

REGULAR BOARD MEETING AGENDA

5:30 PM Wednesday January 24, 2023
UPUD Headquarters | 339 Main Street, Murphys, CA 95247

OUR MISSION

Union Public Utility District is dedicated to protecting, enhancing, and developing our water resources to the highest beneficial use for our customers, while maintaining cost-conscious, reliable service and providing gainful employment through responsible management.

Board Chambers are open to the public and the following alternative is available to members of the public who wish to participate in the meeting virtually:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 231 098 604 416

Passcode: fgRMdM

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 209-729-7215,,484999377#](#)

Phone Conference ID: 484 999 377#

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-728-3651. Notification in advance of the meeting will enable UPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at UPUD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER/THE PLEDGE OF ALLEGIANCE

1. ROLL CALL
2. APPROVAL OF AGENDA

3. PUBLIC COMMENT:

(LIMIT 5 MINUTES PER PERSON) Members of the public may address the Board on items not agendized. The public is encouraged to contact the General Manager or Board of Directors for consideration of items to be placed on the agenda. No action will be taken by the Board unless an item is agendized.

4. CONSENT AGENDA:

Consent agenda items are expected to be routine and non-controversial. They will be acted upon by the Board at a time, without discussion. Any board member, staff member or interested party may request removal of an item from the consent agenda for later discussion.

- a. Approval of Minutes: November 9, 2023 – Special Meeting
- b. Approval of Minutes: November 15, 2023 – Regular Meeting
- c. Approval of Minutes: November 21, 2023 – Special Meeting
- d. Expenditures - November 2023, December 2023
- e. Fund Balance Report – November 2023, December 2023
- f. Balance Sheet & Income Statement – November 2023, December 2023
- g. YTD Budget to Actuals – November 2023, December 2023
- h. Legal Fees Year-to-Date Review
- i. Request for Leak Adjustment

5. OLD BUSINESS: None

6. NEW BUSINESS

- a. Discussion/Action Regarding Utica Irrigation Customer
(Jessica Self, General Manager)
- b. UPUD FY 2022-2023 Audit
(Presentation by Ryan Jolley)
- c. Discussion/Action Regarding Mutual Assistance Agreements with COA & CCWD
(Jessica Self, General Manager)
- d. Discussion/Action Regarding District Policy Updates
(Jessica Self, General Manager)
 - 1. 2030 – Holiday Schedule
 - 2. 2040 – Sick Leave

RESO NO. 2024-001

3. 2020 – Vacation Pay
4. 4025 – Expenditure Reimbursement
5. 5010 – Board Meetings
6. 5020 – Board Meeting Agendas
7. 3020 – Public Records Act

- e. Discussion/Action Regarding UPUD's Customer Assistance Program
(Jenna Mayo, Administrative Analyst)
- f. Trout in the Classroom Presentation
(Jessica Self, General Manager)
- g. Discussion/Action Regarding 2024 Board Assignments & Positions
(Eric Bottomley, Board President)

RESO NO. 2024-002

7. REPORTS

- a. General Manager
- b. Utica Water & Power Authority

8. CLOSED SESSION:

- a. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9(d)(2): one case
- b. Public Employee Performance Evaluation (Gov. Code § 54957(b)(1): General Manager

9. RETURN TO OPEN SESSION

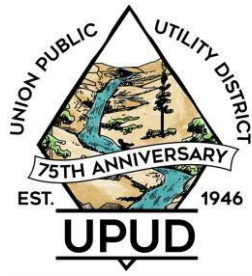
10. REPORT ON CLOSED SESSION

11. DIRECTORS COMMENTS

12. NEXT BOARD MEETINGS & EVENTS

- Wednesday, January 31, 2024 at 6:00 PM – Full JPA Meeting (Native Sons Hall, Murphys)
- Wednesday, February 28, 2024 at 5:30 PM – Regular Meeting
- Wednesday, March 27, 2024 at 5:30 PM – Regular Meeting

13. ADJOURNMENT



MINUTES

UNION PUBLIC UTILITY DISTRICT SPECIAL BOARD MEETING

NOVEMBER 9, 2023

Directors Present: Eric Bottomley, President
Greg Rasmussen, Vice-President
Tom Quincy, Secretary
Bruce Tallakson, Treasurer
Ralph Chick, Director

Directors Absent: None

Staff Present: Jessica Self, General Manager
Elaine Urruty, Clerk to the Board
Lisa Biedinger, Customer Service Representative
Andrew Ramos, General Legal Counsel
Matt Ospital, District Engineer

Others Present: Public at Large

ORDER OF BUSINESS

CALL TO ORDER & THE PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Bottomley called the Special Board Meeting to order at 4:30 p.m. and led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

No approval agenda was needed.

3. PUBLIC COMMENT

No Public Comment

4. **CLOSED SESSION:**

President Bottomley adjourned the meeting to closed session at 4:35 p.m.
Director Tallakson arrived at 5:09 p.m.

- a. Conference with Legal Counsel – Existing Litigation (Gov. Code §54956.9(d)(1))
Name of Case: *Hatfield v. Union Public Utility District, Calaveras County*
Superior Court Case No. 23CV46786
- b. Conference with Legal Counsel – Anticipated Litigation (Gov. Code §54956.9(d)(2): one case
- c. Conference with Legal Counsel – Consider Initiation of Litigation (Gov. Code 54956.9(d)(4): one case

5. **RETURN TO OPEN SESSION:** The meeting returned to open session at 5:35 PM

6. **REPORT FROM CLOSED SESSION**

Direction was given to General Manager, Jessica Self.

7. **DIRECTORS COMMENTS**

There were no Director comments.

8. **NEXT BOARD MEETINGS & EVENTS**

- 1. Tuesday, November 14, 2023 – UPUD Town Hall Meeting
- 2. Wednesday, November 15, 2023 at 5:30 PM – Regular Meeting
- 3. Wednesday, December 20, 2023 at 5:30 PM - Regular Meeting

9. **AJOURNMENT**

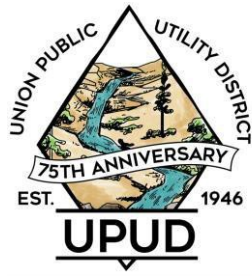
The meeting adjourned at 5:41 PM.

Respectfully Submitted:

ATTEST:

Tom E. Quincy, Board Secretary

Elaine Urruty, Clerk to the Board



MINUTES

UNION PUBLIC UTILITY DISTRICT REGULAR BOARD MEETING

NOVEMBER 15, 2023

Directors Present: Greg Rasmussen, Vice-President
Tom Quincy, Secretary
Bruce Tallakson, Treasurer
Ralph Chick, Director

Directors Absent: Eric Bottomley, President

Staff Present: Jessica Self, General Manager
Elaine Urruty, Board Clerk
Jenna Mayo, Administrative Analyst

Others Present: Dean Atyia, Special Counsel
Joel Metzger, UWPA General Manager
Public at Large

ORDER OF BUSINESS

CALL TO ORDER & THE PLEDGE OF ALLEGIANCE

1. ROLL CALL

Vice President Rasmussen called the Regular Board Meeting to order at 5:32 p.m. and led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Motion: Director Tallakson
Second: Director Chick
Ayes: Directors Rasmussen, Quincy, Tallakson, and Chick
Nays: None
Absent: Director Bottomley
Abstained: None

MINUTE ENTRY. MOTION TO APPROVE THE AGENDA AS PRESENTED.

3. **CLOSED SESSION:** The meeting was adjourned into Closed Session at 5:33 p.m.
 - a. Conference with Legal Counsel – Consider initiation of Litigation (Gov. Code 54956.9(d)(4)): one case

4. **RETURN TO OPEN SESSION:** The meeting returned to Open Session at 6:15 p.m.

5. **REPORTABLE ACTION FROM CLOSED SESSION**

Director Rasmussen reported that per Election Code 9310, we have 10 days to decide if the initiative will be adopted or submitted.

6. **PUBLIC COMMENT**

There was public discussion regarding irrigation rates. The Board thanked the community for their comments.

7. **CONSENT AGENDA**

- a. Approval of Minutes – October 25, 2023 – Special Board Meeting
- b. Expenditures – October 2023
- c. Fund Balance Report – October 2023
- d. Balance Sheet & Revenues – October 2023
- e. YTD Budgets to Actuals – October 2023
- f. Legal Fees 2023 Calendar Year-to-Date Review

Motion: Director Tallakson
Second: Director Quincy
Ayes: Directors Rasmussen, Quincy, Tallakson, and Chick
Nays: None
Absent: Director Bottomley
Abstained: None

MINUTE ENTRY. MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED.

8. **OLD BUSINESS:** None.

9. **NEW BUSINESS:**

- a. Discussion/Action Regarding Updates to the Capital Improvement Program (CIP) (Jessica Self, General Manager)

General Manager, Jessica Self, delivered a PowerPoint presentation on UPUD CIP, suggesting updates. Subsequently, they addressed inquiries from the public. The matter is slated for further examination by the Board.

- b. Presentation by Calaveras County Registrar of Voters to certify signatures pursuant to Elections Code § 9309(f), as it relates to citizen's initiative to amend, repeal, or replace water rates.

Rebecca Turner, of Calaveras County, stated that she had forwarded all relevant documentation regarding this matter to UPUD. She also mentioned her availability to address any inquiries related to the initiative. General Manager, Jessica Self, inquired about the method by which Calaveras County identified the initiative for which the signatures were collected. Rebecca clarified that all the signatures received pertained to the second initiative.

10. REPORTS

- a. General Manager

No report was given.

- b. UWPA

UWPA General Manager, Joel Metzger, stated that the annual maintenance is progressing smoothly and is anticipated to conclude over the Thanksgiving Holiday.

11. DIRECTORS REPORTS, INFORMATION, FUTURE AGENDA ITEMS

Director Rasmussen informed the public that their concerns had been heard and assured them that a review of irrigation rates would be conducted prior to the upcoming irrigation season.

12. NEXT BOARD MEETINGS & EVENTS

1. Wednesday, December 20, 2023 at 5:30 PM - Regular Meeting
2. Wednesday, January 24, 2024 at 5:30 PM - Regular Meeting

13. AJOURNMENT

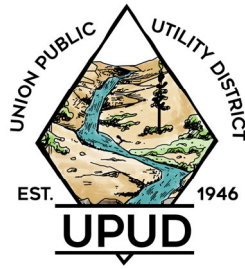
The meeting adjourned at 6:48 PM.

Respectfully Submitted:

ATTEST:

Tom E. Quincy, Board Secretary

Elaine Urruty, Clerk to the Board



MINUTES

UNION PUBLIC UTILITY DISTRICT SPECIAL BOARD MEETING

November 21, 2023

Directors Present: Eric Bottomley, President
Tom Quincy, Secretary
Bruce Tallakson, Treasurer
Ralph Chick, Director

Directors Absent: Greg Rasmussen, Vice President

Staff Present: Jessica Self, General Manager
Lisa Biedinger, Customer Service Representative
Jenna Mayo, Administrative Analyst/Board Clerk

Others Present: Andrew Ramos, Legal Counsel
Dean Atyia, Special Counsel

ORDER OF BUSINESS

CALL TO ORDER & THE PLEDGE OF ALLEGIANCE

1. ROLL CALL

President Bottomley called the Special Board Meeting to order at 10:00 a.m. and led the Pledge of Allegiance. Vice President Rasmussen was absent.

2. APPROVAL OF AGENDA

Motion: Director Tallakson
Second: Director Quincy
Ayes: Directors Bottomley, Quincy, Tallakson, and Chick
Nays: None
Absent: Vice President Rasmussen
Abstained: None

MINUTE ENTRY. MOTION TO APPROVE THE AGENDA AS PRESENTED.

3. PUBLIC COMMENT

There was no Public Comment

4. NEW BUSINESS

- a. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNION PUBLIC UTILITY DISTRICT, CALIFORNIA, SUBMITTING TO THE QUALIFIED VOTERS OF THE UNION PUBLIC UTILITY DISTRICT AN INITIATIVE MEASURE REDUCING THE RATES FOR WATER SERVICE, AT THE DISTRICT GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.....RES NO. 2023-014
- b. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNION PUBLIC UTILITY DISTRICT, CALAVERAS COUNTY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF CALAVERAS TO CONSOLIDATE A DISTRICT GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE FOR THE DISTRICT’S VOTERS TO CONSIDER AN INITIATIVE BALLOT MEASURE REPEALING AND REDUCING THE DISTRICT’S WATER RATES.....RES NO. 2023-015
- c. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNION PUBLIC UTILITY DISTRICT, CALAVERAS COUNTY, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A DISTRICT INITIATIVE MEASURE TO BE SUBMITTED AT THE NOVEMBER 5, 2024 DISTRICT GENERAL ELECTION.....RES NO. 2023-016

Motion: Director Chick
 Second: Director Tallakson
 Ayes: Directors Bottomley, Quincy, Tallakson, and Chick
 Nays: None
 Absent: Vice President Rasmussen
 Abstained: None

RESOLUTION #2023-014, #2023-015, #2023-016. TO ADOPT RESOLUTION NO. 2023-014, 2024-015, 2023-016 AS PRESENTED.

5. DIRECTORS COMMENTS

Director Quincy expressed disappointment. Director Chick and Director Bottomley extended their gratitude to our attorneys for their valuable assistance.

6. NEXT BOARD MEETINGS

- Wednesday, December 20, 2023, at 5:30 PM – Regular Meeting
- Wednesday, January 24, 2023, at 5:30 PM - Regular Meeting

7. ADJOURNMENT

The meeting was adjourned at 10:17 a.m.

Respectfully Submitted:

ATTEST:

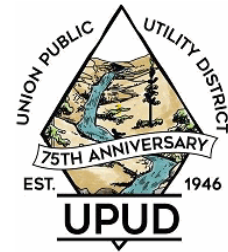
Tom E. Quincy, Board Secretary

Jenna Mayo, Clerk to the Board

DRAFT

Bank Reconciliation

Expenditures - November 2023

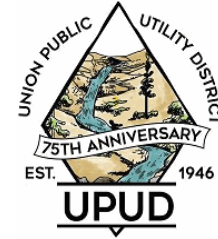


Check No	Check Date	Name	Module	Void	Amount
0	11/4/2023	AT&T U-verse	AP		183.44
0	11/9/2023	CalPERS	AP		4,336.36
0	11/9/2023	EDD	AP		1,498.09
0	11/9/2023	Employment Development Dept	AP		259.10
0	11/9/2023	United States Treasury	AP		8,175.60
0	11/9/2023	PR -DD 00601.11.2023	PR		20,307.48
28370	11/17/2023	Alpha Analytical Laboratories, Inc.	AP		1,581.00
28371	11/17/2023	Anthem Blue Cross	AP		1,526.00
28372	11/17/2023	AT&T CALNET	AP		277.96
28373	11/17/2023	Bartkiewicz,Kronick & Shanahan	AP		4,532.50
28374	11/17/2023	Best Best & Krieger Attorneys At Law	AP		6,359.50
28375	11/17/2023	Best Best & Krieger Attorneys At Law	AP		8,223.45
28376	11/17/2023	California Waste Recovery System	AP		193.78
28377	11/17/2023	Carbon Copy	AP		418.69
28378	11/17/2023	Clark Pest Control	AP		91.00
28379	11/17/2023	Comcast	AP		191.61
28380	11/17/2023	Coneth Solutions, Inc	AP		1,455.00
28381	11/17/2023	CPPA	AP		2,054.60
28382	11/17/2023	CSDA	AP		6,500.00
28383	11/17/2023	Dataprose, LLC	AP		1,079.57
28384	11/17/2023	Ferguson Waterworks #1423	AP		211.39
28385	11/17/2023	Jenna Mayo	AP		256.76
28386	11/17/2023	Mother Lode Answering Service, Inc.	AP		242.00
28387	11/17/2023	Murphys Sanitary District	AP		120.00
28388	11/17/2023	PG&E	AP		263.81
28389	11/17/2023	Quill	AP		706.51
28390	11/17/2023	Red Store	AP		104.63
28391	11/17/2023	Sierra Hills Market	AP		59.79
28392	11/17/2023	Springbrook Holding Company, LLC.	AP		2,964.80
28393	11/17/2023	Springbrook Holding Company, LLC.	AP		1,870.00
28394	11/17/2023	Springbrook Holding Company, LLC.	AP		537.00
28395	11/17/2023	SWRCB - DWOCP	AP		90.00
28396	11/17/2023	Verizon Wireless	AP		824.60
0	11/22/2023	CalPERS	AP		4,331.78
0	11/22/2023	EDD	AP		1,521.50
0	11/22/2023	Employment Development Dept	AP		260.66
0	11/22/2023	United States Treasury	AP		8,231.13
0	11/22/2023	PR - DD 00602.11.2023	PR		20,415.25

Total Void Check Count: 0
 Total Void Check Amount: _____
 Total Valid Check Count: 38
 Total Valid Check Amount: 112,256.34

Bank Reconciliation

Expenditures - December 2023

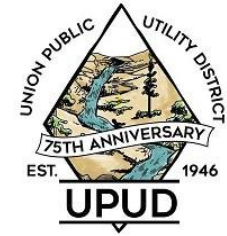


Check Date	Check Date	Name	Module	Void	Amount
28349	10/20/2023	NSGW - Chispa 139	AP	Void	500.00
0	12/4/2023	AT&T U-verse	AP		183.44
0	12/4/2023	CalPERS - Health Benefits	AP		16,614.65
28397	12/4/2023	Comcast Business	AP		410.34
28398	12/4/2023	Hunt & Sons, Inc	AP		1,908.36
28399	12/4/2023	Weber, Ghio & Associates	AP		29,451.47
0	12/8/2023	CalPERS	AP		4,331.78
0	12/8/2023	EDD	AP		1,471.58
0	12/8/2023	Employment Development Dept	AP		257.98
0	12/8/2023	United States Treasury	AP		8,137.82
0	12/8/2023	PR - DD 00601.12.2023	PR		20,239.67
28400	12/8/2023	Alpha Analytical Laboratories, Inc.	AP		1,491.00
28401	12/8/2023	AT&T CALNET	AP		291.97
28402	12/8/2023	Best Best & Krieger Attorneys At Law	AP		28,947.79
28403	12/8/2023	Calaveras Lumber	AP		30.15
28404	12/8/2023	Clark Pest Control	AP		121.00
28405	12/8/2023	Coneth Solutions, Inc	AP		2,528.34
28406	12/8/2023	De Lage Landen Financial Services, Inc	AP		270.32
28407	12/8/2023	Farmer's Insurance Exchange	AP		1,384.58
28408	12/8/2023	Hammer Down Repair	AP		214.38
28409	12/8/2023	Jenna Mayo	AP		319.41
28410	12/8/2023	Mother Lode Answering Service, Inc.	AP		242.00
28411	12/8/2023	Murphys Sanitary District	AP		120.00
28412	12/8/2023	Petty Cash Custodian - Elaine M Urruty	AP		28.02
28413	12/8/2023	Red Store	AP		41.46
28414	12/8/2023	Jessica Self	AP		804.34
28415	12/8/2023	Sierra Hills Market	AP		38.11
28416	12/8/2023	SWRCB	AP		868.00
28417	12/8/2023	The Valley Springs News	AP		32.50
28418	12/8/2023	US Bank	AP		1,549.84
28419	12/8/2023	Univar Solutions USA INC.	AP		5,356.33
28420	12/8/2023	Elaine Urruty	AP		256.76
28421	12/8/2023	USA Blue Book	AP		285.65
28422	12/8/2023	USA Vision	AP		165.44
28423	12/8/2023	Verizon Wireless	AP		453.14
28424	12/11/2023	Bartkiewicz,Kronick & Shanahan	AP		8,816.25
28425	12/11/2023	Best Best & Krieger Attorneys At Law	AP		7,648.78
0	12/15/2023	CalPERS - Health Benefits	AP		18,194.96
28426	12/15/2023	Calaveras County Public Works	AP		194,995.00
28427	12/15/2023	California Waste Recovery System	AP		193.78
28428	12/15/2023	Carbon Copy	AP		45.41
28429	12/15/2023	CDK Supply Corp.	AP		138.67
28430	12/15/2023	Clark Pest Control	AP		170.00
28431	12/15/2023	CPPA	AP		3,275.40
28432	12/15/2023	Darby Plumbing	AP		220.00

Check Date	Check Date	Name	Module	Void	Amount
28433	12/15/2023	Ebbetts Pass Gas Service	AP		785.58
28434	12/15/2023	Springbrook Holding Company, LLC.	AP		558.00
28435	12/15/2023	US Bank	AP		2,261.28
28436	12/21/2023	Anthem Blue Cross	AP		1,526.00
28437	12/21/2023	Duke, Scot	AP		720.00
28438	12/21/2023	Hunt & Sons, Inc	AP		1,635.11
28439	12/21/2023	USA Blue Book	AP		366.41
28440	12/21/2023	USA Vision	AP		165.44
28441	12/21/2023	Weber, Ghio & Associates	AP		22,885.76
0	12/22/2023	CalPERS	AP		4,335.22
0	12/22/2023	EDD	AP		2,126.37
0	12/22/2023	Employment Development Dept	AP		315.64
0	12/22/2023	United States Treasury	AP		10,521.19
0	12/22/2023	PR - DD 00602.12.2023	PR		24,038.83
28442	12/29/2023	Carbon Copy	AP		26.31
28443	12/29/2023	De Lage Landen Financial Services, Inc	AP		283.84
28444	12/29/2023	Postmaster	AP		264.00
28445	12/29/2023	Postmaster	AP		264.00
28446	12/29/2023	Safeguard Business Systems, Inc	AP		93.46
28447	12/29/2023	SWRCB	AP		5,751.88

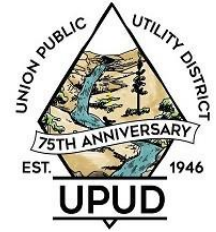
Total Void Check Count:	1
Total Void Check Amount:	<u>500.00</u>
Total Valid Check Count:	64
Total Void Check Amount:	<u>441,470.19</u>

General Ledger
Fund Balance Report LAIF & CA CLASS
November 2023



Account Number	Description	Beg Bal	Debits	Credits	End Bal
01	Water Fund				
01-00-1400	LAIF Account	62,970.71	-	-	62,970.71
01-00-1401	LAIF-Surplus Fund	735,195.33	-	-	735,195.33
01-00-1402	LAIF-Irrigation Imprvmnt Fund	189,284.62	-	-	189,284.62
01-00-1404	LAIF-UWPA Reserve Fund	166,563.50	-	-	166,563.50
01-00-1405	LAIF-Reserve Fund	544,800.66	-	-	544,800.66
01-00-1406	LAIF-Capital Imprvmnt Fund	193,158.38	-	-	193,158.38
01-00-1407	LAIF-SRLF Rec (Conn Fees)	671,995.22	-	-	671,995.22
01	TOTAL LAIF =	2,563,968.42	-	-	2,563,968.42
01-00-1501	CA CLASS - District Surplus	-	403,742.52	1,840.08	405,582.60
01	TOTAL CA CLASS =	2,563,968.42	403,742.52	1,840.08	405,582.60
	TOTAL FUND BALANCE=				2,969,551.02

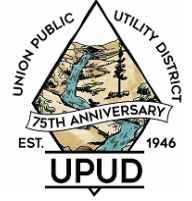
General Ledger
Fund Balance Report LAIF & CA CLASS
December 2023



Account Number	Description	Beg Bal	Debits	Credits	End Bal
01	Water Fund				
01-00-1400	LAIF Account	62,970.71	-	-	62,970.71
01-00-1401	LAIF-Surplus Fund	735,195.33	-	-	735,195.33
01-00-1402	LAIF-Irrigation Imprvmnt Fund	189,284.62	-	-	189,284.62
01-00-1404	LAIF-UWPA Reserve Fund	166,563.50	-	-	166,563.50
01-00-1405	LAIF-Reserve Fund	544,800.66	-	195,000.00	349,800.66
01-00-1406	LAIF-Capital Imprvmnt Fund	193,158.38	-	-	193,158.38
01-00-1407	LAIF-SRLF Rec (Conn Fees)	671,995.22	-	-	671,995.22
01	TOTAL LAIF =	2,563,968.42	-	195,000.00	2,368,968.42
01-00-1501	CA CLASS - District Surplus	405,582.60	1,908.92	-	407,491.52
01	TOTAL CA CLASS =	405,582.60	1,908.92	-	407,491.52
	TOTAL FUND BALANCE =				2,776,459.94

General Ledger

Balance Sheet
November 2023



Period: 05
Fiscal Year: 2024

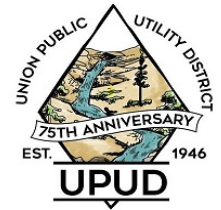
Fund ALFRE

Account Type	Amount
01 - Water Fund	
Assets	
Cash & Investments	3,327,150.68
Accounts Receivable	185,584.11
Inventory	0.00
Fixed Assets	4,672,618.36
Other Long Term Assets	0.00
CalPERS Pension Outflows	318,606.00
Grant Receivable	0.00
Total Assets:	8,503,959.15
Liabilities	
Accounts Payable	0.00
Payroll Liabilities	104,678.58
Deferred Revenue	2,462.32
Compensated Absences	74,871.35
Bonds/Notes Payable-Current	0.00
CalPERS Pension -Liability Exp	525,941.00
CalPERS Pension - Inflows	43,711.00
Total Liabilities:	751,664.25
Fund Balance	
Fund Balance	7,633,399.57
Total Fund Balance:	7,633,399.57
Total Liabilities and Fund Balance:	8,385,063.82
Total Retained Earnings:	118,895.33
Total Fund Balance and Retained Earnings:	7,752,294.90
Total Liabilities, Fund Balance, and Retained Earnings:	8,503,959.15
Totals for Fund 01 - Water Fund:	0.00

General Ledger

Revenues by Category

November 2023

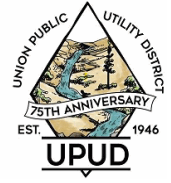


Period 05
Fiscal Year 2024

Account Number	Description	One Year Prior Actual	Budget	Period Amt	End Bal
01	Water Fund				
01-01-4100	Domestic Water Revenue	-823,723.14	-1,583,114.00	-109,990.36	-621,077.51
01-01-4105	Irrigation Water Revenue	-47,014.59	-116,796.00	-10,626.64	-99,393.67
01-01-4106	Utica Conveyance Fees	0.00	-370,000.00	-30,870.00	-154,305.00
01-01-4107	Utica Irrigation Water Sales	0.00	-163.00	0.00	-157.22
01-01-4120	Hydrant Meter Revenue	-1,256.40	-2,000.00	-564.00	-689.00
01-01-4160	Penalties	-7,180.00	-10,000.00	-1,460.00	-4,170.00
01-01-4180	Other - Water Related	-2,694.00	-7,000.00	-208.20	-2,459.30
01-01-4189	Meter Reset Fees	0.00	-1,000.00	0.00	-1,000.00
01-01-4190	Meter Connection Fees	-70,000.00	-70,000.00	0.00	-28,000.00
01-01-4195	Non-Operating Income	0.00	-1,500.00	0.00	0.00
01-01-4200	Interest Earned	0.00	-70,000.00	-1,840.08	-52,526.78
01-01-4300	County Taxes	0.05	-165,000.00	0.00	-8,055.86
01-01-4420	Insurance Refund	0.00	0.00	0.00	-337.06
01-01-4440	Garage Rental Revenue	-300.00	-1,200.00	0.00	-560.00
01-01-4441	NCPA Facilities Use Agreement	-2,500.00	-2,500.00	-2,500.00	-2,500.00
01-01-4460	Grant Income	0.00	-1,650,000.00	0.00	0.00
01	Water Fund	-954,668.08	-4,050,273.00	-158,059.28	-975,231.40
Revenue Total		<u>-954,668.08</u>	<u>-4,050,273.00</u>	<u>-158,059.28</u>	<u>-975,231.40</u>

General Ledger

Balance Sheet
December 2023

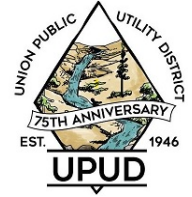


Period: 06
Fiscal Year: 2024

Fund ALFRE

Account Type	Amount
01 - Water Fund	
Assets	
Cash & Investments	3,036,618.19
Accounts Receivable	183,652.54
Inventory	0.00
Fixed Assets	4,672,618.36
Other Long Term Assets	0.00
CalPERS Pension Outflows	318,606.00
Grant Receivable	0.00
Total Assets:	<u>8,211,495.09</u>
Liabilities	
Accounts Payable	0.00
Payroll Liabilities	104,678.58
Deferred Revenue	2,462.32
Compensated Absences	74,871.35
Bonds/Notes Payable-Current	0.00
CalPERS Pension -Liability Exp	525,941.00
CalPERS Pension - Inflows	43,711.00
Total Liabilities:	<u>751,664.25</u>
Fund Balance	
Fund Balance	7,633,399.57
Total Fund Balance:	<u>7,633,399.57</u>
Total Liabilities and Fund Balance:	<u>8,385,063.82</u>
Total Retained Earnings:	<u>(173,568.73)</u>
Total Fund Balance and Retained Earnings:	<u>7,459,830.84</u>
Total Liabilities, Fund Balance, and Retained Earnings:	<u>8,211,495.09</u>
Totals for Fund 01 - Water Fund:	<u>0.00</u>

General Ledger Revenues by Category



December 2023

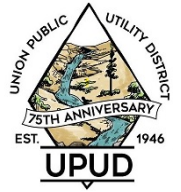
Period 06 - 06
Fiscal Year 2024

Account Number	Description	One Year Prior Actual	Budget	Period Amt	End Bal
01	Water Fund				
01-01-4100	Domestic Water Revenue	-960,704.72	-1,583,114.00	-107,211.85	-728,289.36
01-01-4105	Irrigation Water Revenue	-53,982.59	-116,796.00	-8,656.17	-108,049.84
01-01-4106	Utica Conveyance Fees	0.00	-370,000.00	-30,871.80	-185,176.80
01-01-4107	Utica Irrigation Water Sales	0.00	-163.00	0.00	-157.22
01-01-4120	Hydrant Meter Revenue	-1,256.40	-2,000.00	0.00	-689.00
01-01-4160	Penalties	-10,720.00	-10,000.00	-1,110.00	-5,280.00
01-01-4180	Other - Water Related	-3,400.97	-7,000.00	-199.63	-2,658.93
01-01-4189	Meter Reset Fees	0.00	-1,000.00	0.00	-1,000.00
01-01-4190	Meter Connection Fees	-70,000.00	-70,000.00	0.00	-28,000.00
01-01-4195	Non-Operating Income	0.00	-1,500.00	0.00	0.00
01-01-4200	Interest Earned	-8,752.55	-70,000.00	-1,908.92	-54,435.70
01-01-4300	County Taxes	0.05	-165,000.00	0.00	-8,055.86
01-01-4420	Insurance Refund	0.00	0.00	0.00	-337.06
01-01-4440	Garage Rental Revenue	-300.00	-1,200.00	0.00	-560.00
01-01-4441	NCPA Facilities Use Agreement	-2,500.00	-2,500.00	0.00	-2,500.00
01-01-4460	Grant Income	-38,500.00	-1,650,000.00	0.00	0.00
01	Water Fund	-1,150,117.18	-4,050,273.00	-149,958.37	-1,125,189.77
Revenue Total		<u>-1,150,117.18</u>	<u>-4,050,273.00</u>	<u>-149,958.37</u>	<u>-1,125,189.77</u>

General Ledger

YTD Budget to Actuals

November 2023



Period 01 - 05
Fiscal Year 2024

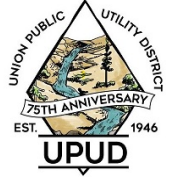
Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-01-4100	Domestic Water Revenue	823,723.14	659,630.83	109,990.36	621,077.51	38,553.32	-5.84
01-01-4105	Irrigation Water Revenue	47,014.59	48,665.00	10,626.64	99,393.67	-50,728.67	104.24
01-01-4106	Utica Conveyance Fees	0.00	154,166.67	30,870.00	154,305.00	-138.33	0.09
01-01-4107	Utica Irrigation Water Sales	0.00	67.92	0.00	157.22	-89.30	131.48
01-01-4120	Hydrant Meter Revenue	1,256.40	833.33	564.00	689.00	144.33	-17.32
01-01-4160	Penalties	7,180.00	4,166.67	1,460.00	4,170.00	-3.33	0.08
01-01-4180	Other - Water Related	2,694.00	2,916.67	208.20	2,459.30	457.37	-15.68
01-01-4189	Meter Reset Fees	0.00	416.67	0.00	1,000.00	-583.33	140.00
01-01-4190	Meter Connection Fees	70,000.00	29,166.67	0.00	28,000.00	1,166.67	-4.00
01-01-4195	Non-Operating Income	0.00	625.00	0.00	0.00	625.00	-100.00
01-01-4200	Interest Earned	0.00	29,166.67	1,840.08	52,526.78	-23,360.11	80.09
01-01-4300	County Taxes	-0.05	68,750.00	0.00	8,055.86	60,694.14	-88.28
01-01-4420	Insurance Refund	0.00	0.00	0.00	337.06	-337.06	0.00
01-01-4440	Garage Rental Revenue	300.00	500.00	0.00	560.00	-60.00	12.00
01-01-4441	NCPA Facilities Use Agreement	2,500.00	1,041.67	2,500.00	2,500.00	-1,458.33	140.00
01-01-4460	Grant Income	0.00	687,500.00	0.00	0.00	687,500.00	-100.00
01-02-6003	Water Purchased	245,000.00	154,166.67	0.00	72,500.00	81,666.67	52.97
01-03-6100	Labor	31,409.38	35,106.67	6,356.89	35,350.85	-244.18	-0.70
01-03-6102	Vacation Pay	5,484.37	0.00	308.40	1,272.16	-1,272.16	0.00
01-03-6103	Overtime	1,671.28	1,875.00	1,512.90	8,582.48	-6,707.48	-357.73
01-03-6104	On Call Pay	7,500.00	4,372.50	809.97	4,472.47	-99.97	-2.29
01-03-6105	WT Cert Bonus	0.00	625.00	0.00	500.00	125.00	20.00
01-03-6107	Temp Labor	0.00	4,166.67	0.00	0.00	4,166.67	100.00
01-03-6110	FICA 7.65%	3,552.54	3,562.50	687.66	3,838.63	-276.13	-7.75
01-03-6200	Repairs & Maintenance	0.00	2,083.33	0.00	0.00	2,083.33	100.00
01-03-6201	Equipment Repairs	0.00	3,125.00	0.00	0.00	3,125.00	100.00
01-03-6202	Supplies	61,134.51	31,250.00	0.00	44,735.78	-13,485.78	-43.15
01-03-6204	Utilities	11,844.14	17,916.67	1,915.72	10,666.57	7,250.10	40.47
01-03-6205	Capital Exp Equip Pur)\$1K	600.00	716,666.67	0.00	2,583.73	714,082.94	99.64
01-03-6207	Permits & Fees	0.00	12,500.00	0.00	0.00	12,500.00	100.00
01-03-6208	Equipment Rental	0.00	1,041.67	0.00	0.00	1,041.67	100.00
01-03-6209	Uniforms	0.00	208.33	0.00	76.22	132.11	63.41
01-03-6212	Water Analysis	6,542.00	9,166.67	1,581.00	7,463.00	1,703.67	18.59
01-03-6214	Other	0.00	208.33	0.00	0.00	208.33	100.00
01-03-6215	Equipment Purchase to \$999	3,329.35	2,083.33	0.00	4,826.26	-2,742.93	-131.66

Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-03-6216	Education & Training	60.00	625.00	90.00	150.00	475.00	76.00
01-03-6220	CV Autogate Expense	451.27	625.00	28.76	164.87	460.13	73.62
01-03-6300	Health Insurance	18,793.04	15,416.67	337.00	17,863.90	-2,447.23	-15.87
01-03-6301	Worker's Compensation	698.04	1,041.67	0.00	996.91	44.76	4.30
01-03-6400	CalPERS PR Expense	10,779.97	8,333.33	1,137.28	12,081.17	-3,747.84	-44.97
01-03-6450	Travel & Mileage	0.00	208.33	0.00	93.01	115.32	55.35
01-03-6500	Telephone	1,522.03	1,458.33	195.00	609.81	848.52	58.18
01-03-6801	Professional Svc-Engineer	0.00	4,166.67	0.00	647.50	3,519.17	84.46
01-03-6804	Professional Svc-Other	7,637.43	3,958.33	107.77	8,099.11	-4,140.78	-104.61
01-04-6100	Labor	90,137.10	105,321.25	17,108.36	104,151.32	1,169.93	1.11
01-04-6101	Sick Pay	1,783.56	0.00	891.36	1,819.48	-1,819.48	0.00
01-04-6102	Vacation Pay	10,050.71	0.00	2,674.08	6,870.58	-6,870.58	0.00
01-04-6103	Overtime	2,059.44	3,541.67	154.35	814.59	2,727.08	77.00
01-04-6104	On Call Pay	4,620.00	4,372.50	812.50	4,475.00	-102.50	-2.34
01-04-6105	TD Cert Bonus	0.00	416.67	0.00	500.00	-83.33	-20.00
01-04-6107	Temp Labor	0.00	12,500.00	0.00	0.00	12,500.00	100.00
01-04-6110	FICA	8,311.83	10,000.00	1,655.46	9,075.32	924.68	9.25
01-04-6200	Repairs & Maintenance	0.00	2,083.33	0.00	0.00	2,083.33	100.00
01-04-6201	Equipment Repairs	2,154.21	3,125.00	0.00	226.85	2,898.15	92.74
01-04-6202	Supplies	7,703.41	12,500.00	870.19	4,528.34	7,971.66	63.77
01-04-6204	Utilities	1,601.07	2,416.67	269.69	1,400.80	1,015.87	42.04
01-04-6205	Capital ExpEquip Pur) \$1K	5,390.00	145,833.33	0.00	131.25	145,702.08	99.91
01-04-6206	Memberships	4,178.73	1,875.00	0.00	2,066.31	-191.31	-10.20
01-04-6207	Permits & Fees	0.00	208.33	0.00	0.00	208.33	100.00
01-04-6208	Equipment Rental	0.00	1,041.67	0.00	0.00	1,041.67	100.00
01-04-6209	Uniforms	0.00	833.33	0.00	127.07	706.26	84.75
01-04-6211	Gas, Oil & Fuel	10,883.19	10,000.00	0.00	5,643.75	4,356.25	43.56
01-04-6215	Equipment Purchase to \$999	1,002.77	1,250.00	0.00	1,152.18	97.82	7.83
01-04-6216	Education & Training	0.00	2,083.33	0.00	376.00	1,707.33	81.95
01-04-6300	Health Insurance	51,163.77	45,416.67	810.00	48,615.73	-3,199.06	-7.04
01-04-6301	Worker's Compensation	2,792.16	2,916.67	0.00	2,990.68	-74.01	-2.54
01-04-6400	CalPERS PR Expense	25,575.48	23,958.33	3,009.16	28,082.67	-4,124.34	-17.21
01-04-6450	Travel & Mileage	0.00	125.00	0.00	0.00	125.00	100.00
01-04-6500	Telephone	2,409.33	2,291.67	442.74	1,441.96	849.71	37.08
01-04-6801	Professional Svc-Engineer	14,696.39	27,083.33	0.00	35,128.20	-8,044.87	-29.70
01-04-6804	Professional Svc-Other	6,554.32	5,000.00	168.64	1,025.95	3,974.05	79.48
01-06-6100	Labor	111,165.49	141,283.33	25,530.34	135,050.64	6,232.69	4.41
01-06-6101	Sick Pay	3,009.26	0.00	0.00	2,238.39	-2,238.39	0.00
01-06-6102	Vacation Pay	9,669.87	0.00	0.00	325.48	-325.48	0.00
01-06-6103	Overtime	2,181.34	1,987.50	284.87	555.88	1,431.62	72.03
01-06-6110	FICA	9,938.00	11,250.00	2,074.95	10,987.01	262.99	2.34
01-06-6200	Repairs & Maintenance	692.71	2,083.33	0.00	476.71	1,606.62	77.12
01-06-6201	Equipment Repairs	0.00	208.33	0.00	0.00	208.33	100.00
01-06-6202	Supplies	714.91	2,083.33	212.13	574.92	1,508.41	72.40
01-06-6203	Copier Expense	1,906.36	1,541.67	418.69	1,774.88	-233.21	-15.13
01-06-6204	Utilities	1,115.50	1,875.00	253.00	1,332.96	542.04	28.91
01-06-6205	Capital ExpEquip Pur) \$1K	29,547.91	4,166.67	0.00	0.00	4,166.67	100.00
01-06-6206	Memberships	13,923.29	9,166.67	6,500.00	15,069.05	-5,902.38	-64.39

Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-06-6207	Permits & Fees	4.30	83.33	-500.00	74.00	9.33	11.20
01-06-6209	Uniforms	144.43	208.33	0.00	101.61	106.72	51.23
01-06-6210	Postage	3,178.39	3,541.67	761.58	3,141.41	400.26	11.30
01-06-6213	Bank Fees	6,389.98	7,500.00	2,923.81	11,435.89	-3,935.89	-52.48
01-06-6215	Equipment Purchases to \$999	426.80	2,083.33	0.00	1,274.11	809.22	38.84
01-06-6216	Education & Training	4,030.74	2,500.00	0.00	1,250.00	1,250.00	50.00
01-06-6300	Health Insurance	36,694.79	26,666.67	1,687.00	32,028.83	-5,362.16	-20.11
01-06-6301	Worker's Compensation	2,326.76	3,333.33	0.00	2,935.31	398.02	11.94
01-06-6302	General Insurance	19,040.00	10,416.67	0.00	20,200.80	-9,784.13	-93.93
01-06-6400	CalPERS PR Expense	35,373.75	31,250.00	3,020.42	33,106.23	-1,856.23	-5.94
01-06-6450	Travel & Mileage	1,253.18	1,250.00	256.76	3,419.78	-2,169.78	-173.58
01-06-6500	Telephone	1,409.82	1,458.33	627.67	1,674.29	-215.96	-14.81
01-06-6802	Professional Svc-Legal	10,911.65	12,500.00	19,115.45	47,530.00	-35,030.00	-280.24
01-06-6803	Professional Svc-Accounting	700.00	4,333.33	0.00	700.00	3,633.33	83.85
01-06-6804	Professional Svc-Other	33,392.09	7,274.17	751.80	9,960.40	-2,686.23	-36.93
01-06-6805	Professional Svs - IT	7,275.00	10,416.67	1,455.00	8,985.00	1,431.67	13.74
01-06-6806	Professional Svs - Software	0.00	14,583.33	4,834.80	11,744.29	2,839.04	19.47
01-06-6810	Communications	0.00	2,083.33	0.00	169.74	1,913.59	91.85
01-06-6901	Contingencies	0.00	33,333.33	0.00	0.00	33,333.33	100.00
Revenue Total		954,668.08	1,687,613.77	158,059.28	975,231.40	712,382.37	0.4221
Expense Total		1,017,493.14	1,812,613.74	114,143.15	856,336.07	956,277.67	0.5276
Grand Total		-62,825.06	-124,999.97	43,916.13	118,895.33	-243,895.30	-1.9512
01	Water Fund	-62,825.06	-125,000.00	43,916.13	118,895.33	-243,895.33	-195.12
Revenue Total		954,668.08	1,687,613.77	158,059.28	975,231.40	712,382.37	0.4221
Expense Total		1,017,493.14	1,812,613.74	114,143.15	856,336.07	956,277.67	0.5276
Grand Total		-62,825.06	-124,999.97	43,916.13	118,895.33	-243,895.30	-1.9512

General Ledger

YTD Budget to Actuals



December 2023

Period 01 - 06
Fiscal Year 2024

Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-01-4100	Domestic Water Revenue	960,704.72	791,557.00	107,211.85	728,289.36	63,267.64	-7.99
01-01-4105	Irrigation Water Revenue	53,982.59	58,398.00	8,656.17	108,049.84	-49,651.84	85.02
01-01-4106	Utica Conveyance Fees	0.00	185,000.00	30,871.80	185,176.80	-176.80	0.10
01-01-4107	Utica Irrigation Water Sales	0.00	81.50	0.00	157.22	-75.72	92.91
01-01-4120	Hydrant Meter Revenue	1,256.40	1,000.00	0.00	689.00	311.00	-31.10
01-01-4160	Penalties	10,720.00	5,000.00	1,110.00	5,280.00	-280.00	5.60
01-01-4180	Other - Water Related	3,400.97	3,500.00	199.63	2,658.93	841.07	-24.03
01-01-4189	Meter Reset Fees	0.00	500.00	0.00	1,000.00	-500.00	100.00
01-01-4190	Meter Connection Fees	70,000.00	35,000.00	0.00	28,000.00	7,000.00	-20.00
01-01-4195	Non-Operating Income	0.00	750.00	0.00	0.00	750.00	-100.00
01-01-4200	Interest Earned	8,752.55	35,000.00	1,908.92	54,435.70	-19,435.70	55.53
01-01-4300	County Taxes	-0.05	82,500.00	0.00	8,055.86	74,444.14	-90.24
01-01-4420	Insurance Refund	0.00	0.00	0.00	337.06	-337.06	0.00
01-01-4440	Garage Rental Revenue	300.00	600.00	0.00	560.00	40.00	-6.67
01-01-4441	NCPA Facilities Use Agreement	2,500.00	1,250.00	0.00	2,500.00	-1,250.00	100.00
01-01-4460	Grant Income	38,500.00	825,000.00	0.00	0.00	825,000.00	-100.00
01-02-6003	Water Purchased	245,000.00	185,000.00	0.00	72,500.00	112,500.00	60.81
01-03-6100	Labor	37,345.78	42,128.00	6,704.71	42,055.56	72.44	0.17
01-03-6102	Vacation Pay	5,755.97	0.00	236.70	1,508.86	-1,508.86	0.00
01-03-6103	Overtime	2,010.78	2,250.00	932.72	9,515.20	-7,265.20	-322.90
01-03-6104	On Call Pay	8,940.00	5,247.00	825.00	5,297.47	-50.47	-0.96
01-03-6105	WT Cert Bonus	0.00	750.00	0.00	500.00	250.00	33.33
01-03-6107	Temp Labor	0.00	5,000.00	0.00	0.00	5,000.00	100.00
01-03-6110	FICA 7.65%	4,163.60	4,275.00	665.51	4,504.14	-229.14	-5.36
01-03-6200	Repairs & Maintenance	0.00	2,500.00	0.00	0.00	2,500.00	100.00
01-03-6201	Equipment Repairs	0.00	3,750.00	0.00	0.00	3,750.00	100.00
01-03-6202	Supplies	63,662.17	37,500.00	6,175.01	50,910.79	-13,410.79	-35.76
01-03-6204	Utilities	15,113.31	21,500.00	2,917.60	13,584.17	7,915.83	36.82
01-03-6205	Capital Exp Equip Pur)\$1K	39,100.00	860,000.00	22,451.50	25,035.23	834,964.77	97.09
01-03-6207	Permits & Fees	794.00	15,000.00	6,619.88	6,619.88	8,380.12	55.87
01-03-6208	Equipment Rental	0.00	1,250.00	0.00	0.00	1,250.00	100.00
01-03-6209	Uniforms	0.00	250.00	0.00	76.22	173.78	69.51
01-03-6212	Water Analysis	7,304.00	11,000.00	1,491.00	8,954.00	2,046.00	18.60
01-03-6214	Other	0.00	250.00	0.00	0.00	250.00	100.00
01-03-6215	Equipment Purchase to \$999	3,329.35	2,500.00	0.00	4,826.26	-2,326.26	-93.05

Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-03-6216	Education & Training	225.53	750.00	0.00	150.00	600.00	80.00
01-03-6220	CV Autogate Expense	477.57	750.00	30.75	195.62	554.38	73.92
01-03-6300	Health Insurance	19,168.28	18,500.00	6,971.82	24,835.72	-6,335.72	-34.25
01-03-6301	Worker's Compensation	698.04	1,250.00	207.69	1,204.60	45.40	3.63
01-03-6400	CalPERS PR Expense	11,768.87	10,000.00	1,111.75	13,192.92	-3,192.92	-31.93
01-03-6450	Travel & Mileage	0.00	250.00	0.00	93.01	156.99	62.80
01-03-6500	Telephone	1,599.12	1,750.00	148.12	757.93	992.07	56.69
01-03-6801	Professional Svc-Engineer	0.00	5,000.00	0.00	647.50	4,352.50	87.05
01-03-6804	Professional Svc-Other	7,807.65	4,750.00	192.77	8,291.88	-3,541.88	-74.57
01-04-6100	Labor	107,798.38	126,385.50	19,041.21	123,192.53	3,192.97	2.53
01-04-6101	Sick Pay	2,559.72	0.00	1,678.56	3,498.04	-3,498.04	0.00
01-04-6102	Vacation Pay	10,293.27	0.00	4,691.05	11,561.63	-11,561.63	0.00
01-04-6103	Overtime	2,294.23	4,250.00	115.65	930.24	3,319.76	78.11
01-04-6104	On Call Pay	5,460.00	5,247.00	825.00	5,300.00	-53.00	-1.01
01-04-6105	TD Cert Bonus	0.00	500.00	0.00	500.00	0.00	0.00
01-04-6107	Temp Labor	0.00	15,000.00	0.00	0.00	15,000.00	100.00
01-04-6110	FICA	9,823.07	12,000.00	2,015.85	11,091.17	908.83	7.57
01-04-6200	Repairs & Maintenance	0.00	2,500.00	0.00	0.00	2,500.00	100.00
01-04-6201	Equipment Repairs	2,154.21	3,750.00	934.38	1,161.23	2,588.77	69.03
01-04-6202	Supplies	8,164.50	15,000.00	487.23	5,015.57	9,984.43	66.56
01-04-6204	Utilities	1,998.18	2,900.00	597.67	1,998.47	901.53	31.09
01-04-6205	Capital ExpEquip Pur) \$1K	5,390.00	175,000.00	195,372.75	195,504.00	-20,504.00	-11.72
01-04-6206	Memberships	4,178.73	2,250.00	0.00	2,066.31	183.69	8.16
01-04-6207	Permits & Fees	0.00	250.00	0.00	0.00	250.00	100.00
01-04-6208	Equipment Rental	0.00	1,250.00	0.00	0.00	1,250.00	100.00
01-04-6209	Uniforms	0.00	1,000.00	0.00	127.07	872.93	87.29
01-04-6211	Gas, Oil & Fuel	12,408.15	12,000.00	3,688.72	9,332.47	2,667.53	22.23
01-04-6215	Equipment Purchase to \$999	1,002.77	1,500.00	0.00	1,152.18	347.82	23.19
01-04-6216	Education & Training	165.53	2,500.00	0.00	376.00	2,124.00	84.96
01-04-6300	Health Insurance	52,056.49	54,500.00	19,136.97	67,752.70	-13,252.70	-24.32
01-04-6301	Worker's Compensation	2,792.16	3,500.00	581.52	3,572.20	-72.20	-2.06
01-04-6400	CalPERS PR Expense	28,054.90	28,750.00	3,034.69	31,117.36	-2,367.36	-8.23
01-04-6450	Travel & Mileage	0.00	150.00	0.00	0.00	150.00	100.00
01-04-6500	Telephone	2,572.53	2,750.00	342.88	1,784.84	965.16	35.10
01-04-6801	Professional Svc-Engineer	21,092.39	32,500.00	29,507.98	64,636.18	-32,136.18	-98.88
01-04-6804	Professional Svc-Other	11,046.41	6,000.00	253.64	1,279.59	4,720.41	78.67
01-06-6100	Labor	133,245.84	169,540.00	23,568.12	158,618.76	10,921.24	6.44
01-06-6101	Sick Pay	4,073.66	0.00	1,112.40	3,350.79	-3,350.79	0.00
01-06-6102	Vacation Pay	16,448.78	0.00	2,695.02	3,020.50	-3,020.50	0.00
01-06-6103	Overtime	2,181.34	2,385.00	0.00	555.88	1,829.12	76.69
01-06-6110	FICA	12,286.55	13,500.00	2,194.29	13,181.30	318.70	2.36
01-06-6200	Repairs & Maintenance	692.71	2,500.00	220.00	696.71	1,803.29	72.13
01-06-6201	Equipment Repairs	0.00	250.00	0.00	0.00	250.00	100.00
01-06-6202	Supplies	738.66	2,500.00	799.64	1,374.56	1,125.44	45.02
01-06-6203	Copier Expense	2,007.70	1,850.00	625.88	2,400.76	-550.76	-29.77
01-06-6204	Utilities	1,485.39	2,250.00	665.71	1,998.67	251.33	11.17
01-06-6205	Capital ExpEquip Pur) \$1K	41,140.37	5,000.00	0.00	0.00	5,000.00	100.00
01-06-6206	Memberships	14,123.29	11,000.00	0.00	15,069.05	-4,069.05	-36.99

Account Number	Description	Prior Yr Actual	YTD Budget	Period Amt	End Bal	YTD Bgt Var	YTD Bgt % Var
01-06-6207	Permits & Fees	64.30	100.00	0.00	74.00	26.00	26.00
01-06-6209	Uniforms	144.43	250.00	0.00	101.61	148.39	59.36
01-06-6210	Postage	3,185.08	4,250.00	556.02	3,697.43	552.57	13.00
01-06-6213	Bank Fees	8,085.09	9,000.00	2,135.24	13,571.13	-4,571.13	-50.79
01-06-6215	Equipment Purchases to \$999	1,225.48	2,500.00	278.39	1,552.50	947.50	37.90
01-06-6216	Education & Training	4,263.74	3,000.00	-505.05	744.95	2,255.05	75.17
01-06-6300	Health Insurance	38,062.37	32,000.00	11,865.70	43,894.53	-11,894.53	-37.17
01-06-6301	Worker's Compensation	2,326.76	4,000.00	595.37	3,530.68	469.32	11.73
01-06-6302	General Insurance	19,040.00	12,500.00	0.00	20,200.80	-7,700.80	-61.61
01-06-6400	CalPERS PR Expense	39,257.68	37,500.00	3,019.85	36,126.08	1,373.92	3.66
01-06-6450	Travel & Mileage	983.84	1,500.00	3,115.41	6,535.19	-5,035.19	-335.68
01-06-6500	Telephone	1,563.20	1,750.00	223.36	1,897.65	-147.65	-8.44
01-06-6802	Professional Svc-Legal	11,494.65	15,000.00	45,412.82	92,942.82	-77,942.82	-519.62
01-06-6803	Professional Svc-Accounting	9,700.00	5,200.00	0.00	700.00	4,500.00	86.54
01-06-6804	Professional Svc-Other	35,088.91	8,729.00	906.65	10,867.05	-2,138.05	-24.49
01-06-6805	Professional Svs - IT	8,730.00	12,500.00	1,455.00	10,440.00	2,060.00	16.48
01-06-6806	Professional Svs - Software	0.00	17,500.00	1,494.33	13,238.62	4,261.38	24.35
01-06-6810	Communications	0.00	2,500.00	0.00	169.74	2,330.26	93.21
01-06-6901	Contingencies	0.00	40,000.00	0.00	0.00	40,000.00	100.00
Revenue Total		1,150,117.18	2,025,136.50	149,958.37	1,125,189.77	899,946.73	0.4444
Expense Total		1,177,209.46	2,175,136.50	442,422.43	1,298,758.50	876,378.00	0.4029
Grand Total		-27,092.28	-150,000.00	-292,464.06	-173,568.73	23,568.73	0.1571
01	Water Fund	-27,092.28	-150,000.00	-292,464.06	-173,568.73	23,568.73	15.71
Revenue Total		1,150,117.18	2,025,136.50	149,958.37	1,125,189.77	899,946.73	0.4444
Expense Total		1,177,209.46	2,175,136.50	442,422.43	1,298,758.50	876,378.00	0.4029
Grand Total		-27,092.28	-150,000.00	-292,464.06	-173,568.73	23,568.73	0.1571



UPUD legal fees invoiced to date for calendar year 2023 (January - December).

Primary Column	Description	Hours	Total Charge
- TOTAL FEES			\$121,099.15
- Hatfield v. UPUD		199.57	\$73,544.51
+	February	4.3	\$1,397.50
+	April	8.1	\$2,632.50
+	July	5.32	\$1,787.50
+	August	53.35	\$19,908.30
+	September	18.4	\$7,811.28
+	October	25.8	\$10,115.32
+	November	44.7	\$15,784.06
+	December	39.6	\$14,108.05
- Glanville v. UPUD		57.1	\$17,981.05
+	February	1.6	\$520.00
+	March	7.8	\$2,535.00
+	April	3.6	\$1,170.00
+	May	14.2	\$4,615.00
+	July	5.4	\$1,755.00
+	August	2.25	\$731.25
+	September	3.5	\$1,137.50
+	October	7	\$2,315.63
+	November	10.25	\$2,876.67
+	December	1.5	\$325.00
- Hatfield v. UPUD - Water Rate Initiative		80.45	\$29,573.59
+	June	7.7	\$2,502.50
+	July	1.3	\$422.50
+	October	18.4	\$6,684.50
+	November	48.3	\$18,981.45
+	December	4.75	\$982.64

Agenda Item

DATE: January 24, 2024
TO: Jessica Self, General Manager
FROM: Elaine Urruty, Administrative Asst/Board Clerk
SUBJECT: Approval of Credit Adjustment for APN #068-071-024

RECOMMENDED ACTION:

Motion: _____ / _____ Approving a one-time Credit Adjustment to Customer Account Number 006522-000 for APN #068-071-024 (Fieldstone Sub PCL A IN 5 T3R14).

SUMMARY:

Per the District's Water System Ordinance No. 94-1, Chapter 15, Section 15.13 (attached) "A bill may be adjusted allowing for a leak or loss of water only when evidence clearly show that the excessive delivery is due to leaking pipes or fixtures and not wasteful use or consumer's acts, omissions, or negligence. An adjustment may be made only after repairs are made and the District is satisfied that the leak or loss will not again occur." The District currently has a customer, Fieldstone Owner's Association, who are requesting a credit adjustment due to a water leak occurring on their property. This leak has since been repaired.

As per Section 15.13.2, "No more than one adjustment or allowance may be made to the same customer for the same premises in any twelve-month period. Fieldstone Owner's Association has not received an adjustment within the last year. Therefore, staff recommends that the credit adjustment be approved by the Board.

FINANCIAL CONSIDERATIONS:

The credit adjustment for account number 006522-000 will reduce water revenues in the domestic water revenue account #01-01-4100 by the amount of the adjustment: \$201.33.

*Attachments: Ordinance No. 94-1, Chapter 15, Section 15.13 – Adjustment. Leakage or Loss.
Leak Adjustment Calculation*

15.13 Adjustment. Leakage or Loss.

- 15.13.1 A bill may be adjusted allowing for a leak or loss of water only when evidence clearly shows that the excessive delivery is due to leaking pipes or fixtures and not wasteful use or consumer's acts, omissions or negligence.
- 15.13.2 An adjustment may be made only after repairs are made and the District is satisfied that the leak or loss will not again occur. No adjustment or allowance may be made covering more than two consecutive billing periods including the one in which the same was requested. No more than one adjustment or allowance may be made to the same customer for the same premises in any twelve-month period.
- 15.13.3 The District shall determine the amount of excess delivery by calculating the average bill in accordance with its standard method and subtracting that amount from the total water delivered.
- 15.13.4 Adjustments ordinarily will be made on the basis of one-half of the excess delivery but in the case of concealed leaks in underground or unexpected pipes, full excess may be allowed.
- 15.13.5 The quantity of water for which an adjustment is made shall be charged to the customer at the lowest rate applicable to the particular water service connection affected.
- 15.13.6 All other water delivered shall be charged at the regular rates applicable to the customer's account.
- 15.13.7 The District will not be responsible for loss of water due to frost or freezing damage.

15.14 Inspection Frequency. After the District makes an inspection of a customer's premises on account of excessive water bills, or upon the request of the customer, or for other reasons, no further inspections shall be made for a period of six months; however, the Manager may order an inspection at any time if in his opinion conditions warrant it.

UNION PUBLIC UTILITY DISTRICT

LEAK ADJUSTMENT CALCULATION

CUSTOMER NAME:	FIELDSTONE OWNER'S ASSOC.
ACCOUNT #:	006522-000
APN #:	068-071-024
DATE OF LEAK: (Billing Cycle)	Sep-23
BILLED CONSUMPTION:	\$ 491.56
THREE YEAR CONSUMPTION AVG:	\$ 88.90
DIFFERENCE:	\$ 402.66
CREDIT: (50% OF DIFFERENCE)	\$ 201.33

Agenda Item

DATE: January 24, 2024
TO: UPUD Board of Directors
FROM: Jessica Self, General Manager
SUBJECT: Approval of Water Contractor Request for Utica Irrigation Service

RECOMMENDED ACTION:

Motion: _____ / _____ by minute entry to approve Brian Mason's application for irrigation service from Utica Water and Power Authority (Utica)

SUMMARY:

The Agreement for Sale and Delivery of Water between the Utica Water and Power Authority and the Union Public Utility District, adopted in 2022 states that Utica can sell irrigation water in UPUD's service area. However, under section 5.B, all new service requests that Utica receives from customers within UPUD's service area must be submitted to UPUD for review and approval by the Board of Directors before Utica can sell untreated water.

Utica has 21 water contractors that use water directly from the Utica ditch system. Each year, the Utica Board approves water contracts and the amount of water allocated to each contractor. Per Utica's policy, these contractors must request a water contract each year, and that request must be approved by Utica. These water contracts do not guarantee any water. Even if a water contract is offered, Utica has the right to curtail or discontinue contractors' water usage if there is an insufficiency of supply.

Mr. Brian Mason is planning to use the Utica irrigation water to develop a Christmas tree farm, fruit and vegetable garden, and native plants nursery.

Utica staff are confident adding an irrigation contractor for the usage of 10 acre-feet annually will not affect Utica's ability to provide water to Joint Powers Authority members, other contractors, or the environment.

SUMMARY:

Utica will pay UPUD 10% of the acre foot charge collected from each customer within the UPUD service area on an annual basis (per section 5.A of the agreement). Utica anticipates the application for Mr. Mason could result in \$991 in total revenues. Therefore, UPUD is projected to receive \$91 annually.

Attachments:

Utica's Irrigation Request Application for Brian Mason

*Agreement for Sale and Delivery of Water Between the Utica Water and Power Authority and the
Union Public Utility District*



Utica Water and Power Authority Request for Irrigation Water

I request _____ acre feet (AF)* of water per year. **

Describe the purpose of water use: _____

Place of diversion: _____

Physical Address: _____

Property APN: _____

Name: _____

Mailing address (if different from above):

Signature: 

Date: 10/12/23

* 1 acre foot (AF)= 43,560 cubic feet (CF)= 325,851 gallons (gal)

1 cubic foot per second (cfs) = 1.9835 acre feet (AF) per day

1 cubic foot (CF) = 7.48 gallons (gal)

** The normal "on-season" is May 1st through October 15th

Please return the completed form to
admin@uticawater.com or mail to:

Utica Water and Power Authority
P.O. Box 358
Angels Camp, CA 95222

**AGREEMENT FOR SALE AND DELIVERY OF WATER BETWEEN THE
UTICA WATER AND POWER AUTHORITY AND THE UNION PUBLIC UTILITY
DISTRICT**

BACKGROUND

- A. The Utica Water and Power Authority (“UWPA”) is a Joint Powers Authority (JPA) that owns and operates the Utica and Angels hydroelectric projects, conveys untreated water to the Union Public Utility District (“UPUD”) and the City of Angels Camp (City of Angels Camp), and supplies irrigation water directly to consumers within its service area. UPUD is a special district that provides treated water to residential and untreated water to agricultural customers in and around the town of Murphys. UPUD and Angels Camp are the only two JPA member agencies of UWPA.
- B. UWPA historically provided water to UPUD at no cost or a discounted rate for 18 years, between 1996 and 2014. Revenue from Utica’s two hydroelectric powerhouses was used to cover the costs identified in UWPA’s annual budgets, and to pay off the \$2.2 million debt taken out to purchase the projects from Pacific Gas and Electric (PG&E) – the loan was paid off in 2016. Between 2014 and 2022, UWPA has received capital funding contributions from both UPUD and Angels Camp during drought years when hydropower revenues were low.
- C. Due to costly regulatory compliance requirements, capital improvement projects, reserve contributions, increasing operations and maintenance costs, and to ensure a reliable water supply to JPA members, the UWPA Board has increased the rate charged for water supply and delivery. The amount UPUD pays for water is equal to the amount required of the City of Angels per a similar agreement, which is consistent with the member agencies’ co-equal financial obligations to UWPA under the Joint Powers Agreement. This includes delivery of up to 8,470-acre feet per year (AFY) for a lump-sum payment in accordance with this agreement.

TERMS OF WATER SUPPLY AND DELIVERY

- 1. **Parties.** This Agreement is between the Utica Water and Power Authority (“UWPA”) or “Supplier”, and the Union Public Utility District (“UPUD” or “Purchaser”). UWPA and UPUD may be individually referred to as a “Party,” or collectively referred to as the “Parties.”
- 2. **Term.** This Agreement shall continue in effect indefinitely until amended or terminated by mutual consent of the parties hereto.

3. UWPA's Responsibilities

- A. Maintenance and Operation:** UWPA will continue to maintain and operate its water delivery and hydroelectric powerhouses in a responsible manner, subject to changes in consumptive water demands, Federal Energy Regulatory Commission (FERC) license conditions and UWPA Board of Directors budget approval. Nothing in this agreement restricts UWPA from upgrading or expanding its facilities.
- B. Water Supply:** UWPA will supply up to 8,470 acre-feet per year ("AFY") of untreated, non-potable water to UPUD from one of three delivery points, the Cademartori Reservoir, the North Ditch at the Murphys Powerhouse Forebay ("North Ditch"), or the South Ditch at Murphys Powerhouse Afterbay ("South Ditch") during the fiscal year (July 1 thru June 30 annually). Provided, however nothing in this agreement shall require UWPA to supply and deliver water due to major conveyance system failure, "Act of God," natural disaster, or other physical or regulatory event that significantly impairs water delivery.
1. **Cademartori and North Ditch:** UWPA will provide up to a combined total of 4.7 Cubic Feet per Second ("CFS") per day, subject to limitations based on annual water supply allocations, to UPUD at the Cademartori Reservoir or North Ditch delivery points.
 2. **South Ditch:** UWPA will provide up to 7 CFS per day, subject to limitations based on annual water supply allocations, to UPUD at the South Ditch delivery point.
- C. Operating Revenue:** UWPA will deposit all water payments made pursuant this Agreement into its operating revenue account.
- D. Additional Water:** Should UPUD require water in addition to the 8,470-acre feet described in Section 3.B, UWPA will wheel this additional water through the Lower Utica Canal system to UPUD, pending approval by the UWPA Board of Directors and, providing there is sufficient capacity available in the system and it does not interfere with system maintenance or outages.
1. **System Losses:** UPUD acknowledges that approximately 5 percent of the water that enters UWPA's system is undeliverable due to system conveyance losses from its source to delivery and UWPA will not absorb this loss for UPUD's additional water. Accordingly, any water wheeled to UPUD will be less than the

amount of additional water that UPUD obtains by that amount of water lost to delivery system inefficiencies.

2. **Additional Water Rights and Regulatory Compliance:** UWPA is not responsible for any costs associated with obtaining, monitoring, accounting for, or reporting, any additional water rights or points of diversion, or any other costs associated with any additional water that UPUD acquires, including the maintenance and operation of monitoring devices. UWPA will not assume responsibility for any new points of diversion. UWPA only agrees to wheel additional water within the confinements of UWPA's delivery system and the points of diversion existing on the system as of the effective date of this Agreement.

E. **Emergency Water Supply:** UWPA agrees that it will continue, as it has historically, to use the water stored in Hunters Reservoir as an emergency backup supply to UPUD in the event of an outage of upstream facilities.

4. UPUD's Responsibilities

A. **Water Payments and Accounting:** UPUD will pay installments on the first day of each quarter (July 1, October 1, January 1, and April 1) that total in sum the "UPUD Water Sale" amount negotiated and adopted in UWPA's fiscal budget. The Parties acknowledge that this payment is required regardless of the amount of water delivered and that there is no minimum water delivery requirement for payment.

B. Water Conservation Measures

1. **UWPA's water delivery restrictions:** Water deliveries from UWPA are subject to the water available to UWPA by agreement. UWPA's water deliveries are subject to the restrictions contained in "Attachment A" of the 1995 "Amended and Restated Agreement" between the Calaveras County Water District ("CCWD") and the Northern California Power Agency ("NCPA"), which UWPA inherited from CCWD. Attachment A restricts UWPA's water delivery according to the type of water year, as determined by the Department of Water Resources. There are six water years enumerated in Attachment A, as well as monthly variations. Water Year 1 is a normal to wet year and Water Year 6 is the driest year:

- **Water Year 1:** Full allocation = 43-50 CFS
- **Water Year 2:** 10 percent reduction = 38-45 CFS

- **Water Year 3:** 20 percent reduction = 34-40 CFS
- **Water Year 4:** 32 percent reduction = 26-36 CFS
- **Water Year 5:** 42 percent reduction = 24-31 CFS
- **Water Year 6:** 52 percent reduction = 19-26 CFS

2. UPUD's Conservation Measures: UPUD will adopt a rate structure that incentivizes conservation as well as any other conservation strategies that may be required to comply with all applicable state requirements.

C. FERC License Assistance: The Parties agree that UWPA's system, based on existing allocation of water availability, satisfies current local consumptive water needs in addition to providing a source of clean, renewable hydroelectric production. If requested, UPUD agrees to support UWPA's efforts to secure additional water resources in order to meet future local water needs. And, if requested by UWPA, UPUD will support UWPA's relicensing, exemption, de-commissioning, or such other proposal(s) as determined by the UWPA Board of Directors to FERC as making the best comprehensive use of UWPA's water entitlements from the North Fork Stanislaus River watershed.

5. UWPA sale of Irrigation Water in UPUD's Service Area: UWPA sells untreated, non-potable water for irrigation use directly to customers in UPUD's service area where UPUD is unable to provide service to those customers. UWPA may continue to sell untreated, non-potable water for irrigation use directly to customers in UPUD's service area subject to the following conditions:

- A. UWPA will pay a fee of 10% of the acre foot charge collected from each customer within the UPUD service area to UPUD on an annual basis.
- B. UWPA will provide UPUD with a customer list, including the service location and rate charged for the untreated, non-potable water for irrigation use that is sold directly to customers within UPUD's service area, on an annual basis or upon UWPA receiving a request for new service by a customer within UPUD's service area. All new service requests UWPA receives from customers within UPUD's service area will be submitted to UPUD for review and approval by the UPUD Board of Directors before UWPA sells untreated, non-potable water for irrigation use to customers within UPUD's service area.
- C. In the event UPUD is able to serve the irrigation customers within its service area that currently receive service from UWPA, UWPA shall no longer provide direct sale of untreated, non-potable water for irrigation use to those customers upon thirty (30) days written notice from UPUD.

6. **Entire Agreement:** This Agreement constitutes the sole agreement of the Parties with respect to the subject matter. It supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in a writing signed by the Parties. Each Party authorizes its General Manager to sign this agreement on behalf of their respective agency.
7. **No Assignment:** Neither Party may assign this Agreement without the other Party's prior written consent, which may not be unreasonably withheld. A Party entering into contracts with subcontractors is not considered an assignment.
8. **Waiver:** If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either party waives the other's breach of a term, that waiver does not constitute a waiver of a later breach of the term.
9. **Successors and Representatives:** This Agreement binds and inures to the benefit of the Parties and their respective successors and (where permitted) assignees.
10. **Severability:** If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.
11. **Headings:** Headings are for convenience only and do not affect the interpretation of this agreement.
12. **Counterparts:** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute the same instrument.

For Utica Water and Power Authority

Signature:  Joel Metzger (Jul 28, 2022 16:36 PDT) Date: Jul 28, 2022
Joel Metzger, General Manager

For Union Public Utility District

Signature:  Summer Nicotero (Jul 28, 2022 16:32 PDT) Date: Jul 28, 2022
Summer Nicotero, General Manager

ATTEST:

PASSED AND ADOPTED by the Board of Directors of Utica Water and Power Authority, this 26th day of July, 2022, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0



UWPA

Clerk of the Board

PASSED AND ADOPTED by the Board of Directors of Union Public Utility District, this 20th day of July, 2022, by the following vote:

AYES: 4

NOES: 0

ABSENT: 1

ABSTAIN: 0

ELAINE M URRUTY

UPUD

Clerk of the Board

Signature: 

Email: eurruty@upudwater.org

Agenda Item

DATE: January 24, 2024
TO: Jessica Self, General Manager
FROM: Elaine Urruty, Administrative Asst/Board Clerk
SUBJECT: UPUD FY 2022-2023 Audit

RECOMMENDED ACTION:

Motion: _____ / _____ Receive and File the Union Public Utility District Audited Financial Statements for the Fiscal Year Ending June 30, 2023, by the Auditing Firm of Bryant Jolley, CPA.

SUMMARY:

Staff is pleased to present the Independent Auditor's Report and Financial Statements for the Union Public Utility District for the fiscal year ending June 30, 2023, completed by the Bryant Jolley, CPA office. The purpose of the report is to provide the Board of Directors, District staff, ratepayers, bondholders, and other interested parties with useful information concerning the District's operations and financial position. The District is responsible for the accuracy, completeness, and fairness of the data presented in this report.

Ryan Jolley will give a full review of the audit report.

FINANCIAL CONSIDERATIONS:

None.

Attachments: UPUD FY 2022-2023 Draft Audit Report

Agenda Item

DATE: January 24, 2024

TO: UPUD Board of Directors

FROM: Jessica Self, General Manager

SUBJECT: Discussion/Action regarding the Approval of the Mutual Assistance Agreement between Union Public Utility District and City of Angels, as well as Union Public Utility District and Calaveras County Water District.

RECOMMENDED ACTION:

Motion: _____ / _____ to approve the Mutual Assistance Agreement (MAA) between Union Public Utility District (UPUD) and City of Angels(COA).

Motion: _____ / _____ to approve the Mutual Assistance Agreement (MAA) between Union Public Utility District (UPUD) and Calaveras County Water District (CCWD).

SUMMARY:

A MAA's with CCWD and COA will offer several benefits, including:

Improved response time: In the event of an emergency, such as a natural disaster, an MAA will allow both agencies to pool their resources and expertise to respond more quickly and effectively. This can lead to faster and more efficient response times, which can ultimately help minimize damage while continuing to provide quality water services to the community.

Increased resources: By working together, both agencies can access a broader range of resources than we would have individually.

Cost savings: Through sharing resources and potentially avoiding duplication of efforts.

Enhanced collaboration and coordination: Foster greater collaboration and coordination between our agencies, which can lead to better communication and more effective decision-making in emergency situations.

Increased public safety: Ultimately, the goal of a MAA is to improve public safety by ensuring that public agencies can respond quickly and effectively to emergencies. By working together, we can increase our ability to protect the public and minimize the impact of emergencies.

UPUD currently has a MAA with Utica Water and Power Authority. Securing additional MAA's with COA and CCWD will further enhance the valuable partnerships with our neighboring water agencies.

FINANCIAL CONSIDERATIONS:

In the event of an emergency or other need for assistance, the borrowing agency will fully compensate the lending agency for all provided resources of assistance.

Attachments: *COA and UPUD Mutual Assistance Agreement*

 CCWD and UPUD Mutual Assistance Agreement

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE (this “Agreement”) is made and entered into effective as of November 7, 2023, by and between the City of Angels Camp, a public agency (“COA”), and Union Public Utility District, (“UPUD”). COA and UPUD may be referred to individually as a “Party”, or collectively as the “Parties”. There are no further parties to this Agreement.

Recitals

- A. COA and UPUD have determined that due to the geographic proximity of each Party and common shared resources, it is in the Parties' mutual best interests to periodically lend to each other equipment, supplies, and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.
- B. The Parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW THEREFORE, the Parties agree as follows:

1. Requests for Assistance. In the event that either Party to this Agreement (the “Borrower”) has a need for the equipment, supplies, personnel, or other resources of the other Party hereto (the “Lender”) for purposes of undertaking a necessary public project or activity, the Borrower may request the Lender provide such resources. Any such request shall be submitted as follows:

If to COA: City of Angels Camp
 200 Monte Verda, Suite B, Angels Camp
 Phone: (209) 736-2185
 Attention: Rebecca Callen

If to UPUD: Union Public Utility District
 339 Main Street, Murphys
 Phone: (209) 728-3651
 Attention: Jessica Self

1. Discretion by Lender. The assistance to be rendered pursuant to this Agreement is to be supplementary in nature and the extent of the aid to be furnished is subject to the exercise of discretion on the part of the Lender in order that protection of lives and property within the jurisdictional limits of the Lender shall not be impaired. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

2. Equipment. If the Lender loans equipment to the Borrower, such as construction equipment, vehicles, tools, pumps, or generators, such loaned equipment shall be subject to the following conditions:
 - a. If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
 - b. The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
 - c. The Borrower shall, at its own expense, supply all fuel, lubrication, and maintenance for the equipment. The Lender may, at its option, charge the Borrower for costs related to the transportation, handling, loading, and unloading of the equipment.
 - d. Reimbursement for vehicles and equipment will be calculated at the hourly rates for such vehicles and equipment, or the closest mutually agreed upon equivalent, in the Caltrans Labor Surcharge and Equipment Rental Rate Book.
 - e. In the event loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the cost of replacing the equipment with

comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs.

3. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.
4. Personnel. In the event the Lender makes its personnel available to the Borrower, the Borrower will reimburse the Lender for such personnel's applicable salary or hourly wage plus benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will be under the supervision and control of the Lender. The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the Lenders' personnel while on loan to the Borrower.
5. Payment of Reimbursement. Lender shall be responsible for calculating reimbursement due under this Agreement and providing a written request for reimbursement to the Borrower. The Borrower shall pay the written request for reimbursement within 60 days.
6. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one Party to the other.
7. Indemnity. Nothing in this Agreement is intended to affect the legal liability of any Party by imposing any standard of care different from the standard of care imposed by law. To the extent permitted by law, Borrower shall defend, indemnify and hold harmless Lender, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed

by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

To the extent permitted by law, Lender shall defend, indemnify and hold harmless Borrower, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

8. Insurance. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors, officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability Policy with respect to their operation (as broad as ISO Form# CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form# CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to, the broader coverage

and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and acknowledges that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

9. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.
11. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.
12. Entire Agreement/ Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed supplemented, or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the Party to be charged.
13. Agreement Not For Benefit of Third Parties. This Agreement shall not be construed as or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Party hereto shall be deemed conclusively to be for the direct protection and benefit of

the inhabitants and property of the jurisdiction which are situated within the respective jurisdictions defined herein.

14. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.
15. Governing Law. The Parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the Parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Calaveras, State of California, United States of America.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
17. Facsimile or Electronic Signatures. In the event executed copies of this Agreement are provided by one Party to the other(s) by facsimile transmission, the original copies shall be sent by the signing Party to the other Party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals. Upon mutual agreement of the Parties, the Agreement may be executed using electronic signatures.
18. Further Assurances. The Parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

- 19. Waiver. Any failure by the Parties to enforce any provision of this Agreement or any waiver thereof by a Party, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions contained herein.

- 20. Severability. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

- 21. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first set forth above.


City of Angels Camp

Union Public Utility District

By: 

 Rebecca Callen, City Administrator

By: -----
 Jessica Self, General Manager

ATTEST:

 By: -----

ATTEST:
 By: -----

MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this "Agreement") is made and entered into effective as of (DATE), by and between Calaveras County Water District, a public agency ("CCWD"), and Union Public Utility District, ("UPUD").

Recitals

- A. CCWD and UPUD have determined that it would be in their mutual best interests to periodically lend to each other equipment, supplies, and personnel, and to otherwise cooperate with and assist each other in the event of an emergency or in other situations where one agency has insufficient resources to undertake a necessary public project or activity.
- B. The parties desire to set forth herein the terms on which they may provide mutual assistance through the sharing of resources.

NOW THEREFORE, the parties agree as follows:

1. Requests for Assistance. In the event that either party to this Agreement (the "Borrower") has a need for the equipment, supplies, personnel, or other resources of the other party hereto (the "Lender") for purposes of undertaking a necessary public project or activity, the Borrower may request the Lender provide such resources. Any such request shall be submitted as follows:

If to CCWD: Calaveras County Water District
 120 Toma Court, San Andreas
 Phone: (209) 754-3543
 Attention: Michael Minkler

If to UPUD: Union Public Utility District
 339 Main Street, Murphys
 Phone: (209) 728-3651
 Attention: Jessica Self

2. Discretion by Lender. The Lender shall have the absolute discretion to approve or decline any request for assistance and shall have no liability to the Borrower for failing to provide such assistance. It is understood and agreed that the Lender will grant a request for assistance only where the Lender has determined that it has the requested resources available and will be able to meet its own needs while rendering assistance. The execution of this Agreement shall not create any duty to grant any assistance requested by the Borrower.

3. Equipment. If the Lender loans equipment to the Borrower, such as construction equipment, vehicles, tools, pumps, or generators, such loaned equipment shall be subject to the following conditions:
 - a. If the Lender so determines, the loaned equipment shall be operated by the Lender's personnel, which personnel will then be provided with the equipment.
 - b. The loaned equipment shall be returned to the Lender within the first to occur of (i) 24 hours after completion of the project for which the equipment was provided, or (ii) 24 hours after the Lender delivers to the Borrower a written request that the equipment be returned.
 - c. The Borrower shall, at its own expense, supply all fuel, lubrication, and maintenance for the equipment. The Lender may, at its option, charge the Borrower for costs related to the transportation, handling, loading, and unloading of the equipment.
 - d. Reimbursement for vehicles and equipment will be calculated at the hourly rates for such vehicles and equipment, or the closest mutually agreed upon equivalent, in the Caltrans Labor Surcharge and Equipment Rental Rate Book.
 - e. In the event loaned equipment is damaged while in the custody or use of the Borrower, the Borrower shall reimburse the Lender for the reasonable cost of repairing such damage. If the equipment cannot be repaired or has been destroyed, the Borrower shall reimburse the Lender for the cost of replacing the equipment with comparable equipment. If the Lender is required to lease replacement equipment while the loaned equipment is being repaired or replaced by the Borrower, the Borrower shall reimburse the Lender for such lease costs.

4. Supplies. The Borrower shall reimburse the Lender in kind or at the actual replacement cost for the use of expendable or non-returnable supplies provided by the Lender. Supplies of reusable items that are returned to the Lender in a clean and undamaged condition will not be charged to the Borrower.
5. Personnel. In the event the Lender makes its personnel available to the Borrower, the Borrower will reimburse the Lender for such personnel's applicable salary or hourly wage plus benefits and insurance, including workers' compensation insurance, while the personnel is providing services to the Borrower. Personnel so loaned to the Borrower will be under the supervision and control of the Lender. The Lender will be responsible for all direct and indirect costs associated with workers' compensation claims arising in connection with work performed by the lenders' personnel while on loan to the Borrower.
6. Payment of Reimbursement. Lender shall be responsible for calculating reimbursement due under this Agreement and providing a written request for reimbursement to the Borrower. The Borrower shall pay the written request for reimbursement within 60 days.
7. Term. This Agreement shall commence as of the effective date set forth above and shall continue until terminated by thirty (30) days written notice by one party to the other.
8. Indemnity. To the extent permitted by law, Borrower shall defend, indemnify and hold harmless Lender, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

To the extent permitted by law, Lender shall defend, indemnify and hold harmless Borrower, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Borrower, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Lender, its directors, officers, employees, and authorized volunteers.

9. Insurance. Each Party shall procure and maintain for the duration of the agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and that results from that work.

Each Party shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000 combined single limit, worker's compensation insurance as required by law and automobile liability insurance for all vehicles to be used in the performance of services under the agreement. Upon request, Each Party shall provide proof of such insurance coverages naming the Other Party its directors, officers, employees, and authorized volunteers as certificate holder and additionally insured on the General Liability Policy with respect to their operation (as broad as ISO Form# CG 20 10 10 01). For any claims related to this project, the insurance coverage shall be primary (at least as broad as ISO Form# CG 20 01 04 13). Regarding the workers' compensation insurance, Each Party hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Other Party; this provision applies regardless of whether or not the Other Party has received a waiver of subrogation from the insurer.

If broader coverage and/or higher limits than the minimums shown above, the Other Party requires and shall be entitled to, the broader coverage and/or higher limits maintained by Each Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Each Party. Each Party understands and

acknowledges that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

10. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
12. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.
13. Entire Agreement/ Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed supplemented, or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
14. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to

paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

15. Governing Law. The parties hereto expressly agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Calaveras, State of California, United States of America.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be
17. an original, but all of which together shall constitute one and the same instrument.
18. Facsimile or Electronic Signatures. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile transmission, the original copies shall be sent by the signing party to the other party(ies) as soon as reasonably feasible, and pending the receipt thereof, the facsimile copies and the signatures thereon shall for all purposes be treated as originals. Upon mutual agreement of the Parties, the Agreement may be executed using electronic signatures.
19. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.
20. Waiver. Any failure by the Parties to enforce any provision of this Agreement or any waiver thereof by a Party, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions contained herein.
21. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

Calaveras County Water District

Union Public Utility District

By: 
Michael Minkler, General manager

By: _____
Jessica Self, General Manager

ATTEST:

ATTEST:

By: _____

By: _____

Agenda Item

DATE: January 24, 2024
TO: Jessica Self, General Manager
FROM: Jenna Mayo, Administrative Analyst/Board Clerk
SUBJECT: Discussion/Action Revising and Implementing District Policies

RECOMMENDED ACTION:

Motion: _____ / _____ adopting Resolution No. 2024-001 Revising District Policies 2030 - Holiday Schedule, 2040 - Sick Leave Policy, 2020 - Vacation Policy, 4025 – Expenditure Reimbursement Policy, 5010 – Board Meetings and 5020 - Board Meeting Agenda; and

Creating policy 3020 – Public Records Act Policy.

SUMMARY:

UPUD staff are in the process of drafting updates to the District’s employee policies. A fully updated and revised Employee Policy Handbook will be brought before the Board for consideration. Accordingly, staff prioritized specific sections and recommend Board approval now.

In addition, UPUD staff are working towards obtaining a Transparency Certificate through the California Special District’s Association (CSDA). This certificate requires specific policies to be adopted and posted on our website, including the policies set forth.

Following are the policies that are currently before the Board for updates:

<u>Policy Name</u>	<u>Number</u>
Holiday Schedule	2030
Sick Leave	2040
Vacation Pay	2020
Expenditure Reimbursement	4025
Board Meetings	5010
Board Meeting Agenda	5020

Following are the new policies that are currently before the Board for implementation:

<u>Policy Name</u>	<u>Number</u>
Public Records Act	3020

FINANCIAL CONSIDERATIONS:

None at this time. All proposed updates have been budgeted for during this current fiscal year (FY24).

Attachments:

- *Resolution No. 2024-001 Adopting Updates to UPUD District Policies*
- *Current Policies*
- *Proposed Policies*

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Holidays
POLICY NUMBER: 2030
DATE ADOPTED: August 15, 2007; Rev 11-20-2019

2030.1 This policy shall apply to all full-time employees & part-time employees working 20 hours per week or more. Part-time employees working less than 20 hours per week and temporary employees are not eligible for holiday pay.

2030.2 The following days shall be recognized and observed as paid holidays:

- New Years Day;
- Martin Luther King, Jr.'s Birthday;
- President's Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veteran's Day;
- Thanksgiving Day;
- Day after Thanksgiving Day;
- Christmas Eve;
- Christmas Day

2030.3 All regular work shall be suspended and employees shall receive one-day's pay based on employee's regular daily work schedule (i.e., 40 hours per week = 8 hours, 30 hours per week = 6 hours, 20 hours per week = 4 hours, etc.) for each of the holidays listed above. An employee is eligible for any paid holiday if he/she works the day before and the day after said holiday. Eligibility is also granted if the employee was on vacation or had notified their immediate supervisor and received permission to be absent from work on that specific day or days.

2030.4 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as the holiday.

2030.5 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

2030.6 If any non-exempt employee works on any of the holidays listed above, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1½) his/her regular rate of pay, or as otherwise specified under Policy #2010, "Hours of Work and Overtime."

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
DATE ADOPTED: January 16, 2008; Revised 11-20-2019

2040.1 All full-time, permanent employees of the District shall be entitled to 1 day or eight (8) hours of sick leave with pay for each month worked. Part-time employees will be eligible for 1 day of sick leave with pay for each month worked based on their daily work schedule (i.e., 40 hours = 8 hours per day, 30 hours = 6 hrs per day, 20 hours = 4 hours per day, etc.). Part time employees working less than 20 hours per week and temporary employees are eligible for the prorated equivalent of 3 days per year sick leave, if they work at least a 90-day employment period during the year.

2040.2 Full-time employees will be allowed to accumulate up to four hundred (400) hours of sick leave. Part-time employees will be allowed to accumulate up to two hundred (200) hours of sick leave. Payout of any excess accruals over the maximum amount will be paid to the employee on a bi-weekly basis (See #2040.8).

2040.3 Sick leave with pay shall be granted for an illness or in the event of an illness of a spouse or member of the employee's immediate family. Sick Relative time may be used up to a maximum of one half (1/2) of the sick time accrued in one calendar year.

2040.4 For purposes of defining "immediate family", shall mean mother, father, husband, wife, son, daughter, grandson, granddaughter, brother, sister, mother-in-law, father-in-law, or the employee, or any relative living in the immediate household of the employee.

2040.4.1 The manager may require evidence in the form of a physician's certificate verifying the reason for the employee's absence during the time when such sick leave was requested.

2040.5 The provisions of the sick leave plan shall apply to both on and off the job injuries and illnesses. Employees may use sick leave for medical, dental and eye care appointments.

2040.6 In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular workday, or as soon thereafter as practical.

2040.7 If absence from duty by reason of illness occurs, satisfactory evidence may be required by the immediate supervisor.

2040.8 Upon retirement, unused sick leave may be used towards CalPERS service credit, as per the District's contract with CalPERS. Sick leave in excess of the maximum in the accrual banks (400 hours) will be paid out to the employee on the regular bi-weekly paycheck at one half (1/2) their regular rate of pay. Termination for cause shall result in the loss of accrued sick leave.

2040.9 Upon separation from the District, other than retirement, the employee will forfeit any accrued and unused sick leave.

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Vacations

POLICY NUMBER: 2020

DATE ADOPTED: January 16, 2008; Revised 11-20-2019

2020.1 A full-time, permanent employee will accrue 6.66 hours of vacation time per month through their second (2nd) year of employment; however, they will not be eligible to use any of the accrued time until their probationary period (6 months) has been successfully completed. This rate of accrual equals 80 hours (2 weeks) per year. Years of service credit commences with the first day of the probationary period.

2020.2 A full-time, permanent employee will accrue 10 hours of vacation time per month beginning on their third (3rd) year anniversary through their seventh (7th) year of employment. This rate of accrual equals 120 hours (3 weeks) per year.

2020.3 A full-time, permanent employee will accrue 13.33 hours of vacation time per month beginning on their eighth (8th) year anniversary through their nineteenth (19th) year of employment. This rate of accrual equals 160 hours (4 weeks) per year.

2020.4 A full-time, permanent employee will accrue 13.33 hours of vacation time per month beginning on their twentieth (20th) year anniversary through their twenty fourth (24th) year. This rate of accrual equals 160 hours (4 weeks) per year.

2020.5 A full-time, permanent employee will accrue 16.67 hours of vacation time per month beginning on their twenty fifth (25th) year anniversary and above. This rate of accrual equals 200 hours (5 weeks) per year.

2020.6 In the event a holiday falls during an employee's vacation the employee shall receive an additional day off at the employee's regular rate of pay.

2020.7 Vacation time may be taken after successful completion of the six month probationary period provided ample notice is given to the Manager and that vacation time does not conflict or interfere with normal or emergency work schedules. When two or more vacations are in conflict, preference shall be determined by seniority.

2020.8 In the event an employee is terminated, resigns with notice or for other reasons leaves the employment of the District, the employee shall be entitled to receive payment for vacation accrued and not taken.

2020.9 No employee shall receive any payment in lieu of vacation while in the employment of the District, without the approval of the Board of Directors. Such requests must be in writing to the Board of Directors and will be considered on an individual basis.

2020.10 Vacation accrual of more than four hundred (400) hours will not be allowed. Payout of any excess accruals over the maximum amount allowed will be paid to the employee on a bi-weekly basis.

2020.11 Part time employees are eligible for vacation pay at a proportionate rate to the employee's scheduled weekly work hours (i.e., 20 hours = 50% of FT 40 hours & Vacation to 2nd year = 3.33 hours per month or 40 hours per year). Temporary employees are not eligible for sick pay, vacation pay, paid holidays or compensatory time.

*Continuous service means employment with the District without any break or interruption. Resignation, dismissal, leave of absence without pay, or any lay-off for lack of work, lack of funds, or abolishment of a position shall be construed as a break in service.

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Expenditure Reimbursement
POLICY NUMBER: 4025
DATE ADOPTED: April 15, 2009

4025.1 Purpose. The purpose of this policy is to prescribe the manner in which District employees and directors may be reimbursed for expenditures related to District business.

4025.2 Scope. This policy applies to all employees and members of the Board of Directors and is intended to result in no personal gain or loss to an employee or director.

4025.3 Implementation. Whenever District employees or directors desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their requests on a reimbursement form. Included on the reimbursement form will be an explanation of the District-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

4025.4.1 The District Manager or Office Manager will review and approve reimbursement requests. Reimbursement requests by the District Manager or Office Manager will be reviewed and approved by the President of the Board.

4025.4.2 All expenses must be reasonable and necessary, and employees and directors are encouraged to exercise prudence in all expenditures.

4025.4.3 The most economical mode and class of transportation reasonably consistent with scheduling requirements will be used. In the event a more expensive class of transportation is used, the reimbursable amount will be limited to the cost of the most economical class of transportation available. Reimbursement for use of personal vehicles will be at the applicable IRS-approved rate.

4025.4.4 Expenditures lodging will be moderate and reasonable.

4025.4.5 Expenditures for food will be reimbursed as follows or total daily meal expense of \$40.00:

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Board Meetings
POLICY NUMBER: 5010
DATE ADOPTED: May 20, 2009

5010.1 Regular meetings of the Board of Directors shall be held on the third (3rd) Wednesday of each calendar month at 7:00 PM in the UPUD office, 339 main Street, Murphys, CA 95247. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board.

5010.2 Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

5010.2.1 All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting.

5010.2.2 Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable.

5010.2.3 An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

5010.2.4 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

5010.3 Emergency Meetings. In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the 24-hour notice required in 5010.21, above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board.

5010.3.1 Newspapers of general circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one hour prior to the emergency meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the Board, or its designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

5010.3.2 No closed session may be held during an emergency meeting, and all other rules governing special meetings shall be observed with the exception of the 24-hour notice. The minutes of the emergency meeting, a list of persons the Board or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

5010.4 Adjourned Meetings. A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.2.2 above.

5010.5 Annual Organizational Meeting. The Board of Directors shall hold an annual organizational meeting at its regular meeting in December . At this meeting the Board will elect a President, Vice President, Secretary and Treasurer from among its members to serve during the coming calendar year, and will appoint the Office Manager as the Board's Clerk.

5010.6 The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

5010.7 The Chairperson and the Office Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

Union Public Utility District

POLICY HANDBOOK

POLICY TITLE: Board Meeting Agenda
POLICY NUMBER: 5020
DATE ADOPTED: June 17, 2009

5020.1 The Office Manager, with the approval of the Board President, shall prepare an agenda for each regular and special meeting of the Board of Directors in accordance with the Ralph M. Brown Act. The District Manager, any Director, or member of the public may call the Office Manager and request any item to be placed on the agenda no later than 5:00 P.M. on the Thursday prior to the regular meeting date (per Section 5020.4).

5020.2 Any member of the public may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

5020.2.1 The request must be in writing and be submitted to the Office Manager together with supporting documents and information, if any, no later than 5:00 P.M. on the Thursday prior to the regular meeting date;

5020.2.2 The Office Manager, District Manager and/or Board President shall be the judges of whether the public request is or is not a "matter directly related to District business." The public member requesting the agenda item may appeal the decision at the next regular meeting of the Board of Directors. Any Director may request that the item be placed on the agenda of the Board's next regular meeting.

5020.2.3 No matter which is legally a proper subject for consideration by the Board in closed session will be accepted under this policy;

5020.2.4 The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and may limit the time allowed for any one person to speak on the issue at the meeting.

5020.3 This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda which a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting.

5020.4 At least 72 hours prior to the time of all regular meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review at the District office. If the District maintains a website, the agenda shall be posted on the website for public information at the same time. All information made available to the Board of Directors (except confidential information allowed by State law per legal counsel authority) shall be

available for public review prior to the board meeting.

5020.4.1 The agenda for a special meeting shall be posted at least 24 hours before the meeting in the same location.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE APPROVED:	MANUAL	POLICY NO. 2030
APPROVED BY: Board of Directors	POLICY TITLE Holidays	Page 1-2

2030.1 This policy shall apply to all full-time employees. ~~& part-time employees working 20 hours per week or more. Part-time employees working less than 20 hours per week and temporary employees are not eligible for holiday pay.~~ Part-time and temporary employees are not eligible for holiday pay.

2030.2 The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Juneteenth	June 19
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One floating holiday, granted to full-time employees. Employees who do not use the floating holiday time accrued by the end of the year will forfeit the time off.	

2030.3 All regular work shall be suspended, and employees shall receive one day's pay ~~based on employee's regular daily work schedule (i.e., 40 hours per week = 8 hours, 30 hours per week = 6 hours, 20 hours per week = 4 hours, etc.)~~ for each of the holidays listed above. An employee is eligible for any paid holiday if they work the day before and the day after said holiday. Eligibility is also granted if the employee was on vacation or had notified their immediate supervisor and received permission to be absent from work on that specific day or days.

2030.4 Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

2030.5 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

2030.6 If any non-exempt employee works on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half their regular rate of pay, or as otherwise specified under Policy #2010, "Hours of Work and Overtime."

**POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT**

DATE APPROVED:	MANUAL	POLICY NO. 2040
APPROVED BY: Board of Directors	POLICY TITLE Sick Leave	Page 1-2

PURPOSE OF POLICY

It is the policy of Union Public Utility District to establish and maintain a sick leave policy in order to assure that employees are afforded reasonable opportunities to address the medical needs of themselves and their immediate family members without loss of pay.

~~2040.1 All full-time, permanent employees of the District shall be entitled to 1 day or eight (8) hours of sick leave with pay for each month worked. Part-time employees will be eligible for 1 day of sick leave with pay for each month worked based on their daily work schedule (i.e., 40 hours = 8 hours per day, 30 hours = 6 hrs per day, 20 hours = 4 hours per day, etc.) Part-time employees working less than 20 hours per week and temporary employees are eligible for the prorated equivalent of 3 days per year sick leave, if they work at least a 90-day employment period during the year~~

2040.1 To minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, the District provides regular employees with sick leave.

~~2040.2 Part-time employees will be allowed to accumulate up to two hundred (200) hours of sick leave.~~

2040.2 All full-time employees of the District shall be entitled to eight (8) hours of sick leave with pay for each month worked.

2040.3 Sick leave is not considered vacation and is to be used only as set forth in Section 2040.7 of this Policy and for leaves of absence as set forth in policies 2045 and 2050 (Leaves of Absence). If all accrued sick leave is exhausted due to illness or injury, vacation may be used subject to the approval of the General Manager. An employee with no sick leave or vacation credit will not receive compensation for days not worked due to illness or injury. Abuse is grounds for disciplinary action.

2040.4 The bi-weekly pay record will reflect the current sick leave accumulation for each employee. Sick will continue to accrue with no maximum. When you retire from UPUD you will have the option to roll your remaining sick balance into service credit toward your PERS years of service.

PART-TIME EMPLOYEES

~~2040.5 Part-time regular employees will earn sick leave pro-rated based on the full-time equivalent percentage of his or her position, unless otherwise required by applicable law.~~

2040.5 Pursuant to California's Paid Sick Leave law, effective January 1, 2024, Union Public Utility District will provide part-time and temporary employees with 5 days or 40 hours of paid sick leave per year of employment.

**POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT**

REQUIRED EVIDENCE

2040.6 When allowed by applicable law, the District reserves the right to require a satisfactory statement of a licensed medical practitioner whenever an employee misses work due to an illness, injury, or disability. The employee may be asked to provide a licensed medical practitioner's statement that verifies the beginning and ending dates of an illness, injury or disability, and/or the employee's ability to return to work without endangering his or her own safety or the safety of others. When requested, such verifications and releases may be a condition to receiving sick leave benefits or returning to work. Sick leave benefits are contingent upon maintenance of regular contact. Employees are expected to inform his or her supervisor and/or department manager of his or her absence prior to the start of the workday or within the first 15 minutes of the start of the shift (except in emergency situations), inform them of his or her estimated date of return to work and to maintain this communication. Employees who know he or she will be absent for more than five (5) consecutive working days, may need to apply for a leave of absence (see policy #2045, Family and Medical Leave) situations where a pattern of questionable sick leave has been established and determines it is warranted.

PERMISSIBLE SICK LEAVE USES

2040.7 Employees may utilize sick leave for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. "Family member" is defined to include:

Any relation by blood, marriage, or adoption, who is a member of the employee's household, residing under the same roof, and any spouse or registered domestic partner, child, step-child, child of a domestic partner, grandchild, parent, step-parent, grandparent, brother, sister, in-laws (son, daughter, father, mother, brother, sister), or legal guardian of the employee, regardless of residence.

2040.8 Employees who are rehired within one year from the date of separation from the District shall have any accrued and unused paid sick days reinstated.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE APPROVED:	MANUAL	POLICY NO. 2020
APPROVED BY: Board of Directors	POLICY TITLE Vacation	Page 1-2

PURPOSE OF POLICY

The District recognizes the need for employees to have time away from work for personal rest and relaxation. It is the policy of the District that employees take vacation every year. Accrued vacation days may be used as single days or multiple days.

2020.1 A full-time, permanent employee will accrue 6.66 hours of vacation time per month, through their second (2nd) year of employment; however, they will not be eligible to use any of the accrued time until their probationary period (6 months) has been successfully completed. This rate of accrual equals 80 hours (2 weeks) per year. Years of service credit commences with the first day of the probationary period.

2020.2 A full-time, permanent employee will accrue 10 hours of vacation time per month beginning on their (3rd) year anniversary through their seventh (7th) year of employment. This rate of accrual equals 120 hours (3 weeks) per year.

2020.3 A full-time, permanent employee will accrue 13.33 hours of vacation time per month beginning on their eighth (8th) year anniversary through their nineteenth (19th) year of employment. This rate of accrual equals 160 hours (4 weeks) per year.

2020.4 A full-time, permanent employee will accrue 16.67 hours of vacation time per month beginning on their twenty fifth (25th) year anniversary and above. This rate of accrual equals 200 hours (5 weeks) per year.

PERMISSIBLE VACATION LEAVE USES

Vacation time may be used for vacation, and personal business, and must be approved by the general manager at least 24 hours in advance. You are expected to receive managerial approval prior to taking any vacation time.

2020.5 In the event a holiday falls during an employee's vacation the employee shall receive an additional day off at the employee's regular rate of pay.

2020.6 Vacation time may be taken after successful completion of the six-month probationary period provided ample notice is given to the Manager and that vacation time does not conflict or interfere with normal emergency work schedules. When two or more vacations are in conflict, preference shall be determined by seniority.

POLICY AND PROCEDURE UNION PUBLIC UTILITY DISTRICT

2020.7 In the event an employee is terminated, resigns with notice or for other reasons leaves the employment of the District, the employee shall be entitled to receive payment for vacation accrued and not taken.

2020.8 No employee shall receive any payment in lieu of vacation while in the employment of the District, without the approval of the Board of Directors. Such requests must be in writing to the Board of Directors and will be considered on an individual basis.

2020.9 Vacation will be capped at 400 hours. Payout of any excess accruals over the maximum amount allowed will be paid to the employee at the end of the calendar year.

~~2020.10 Part time employees are eligible for vacation pay at a proportionate rate to the employee's scheduled weekly work hours (i.e., 20 hours = 50% of FT 40 hours & Vacation to 2nd year = 3.33 hours per month or 40 hours per year). Temporary employees are not eligible for sick pay, vacation pay, paid holidays or compensatory time.~~

~~2020.10 Part time and temporary employees are not eligible for vacation pay, paid holidays or compensatory time.~~

*Continuous service means employment with the District without any break or interruption. Resignation, dismissal, leave of absence without pay, or any lay-off for lack of work, lack of funds, or abolishment of a position shall be construed as a break in service.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE REVISED:	MANUAL	POLICY NO. 4025
APPROVED BY: Board of Directors	POLICY TITLE Expenditure Reimbursement	Page 1

4025.1 Purpose. The purpose of this policy is to prescribe the manner in which District employees and directors may be reimbursed for expenditures related to District business.

4025.2 Scope. This policy applies to all employees and members of the Board of Directors and is intended to result in no personal gain or loss to an employee or director.

4025.3 Implementation. Whenever District employees or directors desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their requests ~~on a~~ through the UPUD reimbursement form. Included on the reimbursement form will be an explanation of the District-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

4025.4.1 The District **General** Manager ~~or Office Manager~~ will review and approve reimbursement requests. ~~Reimbursement requests by the District Manager or Office Manager will be reviewed and approved by the President of the Board.~~

4025.4.2 All expenses must be reasonable and necessary, and employees and directors are encouraged to exercise prudence in all expenditures.

4025.4.3 The most economical mode and class of transportation reasonably consistent with scheduling requirements will be used. In the event a more expensive class of transportation is used, the reimbursable amount will be limited to the cost of the most economical class of transportation available. Reimbursement for use of personal vehicles will be at the applicable IRS-approved rate.

4025.4.4 Expenditures lodging will be moderate and reasonable.

~~**4025.4.5** Expenditures for food will be reimbursed as follows or total daily meal expense of \$40.00:~~

~~Breakfast \$10.00-
Lunch \$10.00-
Dinner \$20.00~~

402.4.5 Per Diem - Reimbursement for per diem will be at the applicable IRS-approved rate. This per diem shall not include the purchase of alcoholic beverages.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE REVISED:	MANUAL	POLICY NO. 5010-5020
APPROVED BY: Board of Directors	POLICY TITLE Board Meetings and Board Meeting Agenda	Page 1-4

I. PURPOSE OF POLICY

The purpose of this policy is to establish guidelines for the conduct of Board Meetings and the preparation of Board Agendas for Union Public Utility District. The efficient and transparent functioning of the Board is essential for the effective governance and management of UPUD.

II. Board Meetings

5010.1 Regular meetings of the Board of Directors shall be held on the ~~third (3rd)~~ **fourth (4th)** Wednesday of each calendar month at ~~7:00~~ **5:30** p.m. in the UPUD office, 339 main Street, Murphys, CA 95247. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board.

5010.2 Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

5010.2.1 All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, received by them at least 24 hours prior to the meeting.

5010.2.2 Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable.

5010.2.3 An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

5010.2.4 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

5010.3 Emergency Meetings. In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the 24-hour notice required in 5010.21,

POLICY AND PROCEDURE

UNION PUBLIC UTILITY DISTRICT

above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board.

Closed session may be held during an Emergency meeting by a unanimous vote of the members present, and all other rules governing Special meetings shall be observed with the exception of the 24-hour notice. The minutes of the Emergency meeting, a list of persons the Board or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

5010.3.1 Newspapers of general circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one hour prior to the emergency meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but the Board, or its designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

5010.3.2 No closed session may be held during an emergency meeting, and all other rules governing special meetings shall be observed with the exception of the 24-hour notice. The minutes of the emergency meeting, a list of persons the Board or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten days in the District office as soon after the meeting as possible.

5010.4 Adjourned Meetings. A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.2.2 above.

5010.5 Annual Organizational Meeting. The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. At this meeting the Board will elect a President, Vice President, Secretary and Treasurer from among its members to serve during the coming calendar year, and will appoint the Office Manager as the Board's Clerk.

5010.6 The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

5010.7 The Chairperson and the Office Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

5010.8 Standing Committee Meetings. The meetings of Standing Committees (comprised of less than a quorum of the Board), are subject to the notice and open meeting provision of the Brown Act.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE APPROVED:	MANUAL	POLICY NO. 3020
APPROVED BY: Board of Directors	POLICY TITLE Public Records Act Policy	Page 1-3

PURPOSE OF POLICY

This Public Records Act Policy is established to ensure compliance with California’s Public Records Act (PRA) and to provide guidelines for the management, retention, and disclosure of public records maintained by Union Public Utility District. Union Public Utility District is committed to transparency and accountability in its operations, and this Policy aims to facilitate the public's right to access public records while safeguarding sensitive information.

CALIFORNIA PUBLIC RECORDS ACT

3020.1 The California Legislature has declared that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this state. The California Public Records Act, Government Code Section 6250 et seq., requires public records to be available to the public upon request. Union Public Utility District has established the following guidelines to ensure that members of the public fully understand and are afforded the opportunity to use their right to inspect and obtain copies of public records.

3020.2 “Public records” include any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by the District, regardless of physical form or characteristics. “Writing” means handwriting, typewriting, printing, photography and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds or symbols or any combination thereof and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents. “Member of the public” means any person, except a member, agent, officer or employee of federal, state, or local agency acting within the scope of his or her membership, agency, office, or employment.

3020.3 Records in Electronic Format - Upon request, the District shall make available any public record in any electronic format in which the District holds the information or in the format requested, if the requested format is one that has been used by the District to create copies for its own use or for provision to other agencies.

POLICY

3020.4 All requests for public records can be made on The District’s **Public Records Act Request**, with a verbal request or with a written request. The District will provide the requested information or an explanation as to why it cannot be disclosed as soon as possible, consistent with the California Public Records Act.

POLICY AND PROCEDURE

UNION PUBLIC UTILITY DISTRICT

3020.5 The District has 10 calendar days in which to respond to the request and a reasonable amount of time to produce the documents.

RECORDS NOT OPEN FOR INSPECTION:

3020.6 The following records are not open for public inspection:

1. Preliminary drafts, notes or interagency or intraagency memoranda which are not retained by the District in the ordinary course of business, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure.
2. Records pertaining to pending litigation to which the District is a party, or to claims made pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, until such litigation or claim has been finally adjudicated or otherwise settled.
3. Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
4. Geological and geophysical data, plant production data, and similar information, relating to utility systems development, or market or crop reports, which are obtained in confidence from any person.
5. Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examination.
6. The contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the District relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained.
7. Records the disclosure of which is exempted or prohibited pursuant to provisions of federal or state law, including, but not limited to, provisions of the Evidence Code relating to privilege.
8. Statements of personal worth or personal financial data required by the District acting in the capacity of a licensing agency and filed by an applicant with the District to establish his personal qualifications for the license, certificate, or permit he seeks.
9. Memoranda, correspondence, and writings submitted to the District or its Board of Directors by District's legal counsel pursuant to the attorney-client privilege.
10. The District is prohibited from allowing public access to "trade secrets." "Trade secrets" as used in this context may include, but is not limited to, any formula, plan, pattern, process, tool mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
11. Records pertaining to a utility customer, except to an agent or authorized family member of the customer in question, governmental or law enforcement agencies when appropriate, or unless disclosure is specifically required by law.
12. Documents related to Vulnerability Assessment.
13. The District also possesses the discretion to claim an exemption in those instances where the public interest served by not making the record public clearly outweighs the public interest served by disclosure.

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

CHALLENGE TO THE DISTRICT'S DETERMINATION NOT TO DISCLOSE RECORDS:

3020.7 Under the California Public Records Act, Government Code Section 6258, any person may seek injunctive or declarative relief in any court of competent jurisdiction to enforce the right to inspect or to receive a copy of any public record.

3020.8 Retention of all District documents is governed by Policy #3090, Records Retention.

Agenda Item

DATE: January 24, 2024

TO: Jessica Self, General Manager

FROM: Jenna Mayo, Administrative Analyst/Board Clerk

SUBJECT: UPUD Financial Assistance Program for Low-Income Domestic Customers, Resolution No. 2024-002

RECOMMENDED ACTION:

Motion: _____ / _____ approving Resolution No. 2024-002, adopting the implementation of a low-income assistance program for Union Public Utility District domestic residential water customers called the Domestic Relief Opportunity Program (DROP).

SUMMARY:

With rising inflation, low-income families within our community are facing financial hardships that make it challenging to cover their utility bills. As we all know, water is an indispensable resource for daily life, and any inability to access it can lead to severe consequences for health, sanitation, and overall well-being. To address this issue, UPUD staff have been researching the possibility of establishing a program designed to assist these vulnerable households.

Why Can't Public Water Agencies Subsidize Certain Customers under Proposition 218?

Under California Proposition 218, public water agencies are restricted from subsidizing certain customers due to legal and regulatory constraints. The law emphasizes the need for uniformity in the imposition of fees and charges. This means that rates for water services should be based on the actual costs of providing those services to each customer class, without discrimination. Subsidies to specific customers could undermine this principle and California law.

What is UPUD already doing to assist low-income customers?

Currently, UPUD customers who are experiencing difficulties paying their bill can enroll in a payment plan administered by the District. In addition, the State is still administering the Low-Income Household Assistance Program (LIHWAP), which provides one-time financial assistance to help Californians struggling to pay their water bills. UPUD customers can apply for assistance through the Amador Tuolumne Calaveras Action Agency (ATCAA). Funding for this program is scheduled to expire soon.

How can a UPUD Customer Assistance Program Be Part of the Solution?

A District-run customer assistance program can provide a solution within Proposition 218. These programs can be designed to assist low-income or financially struggling customers without violating the uniformity principle. Subsidies can be provided to specific groups or individuals based on income criteria, and this can be structured as a means-tested program.

By establishing clear eligibility criteria based on income, family size, or other relevant factors, customer assistance programs can ensure that subsidies go to those who genuinely need help. This allows for a targeted approach that doesn't disrupt the uniformity of rates.

What Funds Would be Used for an Assistance Program?

The District can legally use non-operational revenue such as property taxes to support an assistance program. In addition, fellow customers and community members can choose to contribute through donations.

UPUD's Domestic Relief Opportunity Program (DROP):

District staff recommends the implementation of the DROP program to begin July 1, 2024. This program would be funded through a combination of UPUD property tax revenue and community contributions. After review of neighboring water agency assistance programs, staff recommend the following:

- Annual program budget not-to-exceed \$5,000, utilizing non-operational revenue.
- Allow for additional funding through community donations.
- A monthly credit amount is provided to qualifying customers.
- The maximum number of customers enrolled in the program will not exceed the budget.
- Create a program application for customers and begin outreach immediately so that the program is ready to launch on July 1, 2024.

FINANCIAL CONSIDERATIONS:

If approved for July 1, 2024 implementation, the board must incorporate the DROP assistance program into the FY25 budget. Staff recommends budgeting \$5000 of non-operating revenue for FY25.

Attachments:

- *RESOLUTION NO. 2024-002 Adopting the Union Public Utility District's Domestic Relief Opportunity Program (DROP) for Domestic Residential Customer Financial Assistance.*
- *DROP Policy - 6010*
- *Draft DROP Application*

**RESOLUTION NO. 2024-002
UNION PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS**

**Union Public Utility District's Domestic Relief Opportunity Program (DROP) for
Domestic Residential Customer Financial Assistance.**

WHEREAS, The Union Public Utility District recognizes the importance of providing exceptional customer service to all its consumers, understanding that some customers may face financial challenges that hinder their ability to meet their water service obligations;

WHEREAS, The Union Public Utility District is committed to fostering a positive and supportive relationship with its customers, acknowledging that unforeseen circumstances may arise, making it necessary to establish the Domestic Relief Opportunity Program to address the needs of those facing financial difficulties;

WHEREAS, The Union Public Utility District believes that funding for this program can be sourced from non-operating funds, and customer donations;

WHEREAS, The Board of Directors wish to adopt the Domestic Relief Opportunity Program Policy (Policy No. 6010).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Union Public Utility District:

1. Establishment of the Domestic Relief Opportunity Program:

The Union Public Utility District hereby establishes the Domestic Relief Opportunity Program designed to assist domestic residential customers facing financial hardships in meeting their water service obligations.

2. Funding Sources:

a. Non-operating funds may be allocated to support the Domestic Relief Program.

b. The Domestic Relief Opportunity Program will be additionally funded through voluntary community contributions.

3. Outreach and Education:

The Union Public Utility District will undertake proactive efforts to inform customers about the existence and benefits of the Domestic Relief Opportunity Program through outreach initiatives, public announcements, and collaboration with community organizations.

4. Periodic Review:

The Board of Directors will periodically review the effectiveness of the Domestic Relief Opportunity Program and adjust as necessary to better meet the evolving needs of the community.

5. Implementation Date:

This resolution will take effect January 24, 2024, and the Domestic Relief Opportunity Program will be implemented on July 1, 2024.

BE IT FURTHER RESOLVED THAT that the Board of Directors directs the General Manager to take all necessary actions to implement the Domestic Relief Opportunity Program.

PASSED, APPROVED, AND ADOPTED this 24th day of January, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Bottomley, President
Union Public Utility District

I hereby certify that the within and foregoing is a full, true, and correct copy of the Resolution which was duly passed and adopted at a regular meeting of the Board of Directors of the Union Public Utility District on the 24th day of January 2024.

Jenna Mayo
Clerk to the Board

POLICY AND PROCEDURE
UNION PUBLIC UTILITY DISTRICT

DATE APPROVED:	MANUAL	POLICY NO. 6010
APPROVED BY: Board of Directors	POLICY TITLE Domestic Residential Opportunity Program Policy	Page 1-2

PURPOSE OF POLICY

This policy governs the Domestic Residential Opportunity Program (DROP) for the Union Public Utility District. The DROP will assist a limited number of eligible low-income households with their water utility costs.

POLICY

6060.1 DROP Credit: The DROP credit is set at \$10 per bill (12 bills per year), per qualifying water customer for up to 50 customers per fiscal year. The District will maintain a waitlist to accommodate additional customers if the District receives additional community contributions. If there are no waitlist customers or if the program is not filled, the General Manager may increase the credit amount for the enrolled customers. This will allow for all District and community contributions to be dispersed within each program year. UPUD will apply credits to qualifying customers' accounts on a monthly basis. The DROP credit will be applied to the first billing cycle following application approval.

6060.2 Program Year: The program will launch on July 1, 2024. The program will run on each fiscal year, from July 1 through June 30 of the following year. Funds will be distributed to eligible customers on a first-come, first-served basis, until program revenues for the fiscal year are depleted or the maximum number of customers has been reached.

6060.3 Program Funding: The District's contribution of non-rate revenue to the program will not surpass \$6,000 annually. This budget enables UPUD to support 50 customers each year. Moreover, UPUD customers will have the opportunity to contribute a fixed amount to this program, potentially facilitating the inclusion of more customers into DROP. Any unused balance as of June 30 of each program year shall not roll forward to the following fiscal year(s). The UPUD Board of Directors will approve the DROP credit amount and funding source as part of the annual budget process. The District may also receive community donations to fund the DROP. Any community donations received by the District will be accounted for separately from other District funds and used solely for funding the DROP credit.

6060.4 General Eligibility Requirements: When initially applying for the program, the applicant's account must be in good standing with UPUD, meaning the account is not currently locked off.

POLICY AND PROCEDURE

UNION PUBLIC UTILITY DISTRICT

6060.4.1 To apply for DROP, you must meet the following criteria:

1. You have only one water account with UPUD.
2. Your water bill is in your name.
3. You are a full-time resident at the address where the discount will be received.
4. You are not claimed as a dependent on another person's tax return. To stay in the program, participants will be required to reapply for the program annually.
5. Your total combined household gross income does not exceed the program income guidelines.

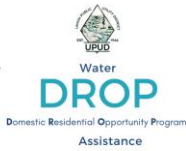
6060.5 Income Verification (Required): The income eligibility level shall be verified and in effect at the beginning of the program year. Applicants must show proof that you are currently enrolled in the PG&E CARE Program, CalWORKs, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children.

6060.6 Participant Eligibility Verification: To maintain eligibility for financial assistance in the upcoming program year, participants in the current program must ensure their UPUD accounts remain in good standing. They are also required to reapply for the program annually between April 1 and May 31. During the reapplication process, participants must submit a new application along with income verification. Participants will retain their position in the program if they reapply within the specified time frame and continue to meet eligibility criteria. However, failure to verify eligibility by May 31 each year, starting in 2025, will result in removal from UPUD's DROP. Any available openings in the program will then be filled on a first-come, first-served basis.

6060.7 Eligibility Status Change: Customers enrolled in the program must inform the UPUD Customer Service Department if they are unenrolled from the program used to verify their income. Failure to report the change may result in permanent removal from the DROP.

6060.8 Disputes: The UPUD General Manager has sole discretion to resolve any disputes or claims that may arise from the administration of this program.

6060.9 Adoption of the Policy: This policy shall be reviewed on an annual basis and the Board must approve modifications, if any. This policy is subject to revision and any other changes as may be determined by the Board from time to time.



UNION PUBLIC UTILITY DISTRICT
 339 MAIN STREET
 MURPHYS, CA 95247-9626
 PHONE (209) 728-3651

Union Public Utility District Water DROP Assistance Application

The UPUD Domestic Residential Opportunity Program (DROP) Assistance provides a \$10 discount on water bills for eligible customers with low incomes.

To apply, an applicant must turn in a completed, signed application, along with income verification (see Section B for income verification requirements). Additionally, if the applicant is a tenant, they must be added to the account by the owner.

Once applicants are approved by UPUD staff, they will be notified in writing and receive the following credits: \$10 per monthly billing period

Section A: Eligibility Criteria (Required)

To apply for DROP, you must meet the following criteria:

1. You have only one water account with UPUD.
2. Your water bill is in your name.
3. You are a full-time resident at the address where the discount will be received.
4. You are not claimed as a dependent on another person's tax return. To stay in the program, participants will be required to reapply for the program annually.
5. Your total combined household gross income does not exceed the program income guidelines. Refer to the table below to see if your household qualifies:

Section B: Income Verification (Required)

Must show proof that you are currently enrolled in the PG&E CARE Program, CalWORKs, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children.

Customer Information

Applicant's Name: _____ Account Number: _____ - _____

Service Address: _____

Mailing Address: _____

Telephone (Home): _____ (Cell): _____

Email Address: _____ Requested by: Owner Tenant



UNION PUBLIC UTILITY DISTRICT
339 MAIN STREET
MURPHYS, CA 95247-9626
PHONE (209) 728-3651

Declaration Signature

By signing below, I certify that:

- I meet all eligibility criteria listed under Section A.
- I have provided income verification, as required in Section B. I agree to notify UPUD immediately of any change in my household that affects eligibility for the discount. If I fail to provide the information requested or receive the discount when my household was not eligible, I will be removed from the program and may be liable for repayment of the discount from the time that the discount was received.
- I declare that the information provided in this application is true and complete to the best of my knowledge. I understand that providing false information may disqualify me from the Domestic Residential Opportunity Program.

Signature of applicant: _____ Date: _____

Mail or drop-off completed application to:
Union Public Utility District
339 MAIN ST, MURPHYS CA 95247

FOR DISTRICT USE:

Date received: _____ Approved Placed on waitlist Denied

Denial reason: _____

Agenda Item

DATE: January 24, 2024

TO: UPUD Board of Directors

FROM: Jessica Self, General Manager

SUBJECT: Presentation and Overview of the “Trout in the Classroom” Educational Program for Michelson Elementary Students.

RECOMMENDED ACTION:

Presentation and overview of the Trout in the Classroom program led by UPUD and other volunteers.

SUMMARY:

UPUD is partnering with other volunteers to implement the “Trout in the Classroom” education program. The presentation will include the following:

- An overview of the program
- Tentative Schedule
- Benefits to the District and community

Agenda Item

DATE: January 24, 2024

TO: UPUD Board of Directors

FROM: Jessica Self, General Manager

SUBJECT: Assignments to District Committees, Board Positions, and Representatives for Utica Water and Power Authority Board for 2024

RECOMMENDED ACTION:

The Board President will appoint and publicly announce the members of standing committees, and Union Public Utility District Board roles for the ensuing year. The President may also create or eliminate any committee in their discretion at this time. The Board will elect members to serve on the Utica Water and Power Authority (Utica) Board.

SUMMARY:

The Board President is given the discretion and responsibility to make appointments to standing and ad hoc committees of the Board of the ensuing year and to create or eliminate such committees as deemed necessary or advisable.

Board Committees

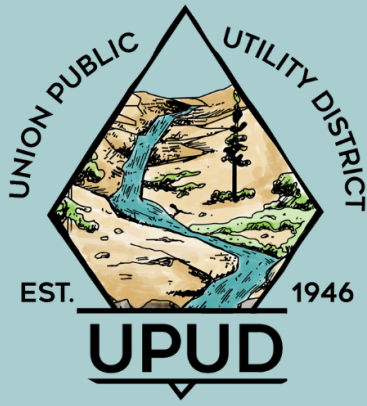
President Bottomley appoints members of the Board to serve on committees of the Board as well as other local/regional organizations and associations (if applicable). The only current committee is Finance.

Board Positions

The District Board of Directors can choose to change appointments for the following positions: President, Vice President, Treasurer and Secretary. If the Board determines potential changes to positions, it must be determined by election from the full Board.

Utica Board

The Board must also elect two (2) directors to serve on the Utica Board and one (1) alternate. This is determined by election from the full Board.



UNION PUBLIC UTILITY DISTRICT

Board, Committee & Organization Appointments

BOARD OF DIRECTORS

Eric Bottomley, President
Ralph (Rocky) Chick, Director
Tom Quincy, Secretary
Greg Rasmussen, Vice President
Bruce Tallakson, Treasurer

UPUD COMMITTEES

Finance Committee

Tom Quincy
Bruce Tallakson

AUDITOR

Bryant Jolly, CPA

JOINT POWER AUTHORITIES

Utica Water & Power Authority

Ralph Chick, Vice President
Greg Rasmussen

LEGAL COUNSEL

Andrew Ramos, BKS
Lutfi Kharuf, BBK

FINANCIAL SERVICES

El Dorado Savings Bank
US Bank

OTHER REGIONAL ORGANIZATIONS TO NOTE

Tuolumne-Stanislaus Integrated Regional Water Management JPA Watershed Committee (WAC): Jessica Self (Alt: Jenna Mayo & Troy Mumm)

Mountain Counties Water Resources Association (MCWRA): All Board Directors

ACWA Region 3 Board: Jessica Self