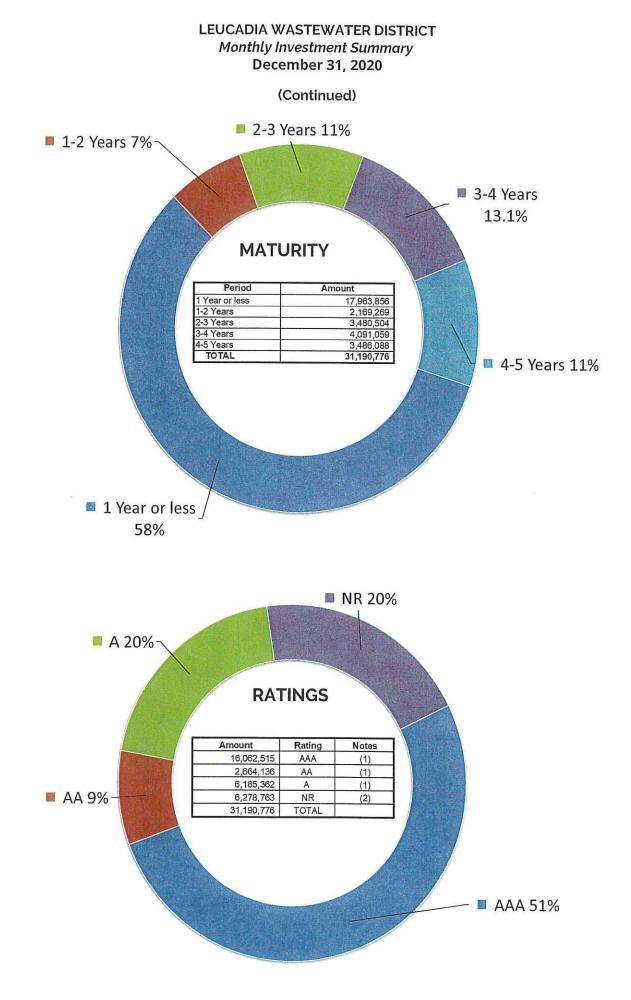


\* Preliminary: subject to future review, reconciliation, accruals, and audit

### LEUCADIA WASTEWATER DISTRICT Monthly Investment Summary December 31, 2020

		Principal (Original Cost)					Average	
Cash Equivalents & Investments		Nov 30, 2020		Dec 31, 2020		nterest	Rate	
Pacific Premier Bank Reserves		354,199	\$	832,491	\$	7	0.005%	
LAIF Pool		6,378,763	10	6,278,763	\$	2,848	0.540%	
SD County Pool		5,972,370		6,972,370		4,964	0.905%	
CAMP Pool		818,482		2,931		14	0.120%	
Certificates of Deposit - Insured		5,379,000		5,380,000		6,672	1.454%	
US Treasury Notes		1,791,703		1,791,703		2,778	1.860%	
Federal Agency Notes		1,647,110		1,647,110		828	0.616%	
Municipal Bonds		1,296,424		1,296,424		1,113	0.969%	
Corporate Bonds/Notes		6,370,967		6,638,984		9,681	1.699%	
Negotiable CD's		350,000		350,000		540	2.040%	
Totals	\$	30,359,018	\$	31,190,776	\$	29,444	1.148%	

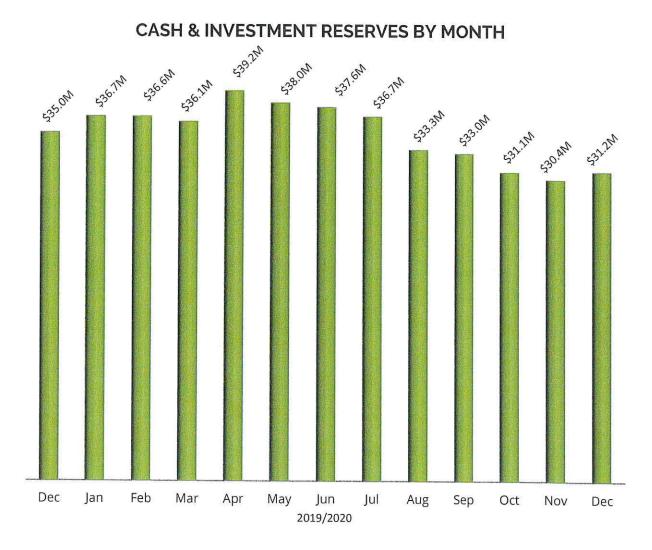




CAMP Pool & SD County Pool, are rated by Standard & Poors. Investments are rated by Moody's.
 LAIF is not rated

### LEUCADIA WASTEWATER DISTRICT Monthly Investment Summary December 31, 2020

(Continued)



### **INVESTMENT TRANSACTIONS**

For the months of December, 2020							N	
Investment		Purchases	Sales	& Maturities	Maturity Date	CUSIP	YTM at Cost	e t
NY Community Bank Insured CD JPMorgan Chase Bk NA Insured CD	\$	249,000	¢	248.000	12/11/2023 12/12/2020	649447UK3 48128UDX4	0.35%	
Chevron Corp (Callable) Note	\$	268,018	Ψ	240,000	3/3/2024	166764BT6	1.00% 0.65%	

TOTAL \$ 517,018 \$ 248,000

Investment transactions above are investment purchases, sales, and maturities during the month. They do not include internal transfers between District's checking a/c's and cash equivalents (pools/reserves)

### MEMORANDUM

DATE:	February 4, 2021	Ref: 21-7496
TO:	Board of Directors	
FROM:	Paul J. Bushee, General Manager	
SUBJECT:	LWD QUARTERLY TREASURER'S INVESTMENT REPORT	

### **RECOMMENDATION:**

Staff requests that the Board of Directors:

1. Receive and file LWD's Quarterly Treasurer's Investment Report

### **DISCUSSION:**

In accordance with California Government Code Section #53646 LWD is encouraged to render the Quarterly Treasurer's Investment Report to the Board of Directors for its consideration. For your convenience, staff has developed a one-page summary of LWD's investments for the quarter ending December 31, 2020 (see attached). A copy of the full Quarterly Treasurer's Investment Reports has been enclosed for your review.

rad:PJB

Attachment

# LEUCADIA WASTEWATER DISTRICT QUARTERLY TREASURER'S REPORT SUMMARY 12-31-2020

	_	CASH & INVESTM						
		UARTERLY TREASURER'S PAR VALUE		MORTIZED COST	% OF TOTAL		MARKET VALUE	
ASSETS		12/31/2020		12/31/2020	Actual	Allowed		12/31/2020
CASH IN BANK (Checking/Reserve Accts)	\$	871,738	\$	871,738	3%	25%	\$	871,738
LAIF - STATE INVESTMENT POOL	\$	6,378,763	\$	6,378,763	20%	75%	\$	6,393,251
SAN DIEGO COUNTY INVESTMENT POOL	\$	6,972,370	\$	6,972,370	22%	75%	\$	7,010,000
CAMP - JPA INVESTMENT POOL	\$	2,931	\$	2,931	0%	75%	\$	2,931
FEDERAL AGENCY SECURITIES	\$	1,650,000	\$	1,647,246	5%	75%	\$	1,656,391
US TREASURY BONDS/NOTES	\$	1,800,000	\$	1,797,299	6%	75%	\$	1,812,063
CORPORATE NOTES	\$	6,550,000	\$	6,634,489	21%	20%	\$	6,670,546
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$	350,000	\$	350,000	1%	10%	\$	359,659
INSURED CERTIFICATES OF DEPOSIT	\$	5,380,000	\$	5,380,000	17%	30%	\$	5,576,871
TOTAL CASH & INVESTMENTS	\$	31,195,802	\$	31,331,260	100%		\$	31,644,666

As of December 31, 2020











QUARTERLY RESULTS



Cash & Investments Avg Days to Maturity Change in Cash & Inv

Interest Earned

Average Return

LAIF Benchmark

\$31.6M 517 -\$1.96M \$94K 1.2%

0.6%

56

### MEMORANDUM

DATE:	February 4, 2021
TO:	Board of Directors
FROM:	Paul J. Bushee, General Manager
SUBJECT:	January 2021 Board Disclosure of Reimbursements Report

### **RECOMMENDATION:**

Staff requests that the Board of Directors:

1. Receive and file the Board Disclosure of Reimbursement Report for the month ending January 2021.

### **DISCUSSION:**

Government Code Section §53065 stipulates that Special Districts must disclose reimbursements of \$100 or more on at least an annual basis. Leucadia Wastewater District (LWD) prepares the Disclosure Report every month in accordance with Resolution No. 2291 – The Integrated Travel Authorization and Expense Reimbursement Policy, which is above and beyond the requirements of Government Code Section §53065.

Attached please find the Board Disclosure of Reimbursements report for the month of January 2021 for your review.

tb:PJB

Attachment

### Leucadia Wastewater District Disclosure of Reimbursements Report January 1-31, 2021

onference Date	Description	Director J. Hanson	Director E. Sullivan	Director D. Omsted	Director A. Juliussen	Director M. Brown	GM D. Bushas	TSM D. Moriahita	ASM	Assup
omerence Date	Description	J. Hallson	E. Sullvan	D. Omsted	A. Juliussen	W. Brown	P. Busnee	R. Morishita	R. Duffey	T. Hil
2021 CASA Winter	Registration	165.00	165.00	165.00	165.00	The second second	165.00	165.00		165.0
Virtual Conference	Hotel	105.00	105.00	105.00	105.00		105.00	165.00		165.
January 27-28, 2021	Airfare									
January 21-20, 2021	Meals									
CSRMA Portion	Baggage									11
January 26, 2021	Parking/Coaster									
January 20, 2021	Tips									
	Fuel/mileage/taxi/uber									_
	Total	165.00	165.00	165.00	165.00	0.00	165.00	165.00	0.00	165
	Total	100.00	105.00	100.00	105.00	0.00	105.00	105.00	0.001	105
	Registration									
	Hotel									_
	Airfare									
	Meals									
	Baggage									
	Parking/Coaster									
	Tips/Baggage									
	Fuel/mileage/taxi/uber									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
			a second and the					The state of the second		
	Registration									
	Hotel	11-11 Hell								
	Airfare									
	Meals									
	Baggage			1						
	Parking/Coaster									-
	Tips/Baggage									_
	Fuel/mileage/taxi/uber	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
		a line of the summer of the			-		L. S.	in the second		
	Registration									
	Hotel					11				
	Airfare									
	Meals									
	Baggage									
	Parking/Coaster									
	Tips/Baggage									
	Fuel/mileage/taxi/uber									
	Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0

# Encina Wastewater Authority Report Regular Board Meeting January 27, 2021

# **EWA Board of Directors** - Director Sullivan Reporting

# 1. Committee Assignments for Calendar Year 2021

The Board of Directors received and filed the Committee appointments for Calendar Year 2021.

# 2. 2020 Tactical Plan Achievement Report

The Board of Directors received and filed the 2020 Tactical Plan Achievement Report.

## **Executive Session**

3. Labor Negotiations Government Code §54957.6 Authorized representative: Scott McClelland

There was no action taken.

G:\EWA\EWA Board Reports\CY 2021\EWA Board Meeting Report 1-27-2021.docx

# Ad Hoc Committee Meeting Report

Presented by Director Sullivan

### Meeting held January 14, 2021

The Ad Hoc Committee reviewed the following:

### 1. Strategic Planning Facilitator Proposals

Four firms below submitted proposals by the January 7, 2021 deadline.

- Barber & Gonzales Consulting Group;
- Sterling Insights;
- Regional Government Services; and
- Confidence Consulting

The Ad Hoc Committee and staff discussed the four proposals in detail and reviewed the ratings for each firm.

Following discussion, the Ad Hoc Committee is recommending Confidence Consulting as the Strategic Planning Facilitator and this item will be reviewed later in tonight's agenda.

# **Investment and Finance Committee Meeting Report**

Presented by Vice President Hanson

### Meeting held February 1, 2021

The Investment and Finance Committee (IFC) reviewed the following recommendations:

### 1. Authorize the General Manager to execute a one-year contract amendment (contract amendment No. 2) with Davis Farr LLP for Financial Auditing Services for Fiscal Year 2021 (FY21) in an amount not to exceed \$23,500.

The IFC concurred with staff to present this recommendation to the Board of Directors and it will be discussed later in the agenda.

### 2. The IFC conducted its Annual Review of the LWD Reserve Fund Policy.

Staff presented the Annual Review of LWD's Reserve Fund Policy and is not recommending any changes.

The IFC concurred with staff to recommend that the Board of Directors to receive and file the annual review of the reserve policy and this item will be discussed later in the agenda.

Presented by Director Brown

### Meeting held February 2, 2021

The CAC reviewed the following item:

1. Authorize the General Manager to execute a Professional Services Agreement with Rising Tide Partners (RTP) for Public Information Services in an amount not to exceed \$49,764.00

The CAC concurred with staff to present this recommendation to the Board of Directors and it will be discussed later in the agenda.

### 2. The CAC received updates on the following:

- Website Update;
- LWD Virtual Tour Video; and
- Teacher Grant School Giveaways

These updates were for information purposes and no action was taken. The LWD Virtual Tour Video will be reviewed later in the agenda.

# Engineering Committee Meeting Report

Presented by President Omsted

### Meeting held February 3, 2021

The EC reviewed the following recommendations:

1. Authorize the General Manager to execute an Agreement with Nu Line Technologies, LLC for construction services to complete the Fiscal Year 2021 Cured-in-Place Pipe Lining Project in an amount not to exceed \$342,806.

The EC concurred with staff to present this recommendation to the Board of Directors and it will be discussed later in the agenda.

### 2. Award of Purchase Contract to Procure an Easement Machine and Authorize Transfer of Capital Funds

<u>Recommendation 1</u>: Authorize the General Manager to execute a Purchase Agreement with Plumber's Depot for the purchase of a new Easement Machine with a trailer in an amount not to exceed \$53,034.55.

<u>Recommendation 2:</u> Authorize a transfer of \$54,000 in capital funds from the Capital Program Orchard Wood Road Sewer Rehabilitation account, 50-51-0365-6499, to the Capital Acquisitions Sewer Maintenance Equipment account, 50-99-0000-6350.

The EC concurred with staff to present these recommendations to the Board of Directors and they will be discussed later in the agenda.

# 3. The EC also received updates on the following projects:

- Development Projects Summary
- Leucadia Pump Station Rehabilitation Project Update

• FY20 Gravity Sewer Repair / Quebrada Realignment Project Update

These items were for information purposes and there was no action taken. The Leucadia Pump Station Rehabilitation Project will be reviewed later in the agenda.

### MEMORANDUM

DATE: February 4, 2021

TO: **Board of Directors** 

FROM:

Paul J. Bushee, General Manager

#### Professional Services Agreement with Rising Tide Partners for Public SUBJECT: Information Services

### **RECOMMENDATION:**

Staff and the Community Affairs Committee (CAC) recommend that the Board of Directors:

- Authorize the General Manager to execute a Professional Services Agreement with 1. Rising Tide Partners (RTP) for Public Information Services in an amount not to exceed \$49,764.00
- 2. Discuss and take action, as appropriate.

### **DISCUSSION:**

This item was reviewed by the CAC at its February 2<sup>nd</sup> meeting and the CAC concurred with staff to present this item to the Board.

LWD entered into an agreement with RTP on March 9, 2016 to provide public information services to the District for an initial 3-year period. The agreement included language to extend the contract for an additional two years.

RTP's initial agreement with the approved extensions will expire on March 8, 2021. The District's procurement policy allows for continuation of services if the vendor/agency satisfactorily completes one phase of the project. Over these past five years, RTP has provided excellent public outreach services for the District and staff believes that executing an agreement for an additional year is in the best interest of the District.

Staff has negotiated a new professional services agreement with a scope of work and fees. It includes similar services as the prior task orders. These services are most important to LWD's public information program. These specific tasks include the following:

- \*\*\* Draft newsletter ideas and graphic design work for the District newsletter(s);
- Assist staff with maintaining and updating LWD's Facebook as required; \*\*\*
- \*\*\* Assist staff with the Teacher Grant Program;
- Develop project outreach materials, as required; and \*\*\*
- Develop, create, and edit video content for LWD's use on social media/website. ....

Staff believes these items are important for keeping LWD's public information efforts current, as well as enhancing LWD's ability to provide timely information to the media and the public. The total proposed fee for these services is \$49,764.00. Sufficient funds have been included in the FY21 budget for the remainder of the current year and additional funds will be budgeted in the FY22 budget to complete it.

The proposed agreement which includes the Scope of Work and a budget detailing anticipated expenses is attached for the Board's review.

1

.

th:PJB

Attachment

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LEUCADIA WASTEWATER DISTRICT AND

#### 7.0.2

### **RISING TIDE PARTNERS**

### FOR PUBLIC INFORMATION SERVICES

Ref: 21-7429

This Professional Services Agreement ("Agreement") is made on this 8th day of March 2021 between the LEUCADIA WASTEWATER DISTRICT ("DISTRICT"), and Rising Tide Partners, LLC ("CONSULTANT"), an independent contractor, with a principal place of business in San Diego, California.

#### WITNESSETH

WHEREAS, the CONSULTANT has submitted to the DISTRICT a proposal to provide public outreach services.

WHEREAS, the CONSULTANT has provided excellent public outreach services for the DISTRICT since March 2016.

WHEREAS, it has been determined that it is in the best interest of the DISTRICT to continue using CONSULTANT's for their public outreach services.

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

### ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will become effective on the date stated above. This AGREEMENT shall be for the period of one (1) year from the date stated above with an option to renew or extend the AGREEMENT for one (1) additional year, or until terminated as provided under Article 7. The renewal or extension will be executed, in writing, by both parties.

### ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

#### **Specific Services**

2.01. CONSULTANT will perform the deliverables within the scope described in Attachment A with the associated fee schedule (see Attachment B). CONSULTANT will provide DISTRICT with periodic reports regarding the progress of services performed, at the DISTRICT's request.

2.02. CONSULTANT will determine the method, details, and means of performing the above-described services.

#### Status of CONSULTANT

2.03. CONSULTANT and its employee(s) are engaged in an independent contractor relationship with DISTRICT in performing all work, duties and obligations hereunder. DISTRICT

67

shall not exercise any control or direction over the methods by which CONSULTANT shall perform its work and functions. DISTRICT's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

### Payment of Income Taxes

2.04. CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONSULTANT or its employee(s).

2.05. CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) DISTRICT suffers as a result of (a) CONSULTANT's failure to meet is obligations under paragraph 2.04, or (b) a third party's designation of CONSULTANT or its employee as an employee of DISTRICT, regardless of any actual or alleged negligence by DISTRICT.

#### Compliance with Laws/Rules

2.06. CONSULTANT will perform all services under this agreement in good faith and in the best interests of DISTRICT. In performing the services specified in this Agreement, CONSULTANT agrees to comply with all federal and state laws, rules and regulations, applicable DISTRICT policies and procedures, departmental rules and other directives applicable to the services to be performed. Any changes to DISTRICT policies and procedures that relate to CONSULTANT will be provided to CONSULTANT in writing. CONSULTANT agrees to review such policies, procedures, rules and directives the contents of which CONSULTANT will be deemed to have knowledge.

### ARTICLE 3 PROJECT TEAM

3.01 DISTRICT has a primary interest in maintaining the individual services of the following key project team members:

- 1. Neal Bloom, Chief Executive Officer
- 2. Jared R. Criscuolo, Chief Strategy Officer

No member of the project team shall be removed from the project team or reassigned by CONSULTANT without prior approval of DISTRICT. Such approval shall not be unreasonably withheld or delayed. The CONSULTANT shall be required to immediately inform the DISTRICT should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to the DISTRICT for review and approval. An interview may also be required if so desired by the DISTRICT.

### ARTICLE 4 COMPENSATION

4.01 Compensation for the services provided under this contract shall be on a time and material basis in accordance with Task Orders authorized by DISTRICT. Rate schedules (see Attachment B) for CONSULTANT may be adjusted on an annual basis as mutually agreed, in writing, by the DISTRICT and CONSULTANT. Each task and the associated fee performed under this contract shall be authorized by Task Orders executed by DISTRICT's General Manager and CONSULTANT's Project Manager (or Project Supervisor or Contract Administrator). Fees approved by Task Order shall not be exceeded without the prior written consent of both parties. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONSULTANT and DISTRICT agree that this fee was arrived at through arm's length negotiations between the parties.

### Payment of Expenses

4.02 DISTRICT will reimburse CONSULTANT for all reasonable expenses incurred in performing services under this Agreement as the work progresses. CONSULTANT shall submit invoices to the DISTRICT'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task by task basis. The term "expenses" means telephone bills, federal express charges, mailing charges and any other pre-approved expenses by DISTRICT. CONSULTANT will provide DISTRICT with receipts for all expenses. DISTRICT shall make payment to CONSULTANT within thirty (30) days of receipt of approved invoice. Payment provision for any service other than those described in Task Orders will be set forth in an amendment to the Agreement.

### ARTICLE 5 OBLIGATIONS OF CONSULTANT

#### Non-Exclusive Relationship

5.01 CONSULTANT may represent, perform services for, and contract with as many additional clients, persons, or companies as CONSULTANT, in its sole discretion, sees fit. However, CONSULTANT shall be responsible for ensuring that its relationship with additional clients, persons, or companies do not violate conflict of interest laws.

### Tools, Materials, and Equipment

5.02 CONSULTANT will supply all tools materials, and equipment required to perform the services under this Agreement.

### **CONSULTANT's Qualifications**

5.03 CONSULTANT represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONSULTANT has complete and sole discretion for the manner in which the work under this Agreement will be performed.

#### Indemnity

5.04 CONSULTANT agrees to indemnify, defend, and hold DISTRICT and its officials, officers, directors, agents and employees free and harmless from all claims, demands, losses, costs,

expenses, obligations, liabilities, damages, recoveries, and deficiencies, including for bodily injury and property damage, interest, penalties, attorneys' fees, litigation expenses and costs that such entities or persons may incur as a result of any negligent act or omission by CONSULTANT or a breach by CONSULTANT of any representation or agreement contained in this Agreement. CONSULTANT's provision of insurance coverage as described in Section 5.05 below shall not affect CONSULTANT's indemnity obligations.

#### Insurance

5.05 CONSULTANT will provide and keep in full force and effect during the term of this Agreement the insurance policies listed below. Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VI, unless otherwise agreed to in writing by DISTRICT. CONSULTANT will provide insurance coverage and policy endorsements for the DISTRICT and their respective officers, officials, directors, employees, volunteers or agents.

5.05.1 California Workers' Compensation, in compliance with California requirements.

5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Three Million Dollars (\$3,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

5.05.3 Automobile Liability Insurance [form number CA 0001, covering Automobile Liability Code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim.

5.05.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim.

5.05.5 Error and Omissions Insurance appropriate to CONSULTANT's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim. Coverage is to be endorsed to include contractual liability.

5.05.6 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. prior to commencement of services under this Agreement At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, official, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses. 5.05.7 Verification of Coverage

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required in this Agreement. The endorsements should be on forms provided by the DISTRICT or on other than the DISTRICT's forms provided those endorsements conform to DISTRICT requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified

copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5.05.8 Other Insurance Provisions

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. The DISTRICT shall be named as an additional insured. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it, for claims arising out of CONSULTANT's performance under this Agreement.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

2. If the Errors and Omissions/Professional Liability or General Liability coverage is written on a Claims Made instead of occurrence-based form, the coverage may be acceptable if the following requirements are satisfied:

a. The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of work under this Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement.

c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Agreement effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.

### Conflict of Interest

5.06 Upon the award of this Contract and periodically thereafter, CONSULTANT may be required to complete and file with the DISTRICT a Conflict of Interest form, to be provided to CONSULTANT by DISTRICT.

#### Assignment

5.07 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

### ARTICLE 6 OBLIGATIONS OF DISTRICT

6.01 DISTRICT agrees to comply with all reasonable requests of CONSULTANT and provide access to all documents reasonably necessary to the performance of CONSULTANT's duties under this Agreement.

#### Indemnity

6.02 DISTRICT agrees to indemnify, defend, and hold CONSULTANT free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONSULTANT may incur as a result of a breach by DISTRICT of any representation or agreement contained in this Agreement.

### ARTICLE 7 TERMINATION OF AGREEMENT

#### Termination for Default

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) calendar days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

7.01.1 CONSULTANT's failure to complete the services specified in Article 2 of this Agreement.

7.01.2 CONSULTANT's material breach of any representation or term contained in this Agreement.

7.01.3 DISTRICT's material breach of any representation or agreement contained in this Agreement.

### **Termination Without Cause**

7.02 DISTRICT may terminate or abandon any portion or all of the work without cause by giving thirty (30) calendar days written notice. Notice shall be delivered by certified mail, return receipt requested. In such event, DISTRICT shall negotiate a revision to the compensation based on

documentation of work completed to-date, however, no amount shall be allowed for anticipated profits or unperformed services. Upon termination of the agreement, DISTRICT will be given immediate title to all written data, original drawings and other documents, developed for that portion of the work completed and/or being terminated or abandoned.

#### **Compensation Upon Termination**

7.03 Upon termination of this agreement under Sections 7.01 or 7.02 above, DISTRICT will pay to CONSULTANT any outstanding service fees or expenses minus any costs reasonably incurred by DISTRICT related to CONSULTANT's services under this Agreement prior to the notice of termination.

### ARTICLE 8 PROPRIETARY RIGHTS

#### **Confidential Information**

8.01 Any written, printed, graphic, videos or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT's use are the sole property of DISTRICT. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning DISTRICT employees, products, services, prices, operations, and subsidiaries.

8.02 CONSULTANT and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with DISTRICT approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT's employees, agents, and subcontractors. On termination of this Agreement, CONSULTANT will promptly return any confidential information in its possession to DISTRICT.

## ARTICLE 9 GENERAL PROVISIONS

#### Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

To DISTRICT:	Leucadia Wastewater District
	1960 La Costa Avenue
	Carlsbad, California 92009
	Attention: Mr. Richard Duffey
To CONSULTANT:	Rising Tide Partners, LLC
	2683 Via de la Valle G#226
	Del Mar, CA 92014
	Attention: Neal Bloom

## Entire Agreement of the Parties

9.02 This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

### Partial Invalidity

9.03 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### Attorneys' Fees

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### **Document and Materials Ownership**

9.05 All original drawings, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of DISTRICT. The DISTRICT agrees to indemnify the CONSULTANT for claims, damages, or liabilities caused by any use by the DISTRICT of the plans, drawings, specifications, and all information gathered by the CONSULTANT on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by the CONSULTANT.

#### **Governing Law**

9.06 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

Executed in San Diego County, California, on the day first written above.

### LEUCADIA WASTEWATER DISTRICT

**RISING TIDE PARTNERS, LLC** 

By:

Paul J. Bushee, General Manager

Ву: \_\_

Neal Bloom, Chief Executive Officer

# ATTACHMENT A

#### SCOPE OF WORK FOR PUBLIC INFORMATION SERVICES

### March 8, 2021 – March 7, 2022

#### **DESCRIPTION OF SERVICES**

The services included within this scope of work consist of the design and development of certain public information elements important to Leucadia Wastewater District. These services include a focus on LWD's commitment to environmental protection, financial stability, and excellent customer services, staying abreast of technology, low sewer service rates, and efficiencies in operations. The services included are those specifically required by the District.

#### I. SCOPE OF SERVICES

Based on our experience with similar public information projects, the following scope of services describes the tasks anticipated for LWD's Public Information Program in Fiscal Year 2021 and a portion in Fiscal Year 2022:

#### TASK 1 - NEWSLETTER

- 1. Draft Newsletter ideas and manage the graphic design, printing, and mailing of *up to* two District newsletter(s).
- 2. Meet with Community Affairs Committee for each newsletter.

#### TASK 2 – UPDATE FACEBOOK AND MAINTAIN WEBSITE

- 1. Continue to Build Facebook Audience and Focus on Engaging Community Members
- 2. Develop creative taglines for Facebook ads; generate content/posts and schedule posts to ensure communications reflect current and relevant information.

#### TASK 3 – PROJECT OUTREACH

- 1. Draft and outreach for media alerts to residents adjacent to major construction projects and other pipeline installations.
- 2. Assist with the Teacher Grant Program.
- 3. Develop written and visual components to creative assets including but not limited to maps, fliers, door hangers, signs, or other as needed media for print and digital publication.

#### TASK 4 – VIDEO OUTREACH

1. Script and develop video(s) for LWD's website, Facebook, and other outreach channels.

i.Short videos to cover a variety of issues including but not limited to blockages, improper disposal, maintenance and field services work, capital improvement projects, personalities, and development of smallscale "hands on" assets about the plant.

# II. FEES AND CONDITIONS

The Services described in Section I. above, will be provided on an hourly rate basis in accordance with the current RISING TIDE PARTNERS, LLC Standard Rate Schedule (Attachment B) with a not to exceed upper limit of <u>\$49,764.00</u>.

Task Order	Task Subcategories	Hourly Rate	Annual Hours	Budget Total
Task 1 Newsletters				\$10,065.0
	Public Outreach Strategist	\$99.00	10.00	\$990.0
	Copy Editor	\$165.00	15.00	\$2,475.00
	Graphic Design	\$132.00	50.00	\$6,600.00
Task 2 Maintain Website and Update				
Facebook				\$22,308.00
	Public Outreach Strategist	\$99.00	52.00	
	Content Research, Generation and Scheduling	\$66.00	260.00	\$17,160.00
Task 3 LWD Project Outreach				\$9,834.00
	Public Outreach Strategist	\$99.00	20.00	
	Research	\$66.00	20.00	
	Copy Editor	\$165.00	22.00	
	Graphic Design/Layout	\$132.00	22.00	
Task 4 Video				\$7,557.00
	Public Outreach Strategist	\$99.00	23.00	
	Editing	\$132.00	40.00	
				57 <b>1</b> 6
Total RTP Task Orders Budget				\$49,764.00

#### MEMORANDUM

Ref: 21-7499

DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Award of the District's Fiscal Year 2021 Cured-in-Place Pipe Lining Project Construction Contract

#### **RECOMMENDATION:**

Staff and the Engineering Committee (EC) recommend that the Board of Directors:

- 1. Authorize the General Manager to execute an Agreement with Nu Line Technologies, LLC for construction services to complete the Fiscal Year 2021 Cured-in-Place Pipe Lining Project in an amount not to exceed \$342,806.
- 2. Discuss and take other action as appropriate.

#### BACKGROUND:

### Tactical Goal: Infrastructure and Technology / FY2021 Gravity Pipeline Rehabilitation

This item was reviewed by the EC its February 3<sup>rd</sup> meeting and the EC concurred with staff to present this item to the Board.

In August 2020 staff executed a Task Order with Infrastructure Engineering Corporation (IEC) to design the Fiscal Year 2021 (FY21) Cured-In-Place Pipe (CIPP) Lining Project. The goal of the project is to repair gravity pipelines and manholes with a defect rating of 3 on the District's Repair Priority List (RPL). The RPL is populated and maintained by Field Services Staff and is a result of Closed Circuit Television (CCTV) inspections of the collection system. This project focuses on the CIPP lining method of repair because in 2018 the District decided to separate projects that require the CIPP approach from the open trench approach due to high bids received on projects that included a combination of both repair methods.

The FY21 CIPP Lining Project consists of lining twenty-eight (28) gravity pipeline sections, rehabilitating four (4) lateral connections with top hat liners, and one (1) cured-in-place manhole lining (CIPML) of a manhole.

### DISCUSSION:

IEC completed project design in November 2020. The project was advertised for bids on December 9, 2020. Bids were due on January 12, 2021. One (1) bid was received as follows:

<u>Construction Firm</u> Nu Line Technologies, LLC (Nu Line) Bid Submitted \$342,806

The bid was reviewed by Rob Weber and Sheila McAtee at IEC. The required minimum experience was three (3) projects of the same complexity in the past five (5) years that consisted of the installation of at least 300 linear feet of CIPP lining into an 8 inch or greater diameter pipe and projects that involved

CIPML. Nu Line submitted three (3) projects that satisfied the minimum experience requirements. The referenced projects were District projects including the 2018 Gravity Pipeline CIPP Rehabilitation Project, the 2016 Gravity Pipeline Rehabilitation Project, and the 2015 Gravity Pipeline Rehabilitation Project (Nu Line was sub-contractor to Burtech Pipeline). In addition to the three referenced projects, Nu Line submitted a list of over 100 additional projects dating from 2014 to present.

As a result of their evaluation, IEC determined Nu Line to be responsive to the bid requirements and recommended that Nu Line be awarded the contract as the lowest responsive and responsible bidder, see attached letter. Nu Line's bid of \$342,806 is \$197K or 36% less than the engineer's opinion of probable cost of \$540K. Furthermore, District staff had positive project experiences with Nu Line on the three referenced projects.

Therefore, staff and the EC concur with IEC's recommendation and request that the Board of Directors award the contract to Nu Line Technologies LLC as the lowest responsive and responsible bidder in an amount not to exceed \$342,806.

#### FISCAL IMPACT:

There is sufficient appropriation in the FY21 Budget to cover the construction costs of the project.

ier:PJB

Attachments



Infrastructure Engineering Corporation

#### **BID REVIEW MEMORANDUM**

Date:JANUARY 21,2021Subject:Fiscal Year 2021 Cured-In-Place Pipe Lining ProjectPrepared By:Sheila McAtee, E.I.T.Reviewed By:Rob Weber, P.E.

#### PURPOSE

This memorandum provides a summary of IEC's evaluation of bid results and the responsiveness of the submitted bids for the subject project.

#### **BID RESULTS**

One bid was received and opened on Jan 12th, 2021. The bids are summarized on Table 1 - Bid Summary (see attached) and characteristics of the bids are as follows:

Apparent Low/Only Bid:	\$342,806
Engineer's Opinion of	
Probable Construction Cost:	\$539,950

Nu Line Technologies, LLC (NuLine) submitted the only bid at \$342,806.

#### **REVIEW OF APPARENT SECOND LOWEST BIDDER**

NuLine Technologies, based in Encinitas, California, submitted the lowest and only bid. IEC has reviewed NuLine's bid, and recommends the District award the project to NuLine for the following reasons:

**Contractor's License:** The Contractor holds the required Class A License (No. 997520). The license is current and active.

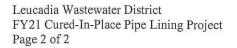
**Bid Bond:** A bid bond in the amount of ten percent (10%) of the bid amount was submitted with North American Specialty Insurance Company as surety.

Signatures: Partner of NuLine Technologies, LLC, Dominic J Burtech, signed the Closing Statement, Bidder's Bond, and Non-Collusion Affidavit.

Addendum Acknowledgement: NuLine failed to include a signed Addendum No. 1 document in the bid package. However, NuLine subsequently acknowledged Addendum No 1 via email on Jan 13<sup>th</sup>, 2021 with no change to their bid.

Worker's Compensation Insurance: Policy is in effect through 10/1/2021. The most recent workers' compensation experience modification factor for NuLine is 68%

**Experience Requirements – CIPP Lining:** The bid documents require the Contractor to submit three project references, completed in the previous five years, where the Contractor was required to install at least 300 linear feet of CIPP lining into pipe with a minimum diameter of 8 inches. NuLine submitted three project examples in the required format. All three are projects referenced Leucadia Wastewater District in previous CIPP lining projects





(2018,2016,2015). In addition to the three examples in required format, NuLine submitted a list of over 100 additional projects dated from 2014 to present. IEC reviewed these project references, finding that NuLine meets and exceeds the experience requirements of CIPP Lining.

**Experience Requirements – CIPM Lining:** The bid documents require the Contractor to submit five project references, completed in the previous five years, where the Contractor was required to rehabilitate manholes using CIPML. NuLine is using Ayala Engineering for installation of the CIPML. Ayala Engineering submitted 9 project references that demonstrated compliance with CIPML experience requirements. NuLine submitted two project references in the required format that demonstrate successful installation of CIPML. IEC considers this experience requirement to be met.

**References:** Due to the Districts familiarity with NuLine, IEC contacted one reference listed to perform an assessment of the Contractor's prior work. NuLine was recommended as a good contractor with one change order that was mutually agreed upon.

#### Registration with the Department of Industrial Relations (DIR):

As of 03/01/2015 contractors and their subcontractors are required to be registered with the DIR prior to bidding a public works project. IEC confirmed that both NuLine, and their listed subcontractors, Ayala Engineering and CB Pipeline, are registered with the DIR.

Contractor Legal Name	Registration Number	Registration Date	Expiration Date
Nu Line Technologies, LLC.	1000003808	07/01/2020	06/30/2022
Ayala Engineering	1000005012	07/01/2020	06/30/2022
DB Pipeline, Inc	1000062288	07/02/2019	06/30/2022

Source: https://www.dir.ca.gov/public-works/Contractors.html

**Bid Item Review:** In reviewing NuLine's bid items, specifically price per linear foot, IEC noticed that NuLine had very consistent price's per linear foot ranging from \$45.76 to \$48.19. Higher price per linear foot was noted for Bid Item 19, which includes top hats. IEC found no discrepancies in NuLine's bid items.

Claims Filed: NuLine has no claims filed in the last five years against them.

#### RECOMMENDATION

IEC has no concerns regarding NuLine's ability to complete the work and recommends award of the contract to NuLine based on their knowledge, experience record and responsiveness to the bidding requirements.

Attachments Table 1 – Bid Summary

# Leucadia Wastewater District FY2021 Cured-In-Place Pipe Lining Project Bid Summary

Bid Item	Quantity	Unit	Article	Engineer's Estimate	NuLine Technologies
1	1	LS	Mobilization, Bonds, Permits, Cleanup and Demobilization	\$26,000	\$10,000
2	1	LS	Temporary Erosion Control / Storm water Pollution Prevention	\$10,000	\$1,000
3	1	LS	Cured-in-Place Pipe Lining	\$44,219	\$22,595
4	1	LS	Cured-in-Place Pipe Lining	\$19,265	\$11,750
5	1	LS	Cured-in-Place Pipe Lining	\$18,858	\$12,820
6	1	LS	Cured-in-Place Pipe Lining	\$17,362	\$11,675
7	1	LS	Cured-in-Place Manhole Lining	\$12,600	\$14,250
8	1	LS	Cured-in-Place Pipe Lining	\$12,934	\$6,475
9	1	LS	Cured-in-Place Pipe Lining	\$19,828	\$12,145
10	1	LS	Cured-in-Place Pipe Lining	\$26,723	\$16,865
11	1	LS	Cured-in-Place Pipe Lining	\$31,542	\$17,825
12	1	LS	Cured-in-Place Pipe Lining	\$13,794	\$7,275
13	1	LS	Cured-in-Place Pipe Lining	\$25,767	\$15,523
14	1	LS	Cured-in-Place Pipe Lining	\$23,048	\$16,020
15	1	LS	Cured-in-Place Pipe Lining	\$20,696	\$10,525
16	1	LS	Cured-in-Place Pipe Lining	\$19,157	\$13,730
17	1	LS	Cured-in-Place Pipe Lining	\$13,531	\$9,205
18	1	LS	Cured-in-Place Pipe Lining	\$11,377	\$7,468
19	1	LS	Cured-in-Place Pipe Lining	\$8,085	\$10,575
20	1	LS	Cured-in-Place Pipe Lining	\$21,551	\$14,875
21	1	LS	Cured-in-Place Pipe Lining	\$27,417	\$19,365
22	1	LS	Cured-in-Place Pipe Lining	\$23,048	\$16,025
23	1	LS	Cured-in-Place Pipe Lining	\$93,148	\$64,820

Total	\$539,950	\$342,806
Check Total (Bids)		\$342,806
Difference		\$0

.....

#### MEMORANDUM

DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Award of Purchase Contract to Procure an Easement Machine and Authorize Transfer of Capital Funds

#### **RECOMMENDATION:**

Staff and the Engineering Committee (EC) recommend that the Board of Directors:

- 1. Authorize the General Manager to execute a Purchase Agreement with Plumber's Depot for the purchase of a new Easement Machine with a trailer in an amount not to exceed \$53,034.55.
- 2. Authorize a transfer of \$54,000 in capital funds from the Capital Program Orchard Wood Road Sewer Rehabilitation account, 50-51-0365-6499, to the Capital Acquisitions Sewer Maintenance Equipment account, 50-99-0000-6350.
- 3. Discuss and take other action as appropriate.

#### BACKGROUND:

# Tactical Goal: Infrastructure and Technology / Orchard Wood Road Pipeline Replacement

This item was reviewed by the EC its February 3<sup>rd</sup> meeting and the EC concurred with staff to present this item to the Board.

In January 2021, the Board of Directors was updated on the Orchard Wood Road Sewer Rehabilitation Project. As you may recall, the project was cancelled due to the high estimated construction costs. As a result of project cancellation, Staff will continue to maintain the sagged section of sewer line as a Special Maintenance Activity (SMA) on a 3-month cleaning cycle. The line is in an easement located in the sensitive environmental area of Encinitas Creek. Cleaning of this line is a difficult and arduous task. Since the easement cannot be accessed by a Vactor Combination Truck, a four (4) person crew is required to manually carry the Vactor's hydrocleaning hose over land to the appropriate manhole.

To help crews safely and efficiently transport the hydro-cleaning hose over land, an Easement Machine is available. The Easement Machine carries and moves the hose over terrain to the desired location. As a result, manpower is reduced and personnel safety is enhanced. Additionally, the Easement Machine can be utilized at other easement areas, such as the La Costa Omni Golf Course. For use on the golf course, an Easement Machine that operates with wheels rather than tracks is required to minimize potential damage to sensitive turf areas on the golf course.

#### DISCUSSION:

Staff requested four equipment suppliers to provide a quote for an Easement Machine that operates with wheels and a trailer for equipment transportation. The District received five quotes from the four suppliers as follows:

<u>Company</u>	Quote
Plumber's Depot	\$53,034.55
West Coast Safety Supply Inc.	\$54,805.69
Jack Doheny Company	\$55,081.95
Haaker Equipment Company	\$76,987.38
Haaker Equipment Company	\$91,640.30

All the quotes, except Plumber's Depot, were for Easement Machines that operate with tracks rather than wheels. Therefore, the lowest and only quote that satisfies District specifications is Plumber's Depot in an amount of \$53,034.55 including transportation trailer, sales tax, freight, and delivery.

As a result, staff and the EC recommend that the Easement Machine be purchased from Plumber's Depot at a cost of \$53,034.55.

#### FISCAL IMPACT:

The procurement of the Easement Machine was not included in the Fiscal Year 2021 Budget. Therefore, staff request Board approval to transfer \$54,000 from the cancelled Orchard Wood Road Sewer Rehabilitation Project account, 50-51-0365-6499 (\$436K budgeted), to the Capital Acquisitions Sewer Maintenance Equipment account, 50-99-0000-6350, to fund this procurement.

mg:PJB

#### MEMORANDUM

Ref: 21-7502

SUBJECT:	Contract Amendment No. 2 to Davis Farr LLP for Financial Auditing Services
FROM:	Paul J. Bushee, General Manager
TO:	Board of Directors
DATE:	February 4, 2021

#### **RECOMMENDATION:**

Staff and the Investment & Finance Committee (IFC) recommend that the Board of Directors:

1. Authorize the General Manager to execute a one-year contract amendment (contract amendment No 2) with Davis Farr LLP for Financial Auditing Services for Fiscal Year 2021 (FY21) in an amount not to exceed \$23,500.

#### DISCUSSION:

This item was reviewed by the IFC at its February 1<sup>st</sup> meeting and the IFC concurred with staff to present this item to the Board.

On April 13, 2016, the Board of Directors authorized an initial three-year contract with Davis Farr LLP for financial auditing services for Fiscal Years ending 2016 through 2018, with the option to extend for two additional years. A two-year extension (contract amendment No.1) was subsequently approved by the Board on November 14, 2018 for Fiscal Years ending 2019 and 2020. During their service, Davis Farr LLP has worked closely with the District to conduct thorough financial audits.

It has been customary for the District to replace District auditors after five years of service. However, since Richard Duffey, the District Administrative Services Manager, who manages the District's Accounting and Financial functions will be retiring in July 2021, staff believes it is in the District's best interest to maintain continuity with our current auditing firm during this time.

Therefore, staff and the IFC recommend that the Board of Directors authorize the General Manager to execute a one-year contract amendment with Davis Farr LLP. The proposed Amendment No.2, which authorizes a one-year extension is attached for the Board's review. If approved, fees totaling \$23,500 will be included in the FY 2022 budget.

PJB:

Attachment

#### AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE LEUCADIA WASTEWATER DISTRICT AND DAVIS FARR LLP FOR FINANCIAL AUDITING SERVICES

Ref: 21-7486

This Amendment No. 2 to the AGREEMENT is made and entered into this <u>10th</u> day of February, 2021 between the LEUCADIA WASTEWATER DISTRICT, hereinafter referred to as DISTRICT, and DAVIS FARR LLP, a Certified Public Accounting firm, hereinafter referred to as CONSULTANT.

WHEREAS, the DISTRICT and CONSULTANT entered into an AGREEMENT on April 13, 2016 for financial auditing services; and

WHEREAS, the AGREEMENT was extended for an additional two-years on November 14, 2018.

WHEREAS, the DISTRICT has determined that a one-year extension is in the best interest of the District.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, DISTRICT and CONSULTANT agree to amend the AGREEMENT as follows:

## ARTICLE 2: SERVICES TO BE PERFORMED BY CONSULTANT

The Scope of Work shall be amended to include financial auditing services for an additional one-year period for the fiscal years ending June 30, 2021 as described in Exhibit A.

#### **ARTICLE 4: COMPENSATION**

Compensation for all work performed under Amendment No. 1 shall be calculated on a time and materials basis. Compensation for the services described in this AMENDMENT shall not exceed <u>\$23,500.00</u>. This amount shall be added to the previous amount to bring the total not to exceed amount for the AGREEMENT to <u>\$135,350.00</u>. This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed the day and year first above written.

#### LEUCADIA WASTEWATER DISTRICT

#### DAVIS FARR LLP

By:

Paul J. Bushee General Manager By:

Shannon Ayala Engagement Partner

1

86

EXHIBIT A SCOPE OF WORK



2301 Dupont Drive | Suite 200 | Irvine, CA 92612 Main: 949.474.2020 | Fax: 949.263.5520

December 29, 2020

To the Board of Directors Leucadia Wastewater District 1960 La Costa Avenue Carlsbad, CA 92008

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide **Leucadia Wastewater District** (the "Entity").

#### ENGAGEMENT OBJECTIVES

We will audit the financial statements Entity's comprehensive annual financial report, as of **June 30, 2021** and for the year then ended, and the related notes to the financial statements.

Accounting Standards generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures but will not be audited.

- 1. Management's Discussion and Analysis
- 2. Schedule of the District's Share of the Proportionate Net Pension Liability and Related Ratios
- 3. Schedule of Pension Plan Contributions
- 4. Schedule of Net OPEB Liability
- 5. Schedule of OPEB Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion in relation to the financial statements as a whole.

1. Combining Schedule of Changes in Net Position

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which we will not provide an opinion on or any assurance.

- 1. Introductory Information
- 2. Statistical Information

#### OUR RESPONSIBILITIES

The objective of our audit is the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with US GAAP and to report on the fairness of the additional information referred to above when considered in relation to the financial statements taken as a whole.

We will also provide a report, which does not include an opinion on, Internal controls related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will each include a paragraph that states the report is solely to describe the scope and testing of internal control over financial reporting and compliance, and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and that the report is not suitable for any other purpose.

#### Audit

Our audit will be conducted in accordance with US GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion and render the required reports. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or othermatter paragraph. If, for any reason, we are unable to complete the audit, or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts (e.g., tests of the physical existence of inventories, direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions, etc.). We may also request written representations from the Entity's attorneys as part of the engagement, and they may bill the Entity for responding to this inquiry.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal controls, and because we will not perform a detailed examination of all transactions; there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. We will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

#### Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The services described above do not relieve management or those charged with governance of their responsibilities.

#### THOSE CHARGED WITH GOVERNANCE

The preparation and presentation of the financial statements of the Entity are the responsibility of management with oversight from those charged with governance. Those charged with governance are also responsible for overseeing the strategic direction of the Entity and any obligations related to its accountability, resolving disagreements between management and us regarding financial reporting, appointing us to perform the services described above, and informing us about all known or suspected fraud involving the Entity. In turn, we will provide those charged with governance with any communications required by the professional standards described above.

#### MANAGEMENT'S RESPONSIBILITIES

Management is responsible for all management decisions and performing all management functions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee these services, any bookkeeping services, tax services, or other services we provide. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with (a) access to all information they are aware of that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of this engagement, and (c) unrestricted access to persons within the Entity from whom we determine it necessary to obtain information.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities, for the selection and application of accounting principles, for the safeguarding of assets, and for the preparation and fair presentation of the financial statements in conformity with US GAAP even though we may assist management with their preparation. Accordingly, management may be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that management has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (a) management, (b) employees who have significant roles in internal controls, and (c) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of any known allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, regulators, or others. In addition, management is also responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. During the course of our engagement, we will request information and explanations from management regarding the Entity. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the Entity agrees to release our firm, its shareholders, and other personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the Entity's management.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other related studies. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. Management is responsible for providing its views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

#### ENGAGEMENT FEES

We estimate that our fixed fees for the services previously outlined will be \$23,500.

Additionally, our fees are dependent on the availability, quality, and completeness of the Entity's records and, where applicable, upon the Entity's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Entity employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.).

Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

#### **OTHER ENGAGEMENT MATTERS**

This letter set forth the rights and responsibilities of the parties with respect to the services to be provided. This engagement is being undertaken solely for the benefit of the parties to this agreement and no other person shall be entitled to enforce the terms of this agreement.

Enclosed, as required by *Government Auditing Standards*, is a copy of the report on the most recent peer review of our firm.

The workpapers for this engagement will be retained in accordance with our firm policy. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the workpapers.

The undersigned is the engagement partner responsible for supervising the engagement and signing the report.

Page 6 of 6

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement. Please sign the enclosed copy of this letter and return it to us.

Very truly yours,

Shannonayala

Shannon Ayala, Partner Davis Farr LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

#### Leucadia Wastewater District

Ву	Ву
Name	Name
Title	Title
Date	Date



# Report on the Firm's System of Quality Control

**Davis Farr LLP** Irvine, California; and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Davis Farr LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <u>www.aicpa.org/prsummary</u>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and examination of a service organization (SOC 1, Type 2 Report).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

# CPAs Advisors

4120 Concours, Suite 100, Ontario, CA 91764
 909.948.9990 / 800.644.0696 / FAX 909.948.9633



@ www.gylcpa.com



Peer Review Report Page 2 of 2

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Davis Farr LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Davis Farr LLP has received a peer review rating of *pass*.

GYL LLP

Ontario, California September 23, 2019



DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Annual Review of LWD Reserve Fund Policy

# **RECOMMENDATION:**

Staff and the Investment and Finance Committee (IFC) recommend that the Board of Directors:

- 1. Receive and file the Annual Reserve Fund Review Report; and
- 2. Discuss and take other action, as appropriate.

# DISCUSSION:

# Tactical Goal: Financial / Finance Policy Reviews

This item was reviewed by the IFC at its February 1<sup>st</sup> meeting and the IFC concurred with staff to present this item to the Board.

In February 2005, the Board of Directors (Board) adopted Leucadia Wastewater District's (LWD) Reserve Fund Policy which established a means for LWD to ensure that sufficient funds are available for current operating and capital needs. The policy was last revised in February 2020.

The Reserve Fund Policy establishes two distinct reserves at LWD: 1) Restricted Reserves and 2) Unrestricted Reserves. The policy also establishes various designations within each type of reserve and calls for an annual review of the reserve balances. This report constitutes that review.

Staff and the IFC have reviewed the Reserve Fund Policy and is recommending no changes to the existing Reserve Fund Policy. A copy of the policy is attached for the Board's review.

During November 2020, the Board received the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020 that included the following reserve balances:

# **Restricted Reserves:**

Reserve Designation	Reserve Balances
Capital Improvement Reserve	\$ 102.422
Encina Wastewater Authority Reserve	\$2,041,200
Total	\$2,143,622

# **Unrestricted Reserves:**

Reserve Designation	Reserve Balances
Operations Reserve	\$ 2,748,321
Replacement Reserve	\$20,454,735
Water Recycling Reserve	\$ 1,393,983
Emergency Reserve	\$ 7,500,000
Total	\$32,097,039

Staff will provide an overview of the FY 2020 reserve activity during the Board meeting.

rad:PJB Attachment Ref: 21-7503

#### Exhibit A

#### LEUCADIA WASTEWATER DISTRICT RESERVE FUND POLICY

Ref: 20-7013

#### A. POLICY STATEMENT:

One key element of prudent financial planning is to ensure that sufficient funding is available for current operating, capital, and debt service cost needs. An additional critical element of fiscal responsibility is to anticipate and prepare for future funding requirements as well as for unforeseen disasters and other unforeseen events. The Leucadia Wastewater District (LWD) will at all times strive to have sufficient funding available to meet its operating, capital, and debt service cost obligations. Reserve funds will be accumulated and maintained in a manner, which allows LWD to fund costs consistent with LWD's adopted Asset Management Plan and Financial Plan, while avoiding significant rate fluctuations due to changes in cash flow requirements. LWD will also maintain an emergency reserve position that may be utilized to fund unexpected disasters or unanticipated major failures. The Board of Directors will annually review the level of reserve funds maintained.

#### B. <u>DEFINITIONS</u>:

<u>Restricted Reserves</u>: These reserves have restrictions on their use that are imposed by outside sources such as creditors, grantors, contributors, or laws or regulations of other governments.

<u>Unrestricted Reserves</u>: These reserves have no externally imposed use restriction. The use of Unrestricted Reserve funds is at the discretion of the Board of Directors. There are two categories of Unrestricted Reserves; Designated and Undesignated. At LWD, all Unrestricted Reserves have been Designated.

<u>Designated Reserves:</u> These reserves are set-aside for a specific purpose, which is determined by the Board of Directors. The Board of Directors also has the authority to redirect the use of these reserve funds as the needs of LWD change.

#### C. LEUCADIA WASTEWATER DISTRICT RESERVES:

LWD maintains the following reserve funds:

#### 1.0 **RESTRICTED RESERVES**:

a) Capital Improvement Reserve:

The purpose of the Capital Improvement Reserve is to finance future capital facilities that are expansion/growth related. These capital improvements are identified in LWD's Asset Management Plan and Financial Plan. These reserve funds are accumulated in an orderly manner in conformance with State law and drawn down as required by growth related capital projects.

#### b) Encina Wastewater Authority Reserve:

LWD is a member agency of the Encina Wastewater Authority Joint Powers Authority (EWA). EWA maintains member agency deposits on hand to meet its operational, inventory, and capital demands during any quarter. These deposits are restricted for that use.

#### 2.0 UNRESTRICTED DESIGNATED RESERVES:

#### a) Operating Reserve:

Since the majority of operating revenues are received periodically over the fiscal year and operating expenses are incurred uniformly over the fiscal year, an operating reserve is necessary to fund those costs attributable to daily operations. To meet daily operational needs, LWD has established an Operating Reserve balance at 33% of annual budgeted operating expenses.

#### b) Replacement Reserve:

The Replacement Reserve provides funds for capital replacement and refurbishment of existing wastewater facilities. These capital improvements are identified in LWD's adopted Asset Management Plan and Financial Plan. Replacement Reserve funds are accumulated in an orderly manner and drawn down as required to fund capital replacement projects. To avoid abrupt sewer service rate changes, this reserve may be used to stabilize rates. The Replacement Reserve shall not exceed the total 20-year capital replacement costs for wastewater facilities as identified in the Financial Plan. The yearly average of the 20-year capital replacement costs is the minimum target balance to ensure that LWD is able to fund capital replacements as they are scheduled or needed.

#### c) <u>Water Recycling Reserve:</u>

The Water Recycling Reserve will fund capital improvements and replacement of water recycling facilities. This reserve can also be used to fund operating expenses in the Water Recycling Fund whenever there is a shortfall of recycled wastewater sales revenue. These capital improvements are identified in LWD's adopted Asset Management Plan and Financial Plan. The Water Recycling Reserve shall not exceed the total 20-year capital replacement costs for water recycling facilities as identified in the Financial Plan.

#### d) Emergency Reserve:

The Emergency Reserve provides funds for emergency response for potential repair or replacement of capital facilities due to damage from a natural disaster or unanticipated major failure in a period when capital improvements funds have otherwise been purposely spent down to preset limits on planned projects. The Emergency Reserve is at the discretion of the Board of Directors and is maintained at a level of \$7,500,000, which is based on the recommendation by LWD staff and the District Engineer (Exhibit A).

For further detail of the sources and uses of the above reserves please refer to following section "D".

#### D. SOURCES AND USE OF FUNDS:

This section describes the sources and uses of funds for LWD reserves and includes maximum and minimum reserve balances and other informational notes.

# **RESTRICTED RESERVES**

RESERVE	SOURCE OF FUNDS	USE OF FUNDS	NOTES
Capital Improvement	Interest earned on reserve	Growth related capital expenditures	Funds previously accumulated from capacity fees. Now, capacity fees reflect 100% buy-in to the system and are transferred to the Replacement Reserve
EWA	Funds transferred from LWD to EWA for deposit with EWA	Funds transferred back from EWA to LWD due to reduction in deposit requirements	Deposit balances determined by EWA approved financial reserve policy. Deposit is for EWA Operating, Inventory, and Capital demands during any quarterly period

# UNRESTRICTED DESIGNATED RESERVES

RESERVE	SOURCE OF FUNDS	USE OF FUNDS	NOTES
Operating	Operating income and interest earned on reserve	Wastewater Operating expenses	Reserve balance maintained at 33% of budgeted operating expenses. Excess (deficit) funds transferred to (from) Replacement Reserve
Replacement	Property taxes, interest earned on reserve,100% of Capacity Fees, and other non-operating income. Also excess operating net income transferred from Operating Reserve, and excess interest earned on emergency reserve	Replacement related capital expenditures and rate stabilization	Maximum reserve balance is 20-year capital replacement costs as identified in the Financial Plan. Minimum reserve target balance is the yearly average of the 20-year capital replacement costs as identified in the Financial Plan
Water Recycling	Recycled Water sales, grant income, and interest earned on reserve	Recycled Water capital improvement and replacement costs as well as water recycling operating expenses	Maximum reserve balance is 20-year capital replacement costs as identified in the Financial Plan.
Emergency	Originally funded by board action. Interest earned on reserve. Additional funding as needed to maintain Reserve level.	Emergency repair or replacement expenditures	Reserve balance maintained at \$7,500,000 level. Excess (deficit) funds transferred to (from) Replacement Reserve

## EXHIBIT A

#### Leucadia Wastewater District Discussion of Emergency Reserve Fund

Maintenance of an Emergency Reserve Fund (ERF) would provide the benefit of providing funds for emergency response for repair or replacement of capital facilities potentially necessary due to natural disaster damage or unanticipated major failure in a period when capital improvement funds have otherwise been purposely spent down to preset limits on planned projects. Separately, Capital Reserve Funds will be accumulated in a planned manner through financing, setting aside a portion of sewer service fees, or a combination of both methods, as determined by Board policy.

The amount to be recommended for maintenance in the ERF has been evaluated and discussed by Leucadia Wastewater District (LWD) staff and the District Engineer. The following table lists some pros and cons for three potential levels of ERF.

ERF	Pros	Cons
Alternatives		
Alternative 1: LWD maintain small ERF of \$1.0 million	<ol> <li>Reduces initial reliance on borrowing.</li> <li>Would extend period of reduced rate increases.</li> </ol>	<ol> <li>Not enough reserve to respond to many reasonably possible emergency events.</li> <li>Increased risk at point of ERF exhaustion that emergencies could not be responded to timely.</li> <li>Reduced District liquidity and lesser financing qualifications.</li> <li>Increased long term reliance on borrowing.</li> </ol>
Alternative 2: LWD maintain a Moderate ERF of \$7.5 million	<ol> <li>Sufficient funds to adequately replace or repair two major District facilities on an emergency basis.</li> <li>Sufficient funds to replace or repair about six or seven concurrent intermediate size facility problems at any given time.</li> <li>Unlikely to deplete ERF in a time period that would not allow establishment of additional financing, if necessary.</li> <li>Provides opportunity for investment of modest amount of about 1.5 years worth</li> </ol>	<ol> <li>Ties up \$7.5 million of funds that could be used to offset or defer rate increases.</li> <li>May be considered as ability to pay discretionary fines in the potential event of a major wastewater spill.</li> <li>Over time, it may be determined that the \$7.5 million amount should be decreased or increased depending on facility performance and risk tolerance.</li> </ol>

•	<ul> <li>of sewer service fee collections.</li> <li>5) Provides ability to fund one to two years of typical CIP schedule projects, while additional funding is being established.</li> <li>6) Increases liquidity of District that would be considered positively by financial markets when considering other financing issues.</li> </ul>	
Alternative 3: LWD maintain a Large ERF of \$15 million	1) Very little risk that any emergency situation would result that funds were not available for immediate response.	<ol> <li>Maintenance of large reserves is considered by some watch dog entities as a negative attribute.</li> </ol>

Based on an analysis of the above three ERF funding alternatives above, LWD staff and the District Engineer recommend that LWD adopt Alternative 2 – LWD Maintain a Moderate ERF of \$7.5 million.

#### MEMORANDUM

DATE: February 4, 2021

TO: Board of Directors

FROM: Paul J. Bushee, General Manager

SUBJECT: Strategic Planning Facilitator

#### **RECOMMENDATION:**

The Strategic Planning Ad Hoc Committee recommends that the Board of Directors:

- 1. Authorize the General Manager to execute an agreement with Confidence Consulting to provide strategic planning services in an amount not to exceed \$10,200.
- 2. Discuss and take other action, as appropriate.

### BACKGROUND:

At its November 18, 2020 meeting, the Board of Director's appointed an Ad Hoc Committee (Committee) consisting of President Omsted and Director Sullivan to work with staff to procure a strategic planning facilitator. The Committee subsequently met on December 3, 2020 and January 14, 2021.

At the December 3<sup>rd</sup> meeting, the Committee reviewed the draft request for proposals (RFP) and a potential mailing list of six strategic planning consultants. The Committee directed staff to distribute the RFP to a shortlist of four firms that included:

- Barber & Gonzales Consulting Group
- The Tamayo Group
- Regional Government Services
- Confidence Consulting

#### DISCUSSION:

During the RFP response period, the Tamayo Group, Inc, indicated that they would be unable to respond and subsequently referred the RFP to a firm named Sterling Insights. All four firms submitted proposals by the January 7<sup>th</sup> deadline and they included the following:

- Barber & Gonzales Consulting Group
- Sterling Insights
- Regional Government Services
- Confidence Consulting

The Committee met on January 14<sup>th</sup> to review and discuss the proposals. Based on the evaluation of the proposals by the Committee and staff, the Committee ranked the proposal from Confidence Consulting as the most responsive. Of the four proposals, the Committee and staff felt that Confidence Consulting's approach to the strategic planning effort was superior because it suggested several forward-thinking elements to the process such as: what LWD has learned from the pandemic; the digital transformation; and the future workforce make-up and the millennial generation.

Confidence Consulting is led by Mr. Jeff Bills who has worked with the LWD Board in the past. Mr. Bills facilitated LWD Board Strategic Planning events in 2011 and 2013, and has also provided teambuilding, employee satisfaction survey, and leadership coaching services to staff since 2007. Due to the strength of Confidence Consulting's proposal, the Committee opted to forego the interview process and proceed with a recommended agreement. Attached for your review, please find Confidence Consulting's proposal and a brief biography of Mr. Bills.

PJB:

Attachment

# CONFIDENCECONSULTING

December 20, 2020

Letter of Proposal Leucadia Wastewater District 1960 La Costa Avenue Carlsbad, California 92009 Attn: Mr. Paul Bushee, General Manager

#### Strategic Planning Services

Dear Mr. Bushee,

I am pleased to respond to your Request for Proposals for Strategic Planning Services dated December 7, 2020.

Please know of my appreciation for the long and successful relationship enjoyed between The Leucadia Wastewater District and Confidence Consulting. I am looking forward to the potential of working together again on this important effort.

I am confident that working with you, the Board of Directors and Management staff, we can produce outstanding results.

If there are any questions, please do not hesitate to let me know.

Sincerely,

Jeff K. Bills

# CONFIDENCECONSULTING

# December 31, 2020

# Leucadia Wastewater District Proposal for Strategic Planning Services

## **Proposal Outline**

- 1. Executive Summary
- 2. Introduction
- 3. Past Practice Traditional Strategic Planning.
- 4. Traditional Strategic Planning Limitations
- 5. New Strategic Thinking or "Responsive Strategic Planning."
- 6. The Planning Process
- 7. Scope of Work
- 8. Board of Directors Strategic Planning Workshop Agenda
- 9. Timeline
- 10. Fee
- 11. Final Report Preparation
- 12. Background Jeff K. Bills

### 1. Executive Summary

Confidence Consulting has enjoyed the privilege of working with the Leucadia Wastewater District for more than eleven years. We have worked with your Board of Directors, Management, and with District staff, completing a number of different assignments. These have included working with the Board of Directors on strategy formulation and working with the Management Team on leadership training and development. We have also provided leadership training to the entire staff, assisted in leadership succession and conducted the bi-annual staff satisfaction survey. We are very familiar with your organization, your excellent staff, and your mission, vision, and values. We support your mission and values and have felt satisfaction watching the District achieve outstanding performance and success.

We have read the information in the request for proposals for Strategic Planning Services. We understand the work that has gone into strategic planning over the last fifteen years and are very familiar with the 2015 plan. We are knowledgeable of your 4 Key Strategic areas and the ways you have been working to achieve them. We know and understand your people and the efforts you have made to hire outstanding individuals. We have seen over the years how you have built an outstanding and exceptional team.

We have also read and understand the Scope of Work outlined in Section 3.0, and the guidelines provided in developing our response and proposal. We appreciate the encouragement to modify or amplify the scope of work to accomplish the overall goal of this effort. We have taken this encouragement to heart and included suggestions that based on our experience, will be of value in this process. These suggestions include an Introduction section to outline what we see as major changes in the strategic planning process, and an overview of both traditional strategy and Responsive Strategic Planning. We have also included key information sections in the scope of work to provide the Board of Directors with critical information that will support the need to think about developing strategy in a different way.

#### 2. Introduction

Confidence Consulting has assisted numerous like clients in the development of strategic plans. In 2020, the only certainty was the absolute inability to predict what was coming. This new reality makes it difficult to try to plan for the year ahead, let alone any years thereafter. Because of this, the imminent questions are more pertinent: "What will our business look like next year?" "Will our industry continue to feel the "pandemic pinch?" "How long will the impact of the pandemic affect us and what further disruption might we face?" Questions regarding customer service, technology, work force needs, use and prioritization of financial resources and employee relations and staff training need to be looked at differently, especially in terms of time. The single issue of how long we will stay socially distanced into 2021 is a critical part of planning for the future. Strategic Planning is not the same as we have known it and never will be again.

There are lots of unanswered questions. But working together, LWD can look beyond what we cannot predict and focus on strategy that assesses the impact of 2020 and re-focuses on governance, business and leadership fundamentals. This includes the labor force, staff versatility, commitment to advanced technology, digital transformation, Board role, education and understanding, leadership and management flexibility, and internal culture.

Confidence Consulting is committed to helping Boards of Directors and Management teams create strategy and solutions that are smarter and more adaptable. We are grateful for the experience we have gained, working with other highly successful organizations who have established new benchmarks for success. We look forward to the potential of continuing to work together on this assignment to achieve the same levels of success.

#### 3. Past Practice. Traditional Strategic Planning

In the past, organizations used a traditional strategic planning process. This process typically included the following:

•The Board of Directors would review the vision and mission of the organization and determine any appropriate changes.

•The Board would do situational analysis, SWOT analysis, and Parallel Simulation to determine organizational position and to determine if strategic plans were consistent with Mission and Vision.

•The Board of Directors would adopt three to five strategic goals for the organization.

•The strategic goals were supplemented by management with year by year operating goals and objectives, usually one year at a time developed in harmony with the annual budget.

•The plan was reviewed quarterly but, in some organizations, less frequently.

•The plan, but more frequently the corresponding operating goals, were used to evaluate management performance.

This kind of strategic planning was based on an environment that assumed some stability from year to year and did little to accommodate uncertainty. It was also based on a labor pool that is much different than the labor pool of today.

#### 4. Traditional Strategic Plan Limitations

We have now learned that traditional strategic planning has limitations. Some of these limitations included:

•Changes in technology that have nullified the ability to plan effectively more than a few months into the future.

•Plans that failed to account for the change in the character and motivation of the predominately "millennial" workforce, who have much different expectations than their predecessors.

Plans that underestimated digital transformation and the need and ability to work "remotely."

•Plans that could not create internal cultures that embrace agility and adaptation.

•Commitment to multiyear plans with expensive capital commitments that were obsolete before or shortly after their completion.

•Strategic goals that were inflexible to changes in the environment.

•Strategic goals that considered mostly, best case scenarios.

•Budgets that corresponded to the strategic goals, leaving little room for adaptation or flexibility to change, especially rapid change.

•Difficulty to effectively communicate what "strategic thinking" really is, and allowing organizational sub-units to move independently from the rest of the organization.

### 5. New Strategic Thinking or "Responsive Strategic Planning."

The COVID-19 Pandemic has demonstrated how unplanned and abrupt change can devastate organizations, especially those who cannot adapt. Change has always occurred, but the pace of change has changed dramatically and the need to respond quickly has become more acute. It is highly likely that these unplanned events will not decrease. But now, knowing what we do, not planning for them and not being versatile enough to handle them can be catastrophic.

Outstanding organizations, like LWD, recognize that distant planning in today's world is not only difficult but can be impractical. Smart organizations put energy and resources into planning that develops strong, well trained, and versatile work forces. They understand the critical importance of hiring the right people. They find people who are, and train existing people to become creative and capable in multiple roles and different capacities. They recognize the importance of hiring people who know how to take risk, can think independently, and have a high need to continue to "learn." This exists at every level of the organization and does not tolerate the "specialist" mentality. These organizations use the team approach to develop a culture that rewards versatility and the ability to stay "technologically advanced." They recognize now more than ever, that an organization's level of technology and digital transformation is basically what saved some organizations from failure and caused others to close or be taken over. And they do all of this without compromising mission, vision or core values.

For LWD to continue to be highly successful long term, it must move its' strategic thinking from the past, traditional way to one that is a Responsive Strategic Planning Process; one focused on organizational agility, technological competence, digital transformation, and continuing to build an internal culture that matches the character of its' workforce. This is especially vital as it relates to the four key strategic areas prioritized by importance and included in the 2015 Strategic Plan.

### 6. The Planning Process

We believe in and are committed to a planning process that involves all key constituents of the organization and recognize that the best observations, ideas, or discussion does not always

come from Governance or Senior Management. We are pleased that LWD's request for Proposals for Strategic Planning Services, as outlined in the section titled 3.1 Information Gathering, places an emphasis on input from all key management staff within the organization. The fact the RFP acknowledges the need for this input will help us deliver a better product to LWD.

We also believe that in any planning process involving the Governing Body, and key members of Management, there must be completely open and transparent communication among all members of the team. As we interview members of all respective groups, we make a commitment that the information will be shared appropriately, and all those interviewed can feel their contribution will be treated with dignity and respect. We believe that communication is central to any process where key decisions are being made regarding the future of an organization and the impact those decisions have on the people who work there.

## 7. 3.0 Scope of Work with Additions

The details found in Section 3.0 Scope of Work adequately reflect the core areas of developing new strategy. As mentioned earlier, we appreciate the encouragement to modify or amplify the scope of work. To follow, you will find the key elements outlined in the scope of work with the additional amplifications and modifications for consideration.

## 3.1 Information Gathering

Confidence Consulting is familiar with the Board's previous Strategic Planning efforts. We are committed to gaining greater understanding by communicating with members of the Board of Directors, and Management staff in determining the level to which strategy has impacted overall results. In this process it is critical that additional items be included in the process of evaluating LWD's progress to date regarding strategic objectives. It is also important in order to transfer existing key strategic goals to strategy for the future. The current priorities relating to finance, human resources, service and infrastructure and technology are vitally important to future success and need only to be adapted to meet the need for greater versatility and flexibility in the face of further changes.

# A. Reviewing background Information of previous Strategic Planning Efforts

It will be important to evaluate past strategy with accomplishment to determine what level of future projection matches actual performance. We have carefully reviewed all of the documents relating to past strategy development and understand the effort and intent of the corresponding key strategy areas and their prioritization. Because of our long-standing work relationship with LWD, we also are aware of other indicators that will

be of value in reviewing and understanding past efforts. We understand specifically, your outstanding leadership capacity and strong levels of teamwork that currently exist

### B. Initial Meeting with the General Manager

Jeff Bills has worked with Mr. Bushee effectively and productively since Mr. Bills first engagement with LWD. The relationship is based on mutual trust, open communication and candid and transparent assessment of issues and potential solutions. This relationship will be of high value during this strategic planning process.

The meeting and communication with the General Manager are key in determining the following:

# Organizational readiness as it relates to further digital transformation.

### Workforce makeup and capacity.

Assessment and identification of new technology developments.

Financial capacity and current rate competitiveness.

Information on these key topics will be important for the Board in determining the key priorities for the future and Management's ability to develop key operating goals and objectives that will coincide and can be measured.

#### C. Interviews with the Board

Individual meetings with members of the Board of Directors is key to understanding both Board member knowledge and commitment to change. When Board members are open to change and modification to what has been traditional, the process of developing relevant, more responsive oriented strategy becomes highly rewarding. If Board member(s) are calcitrant to making needed adjustments, the planning process is more difficult. The Board's openness to change is the single most important factor in projecting future organizational success.

Much of the Board's ability to embrace change is based on adequate knowledge regarding key factors that are critical to the future and if LWD will achieve success. Board members must have a strong base of knowledge regarding the following key matters that now have even greater impact on strategy development:

# State of the Art Industry Technology. Workforce makeup and especially the "Millennial" Generation. What Digital Transformation is and Means. New Customer Expectations The long-lasting impacts of COVID-19 and future pandemic like occurrences.

Because of the importance of having Board member knowledge of these critical topics and the necessity of having such knowledge to make key decisions, information sessions on Workforce

# Makeup and Digital Transformation are included in the Board Workshop agenda. D. Conduct Interviews with key management staff to obtain more detailed information on

# D. Conduct interviews with key management staff to obtain more detailed information on the various functions of the District

We are very familiar with the Leadership Team at LWD and have established solid relationships with each of them. This level of trust will allow Confidence Consulting to get input that will be of high value to the strategy development process.

# 8. 3.2 Board of Directors Strategic Planning Workshop

Confidence Consulting recommends that the ZOOM Strategic Planning Workshop be scheduled for 6 hours total. Four hours before a lunchtime break and 2 hours after the break. From experience with the ZOOM format, and working with other clients in this process, we have learned that the six hours is not only adequate to accomplish the task, but from feedback from participants is the best amount of time to spend in the setting.

In addition to the review of the Board Code of Conduct, Mission Statement, Board Mission Statement, Vision Statement and 4 Strategic Focus Areas, we suggest that the agenda also include the following, and that adequate discussion time be given to these topics: Discussing and understanding these key matters are critical in developing any new strategy, modifying any current strategies or priorities, but also developing key management goals and objectives.

### What have we learned from 2020

Reflecting on 2020 and how it has changed lives both personally and professionally is critical to developing future strategy. Boards must answer some key questions.

# What expectations do we have for the future? How will the role of Governance change and how will we as a Board function?

# What new levels of support (policy and otherwise) do we as a Board need to provide to management?

#### Understanding the "Millennial" workforce?

Because the Millennial group makes up the majority of our workforce, Governing bodies need to understand the details surrounding changes in workforce dynamics and characteristics and recognize that management must manage them in different ways. Here are the key questions that must be addressed during the Board Workshop.

Do we understand the impact of their characteristics? (Video) What expectations do the Millennial's have in the workplace? What "organizational culture" matches "Millennial" expectations? What tools do we need to provide Management to manage this work group?

### Understanding what Digital Transformation really is.

Digital transformation has been a term used loosely for years. But in many cases, Governing bodies and for that matter, management teams did not have a complete understanding of its impact. The pandemic highlighted the fact that some organizations were not as prepared as they had assumed. Many organizations have been forced to manage remote teams with little to no experience. And the fact is, that when the pandemic ends, remote working is likely to continue. During the pandemic, many organizations have realized significantly lower operating costs due to remote working, and what seemed essential in the past has become unnecessary. The productivity assumptions many managers made were wrong. Many staff working remotely like the

change and the positive impact it has on commuting, home help, child-care and the change in personal lifestyle. Management needs to be highly aware of staff sentiment and Boards need to know how to support management in a potential transformation change. Digital transformation is not just about replacing manual processes with technology. It must extend inward to employee policy and procedures. It must also reflect the needs of the customer. Governing bodies must know and consider:

Are we placing adequate priority on Digital Transformation? How does Governance support Digital Transformation strategy? How does advanced technology help us achieve our goals? Are we prepared or do we want to be "First" in technology? Do we understand the long-term impact of remote working? Can and will our organization do better with a remote work focus?

The areas and key questions mentioned above are vital to the future of LWD. Working together in this Strategic Planning Process to understand what they mean and how they can be considered in relation to strategy and working objectives will be the difference between LWD continuing to be a recognized leader in its field, and something otherwise. A major reason why LWD has been so successful is because it has been a step ahead of other organizations in its ability to adapt and make swift changes. Responding to the current pandemic is a good example. While other organizations struggled to adjust, LWD was able, due to systems in place and the individual capacity and adaptability of its staff, to adjust in effective ways, without damaging staff morale and in fact, strengthening the already strong internal culture. This focus is essential to continue and is reflected in the topics and focus of the Board Strategic Planning Workshop Agenda.

### 3.3 A. Draft Summary of Key Findings

As a result of the careful planning and input from key groups prior to the workshop, LWD and Confidence Consulting, working together, will use the workshop to gel thoughts from the Board and Management, find preliminary consensus and develop a draft summary of key findings. This will allow Management and Jeff Bills to work together to develop a Strategic Plan Report for Board of Director review, modification and final approval.

## 3.3 B. Develop Strategic Plan Report

Once the Draft Summary of Key Findings has been distributed to members of the Board of Directors and any further input has been received, a final report will be developed for presentation to the Board for approval

#### 9. Timing and Schedule

We have reviewed the timing of the project and have no concerns.

#### 10. Fee Structure

The fees associated with Confidence Consulting assisting LWD in this process are as follows. All work from Confidence Consulting will be done by Jeff Bills and billed at \$300.00 per hour.

#### **Total Cost**

\$10,200.00

#### **Break Down of Costs**

Additional review of background material	2 hours	\$ 600.00
Initial Meeting with General Manager	2 Hours	600.00
Individual Meetings with Board of Directors	5 Hours	1500.00
Interviews with Key Management Staff	3 hours	900.00
Summation of Interview Results	4 Hours	1200.00
Board Workshop Agenda Preparation	4 hours	1200.00
Board Workshop	6 hours	1800.00
Post Workshop Plan Development	4 Hours	1200.00
Develop Final Report	2 Hours	600.00
Summation with Management	2 Hours	600.00

Total

34 Hours

\$ 10,200.00

# 11. Jeff K. Bills Background

# CONFIDENCECONSULTING



Jeff K. Bills

Jeff K. Bills is the founder and CEO of Confidence Consulting, a private management consulting firm that specializes in assisting Boards of Directors in effective Governance, and Chief Executives and leadership teams in individual performance and in building high levels of organizational trust.

Mr. Bills is a noted consultant, speaker, author and facilitator known for his acute understanding of people and behavior, leadership essentials, focus on fundamentals and sense of humor. His work on Integrity Based Leadership is nationally recognized and has helped numerous organizations re-establish high levels of trust and organizational success. Boards, Councils, and executive leaders find Mr. Bills to be an invaluable resource in facilitating council, board, leader, and manager success; governance development and strategy, leadership succession, mentoring and Executive Team coaching. Under Mr. Bills leadership, Confidence Consulting works with a select group of clients who are leaders in their respective fields and represent every sector in both the for profit and nonprofit arenas.

Prior to founding Confidence Consulting, Jeff spent twenty-seven years in Health Care Administration. He was the Chief Executive Officer at Scripps Memorial in La Jolla, California, one of the leading health care organizations in the nation, and President and CEO of Saint Mary's Health, a leading regional health care system serving the western United States. While leading both organizations, Jeff demonstrated a keen ability to prepare for the future, build strong and effective teams and valuable working relationships, especially with the Medical Staff. This ability resulted in high trust, outstanding quality and excellent financial results. Both organizations were recognized nationally for their patient care quality, financial results, and program success.

Jeff was raised in Sequim, Washington. He completed his undergraduate work at Brigham Young University in Provo, Utah where he was a David O. McKay Scholar and played Division One College Baseball for four years. While at BYU, he earned a Bachelor of Science degree and a Master's degree in Public Administration in Hospital Administration from The Marriott Graduate School of Management. In between and after graduate school years, he was the first Administrative Resident at the then newly formed Intermountain Health Care in Salt Lake City, Utah.

Jeff and his wife Leigh Ann are the parents of one daughter and two sons and grandparents to sixteen. Nine girls and seven boys. They reside in Provo, Utah.

#### Contact Information

Jeff K. Bills Confidence Consulting 2733 North University Avenue Provo, Utah 84604 Telephone/Text 801 494 3968 e-mail jeffkbills@gmail.com

#### MEMORANDUM

DATE:	February 4, 2021
TO:	Board of Directors
FROM:	Paul J. Bushee, General Manager
SUBJECT:	Call for Nominations to the CSDA Board of Directors Seat A

#### **RECOMMENDATION:**

That the Board of Directors considers the following:

1. Discuss and take action as appropriate.

#### **DISCUSSION:**

Leucadia Wastewater District received notification that nominations are being solicited for Seat A on CSDA's Board of Directors. Any regular member of an Independent Special District is eligible to nominate one person, a board member or managerial employee, for the election. CSDA Board members serve three-year terms. The deadline for receipt of all nominations is March 29, 2021. The nomination form must include a Board resolution/minute action supporting the candidate.

All nominees will receive a Candidate's Letter in the mail. Electronic ballots will be mailed to the main contact at the District on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. on July 16, 2021. The successful candidates will be notified no later than July 20, 2021 and he/she will be introduced at the Annual Conference in Monterey, CA in August.

Staff has no recommendation on this matter and is seeking direction from the Board of Directors. Attached is CSDA's notification letter that includes a list of incumbents, the nomination form, and a map showing the CSDA regions.

Jo MacKenzie of Vista Irrigation District is the current Southern Network Representative and she is running for re-election.

tb:PJB

Attachments

N	Č,
	)ECELUEIM
	ј FEB I 2021
9	LEUCADIA WASTEWATER



California Special Districts Association Districts Stronger Together

SUBJECT:	CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS SEAT A
FROM:	CSDA Elections and Bylaws Committee
то:	CSDA Voting Member Presidents and General Managers
DATE:	January 28, 2021

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

#### **Commitment and Expectations:**

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.

(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).

- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall. (CSDA does not reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
   (CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

Nomination Brocedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814 Fax: 916.442.7889 E-mail: amberp@csda.net

H

SAIAW.

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

#### **Expiring Terms**

(See enclosed map for Network breakdown)

Northern NetworkSeat A – Ralph Emerson, GM, Garberville Sanitary District\*Sierra NetworkSeat A – Noelle Mattock, Director, El Dorado Hills Community Services District\*Bay Area NetworkSeat A – Chad Davisson, GM, Ironhouse Sanitary District\*Central NetworkSeat A – VacantCoastal NetworkSeat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District\*Southern NetworkSeat A – Jo MacKenzie, Director, Vista Irrigation District\*

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 28, 2021*. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by March 29, 2021 in order to ensure that you will receive a paper ballot on time.

<u>CSDA will mail paper ballots on May 28, 2021 per district request only.</u> ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(\* = Incumbent is running for re-election) If you have any questions, please contact Amber Phelen at <u>amberp@csda.net</u>.



# 2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate:		
District:		
Mailing Address:		
	·	
Network:		
Telephone:		
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CA	AN REACH THE CANDIDATE)	
Fax:	\$,	
E-mail:	· · · · ·	
Nominated by (optional):		

# Return this <u>form and a Board resolution/minute action supporting the candidate</u> <u>and Candidate Information Sheet</u> by mail or email to:

CSDA Attn: Amber Phelen 1112 I Street, Suite 200 Sacramento, CA 95814 (877) 924-2732

### amberp@csda.net

# DEADLINE FOR RECEIVING NOMINATIONS - March 29, 2021

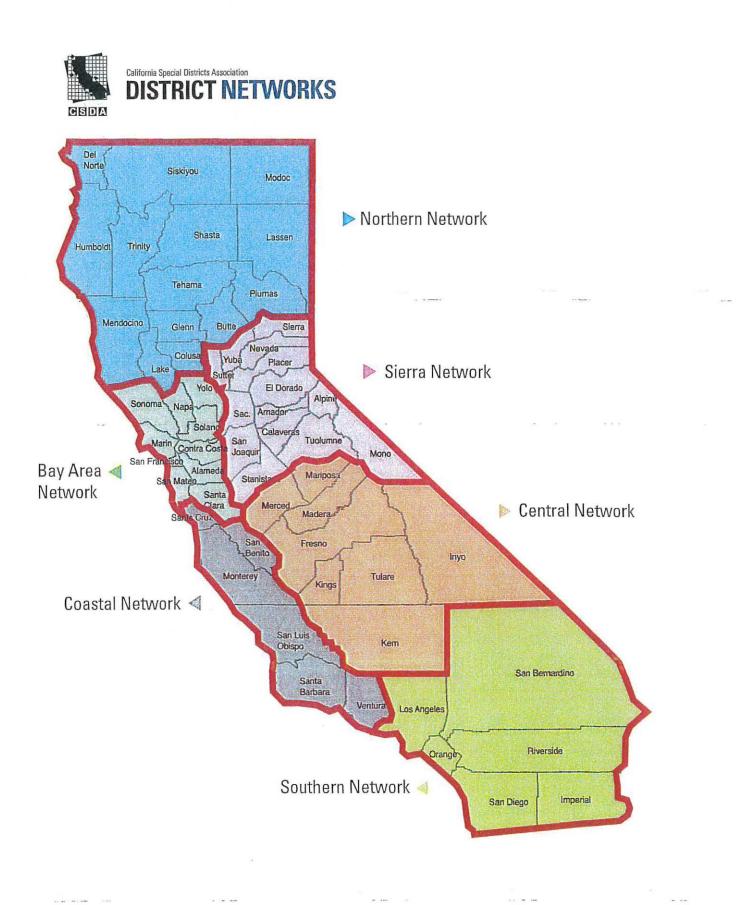


......

# 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name:		
District/Company:		
Title:		
Elected/Appointed/Staff:		
Length of Service with District:		
1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):		
<ol> <li>Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):</li> </ol>		
3. List local government involvement (such as LAFCo, Association of Governments, etc.):		
4. List civic organization involvement:		
**Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.		



# **Directors' Meetings**

Presented by Directors Omsted, Hanson, Sullivan, and Juliussen

Conference 2021 CASA Winter Virtual Conference

Dates and Location January 27-28, 2021 via video conference (January 26, 2021 - Optional CSRMA Webinars via video conference)

# List of Attendees

President Omsted Vice President Hanson Director Sullivan Director Juliussen

The above mentioned Board members attended various sessions regarding governance and management of wastewater operations.