

## REGULAR BOARD MEETING AGENDA

5:30 PM Wednesday March 15, 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:**

**To join the video meeting, click this [link](#):**

*Meeting ID: 542 628 9577*

*Passcode: 2ux9yC*

**To join by phone (audio only)**

**+1 669-900-9128; +1 346-24-7799 or +1 253-215-8782.**

*Meeting ID: 542 628 9577*

*Passcode: 754521*

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

**1. CALL TO ORDER & THE PLEDGE OF ALLEGIANCE**

**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 : February 15, 2022 – Regular Meeting
- b. Expenditures- February 2023
- c. Fund Balance Report – February 2023
- d. Balance Sheet & Income Statement – February 2023
- e. YTD Budget to Actuals – February 2023

**5. OLD BUSINESS: NONE**

**6. NEW BUSINESS:**

- a. Discussion/Action regarding District Position on Ballot Initiative 21-0042A1 Taxpayer Protection & Government Accountability Act  
(Jessica Self, General Manager) **RES 2023-001**
- b. Discussion/Action regarding District Position on Assembly Bill AB 338, Prevailing Wage for Fuels Management  
(Jessica Self, General Manager)
- c. Discussion/Action regarding Mutual Assistance Agreement between UPUD and UWPA  
(Jessica Self, General Manager)
- d. Discussion/Direction regarding the draft Irrigation Account Review Policy  
(Jessica Self, General Manager)

**7. CLOSED SESSION:**

- a. \*Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) (one case – significant exposure to litigation)

**8. RETURN TO OPEN SESSION**

**9. REPORTS:**

- a. UWPA
- b. LAFCO
- c. GENERAL MANAGER

**10. DIRECTORS COMMENTS**

**11. NEXT BOARD MEETINGS**

- Wednesday, April 19, 2023, at 5:30 PM – Regular Meeting
- Wednesday, May 17, 2023 at 5:30 PM - Regular Meeting

**12. ADJOURNMENT**

**UNION PUBLIC UTILITY DISTRICT  
339 MAIN STREET  
MURPHYS, CA 95247**

**MINUTES OF FEBRUARY 15, 2023 REGULAR MEETING**

The Board of Directors of the Union Public Utility District met in Regular Session at the UPUD Office in Murphys, California, at approximately 5:30 PM.

|                    |   |  |
|--------------------|---|--|
| Directors Present: | ERIC BOTTOMLEY<br>TOM QUINCY<br>GREG RASMUSSEN<br>RALPH CHICK                       | President<br>Secretary<br>Vice President<br>Director   |
| Directors Absent:  | BRUCE TALLAKSON   | Treasurer  |
| Also Present:      | JESSICA SELF<br>ELAINE URRUTY<br>BARBARA BRENNER<br>JOEL METZGER<br>PUBLIC AT LARGE | General Manager<br>Admin Asst/Clerk to Board<br>District Legal Counsel<br>UWPA General Manager |

1. PLEDGE OF ALLEGIANCE. The Pledge was given.
2. APPROVAL OF AGENDA.

|          |  |
|----------|--|
| Motion:  | Director Chick                                   |
| Second:  | Director Rasmussen                               |
| Ayes:    | Directors Bottomley, Quincy, Rasmussen and Chick |
| Nays:    | None   |
| Absent:  | Bruce Tallakson                                  |
| Abstain: | None   |

MINUTE ENTRY. MOTION TO APPROVE THE AGENDA AS PRESENTED.

3. PUBLIC COMMENT. There was no Public Comment.

**CONSENT AGENDA**

4. APPROVAL OF MINUTES:
  - a. September 21, 2022 – Regular Meeting
  - b. January 6, 2023 – Spec Meeting – GM Interviews
  - c. January 18, 2023 – Regular Meeting

5. FINANCIAL REPORTS:

- a. Expenditures – January 2023
- b. Fund Balance Report – January 2023
- c. Balance Sheet & Income Statement – January 2023
- d. YTD Budget to Actuals – January 2023

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

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

**REGULAR AGENDA**

**OLD BUSINESS:**

- 6.a OATHS OF OFFICE – Elaine Urruty, Clerk to the Board, gave the Oath of Office to Director Rasmussen, who was re-elected as Director to the UPUD Board for a four-year term.
- 6.b ELECTION OF OFFICERS - Discussion ensued regarding election of officers. It was the Board’s consensus to keep the Board Officers the same as 2022.

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

MINUTE ENTRY. TO KEEP THE BOARD OFFICERS THE SAME AS 2022 AND APPROVE ELECTION OF OFFICERS FOR THE UPUD BOARD OF DIRECTORS FOR 2023 AS FOLLOWS:

|                  |                 |
|------------------|-----------------|
| PRESIDENT –      | Eric Bottomley  |
| VICE PRESIDENT - | Greg Rasmussen  |
| SECRETARY -      | Tom Quincy      |
| TREASURER -      | Bruce Tallakson |
| DIRECTOR -       | Ralph Chick     |

At this time President Bottomley moved to New Business.

**NEW BUSINESS:**

7.a REQUEST FOR LEAK ADJUSTMENT – HENDRIX - \$7182-000 – 1417 COYOTE DR., MURPHYS – A copy of the leak request and calculations were included in the agenda packet. Rodney Hendrix was introduced & reviewed his leak request with the Board.

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

MINUTE ENTRY. TO APPROVE THE HENDRIX LEAK ADJUSTMENT IN THE AMOUNT OF \$61.43.

At this time President Bottomley returned to Old Business.

**OLD BUSINESS:**

6.c REPORT & APPROVAL OF UPUD FY 2021-2022 AUDIT - Auditor, Ryan Jolley, gave a report to the Board on the UPUD FY 2021-2022 Audit. The Auditor’s Management Report was provided to the Board for their review.

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

MINUTE ENTRY. TO APPROVE THE UPUD FY 2021-2022 AUDIT AS PRESENTED.

6.d REQUEST FROM GSD, LLC TO CONTINUE DISCUSSION ON THE POSSIBILITY OF PURCHASING THE HALF OF THE GARAGE THAT UPUD OWNS AT 39 MAIN STREET, A MURPHYS. A copy of the request from GSC, LLC was included in the agenda packet for review. Sean Connelly and Daniel McCubbins of GSC, LLC were in attendance and reviewed their request to continue discussion and possible negotiation for the purchase of the half of the garage that UPUD owns at the 339 Main Street, Murphys location. Discussion ensued and it was the Board’s consensus to give the General Manager, Jessica Self, time to review the request and costs associated with this request. Jessica said she will schedule a meeting with GSD, LLC to review the request further.

- 6.e IRRIGATION CUSTOMERS REQUESTS TO CHANGE SIZE ON IRRIGATION METERS. This item was continued from the January meeting to develop and approve a process and costs to customers for these requests. Copies of both the Peirano and Saunders's requests were included in the agenda packet for review.
1. Don Peirano - #5595-000 – 7603 Red Hill Road, Angels Camp – Request to Change Meter Size From a 6” to a 4” Meter – Don Peirano (Note: Correction made to account # & address to match UPUD records.)
  2. Jim Saunders - #5386-000 – 3949 Carson St., Vallecito – Request to Change Meter Size from a 3” to a 1½ ” Meter.

President Bottomley noted that these two requests were brought back from the January meeting for further review and action. President Bottomley noted that, as discussed in January & due to the age of the Peirano meter, the Board can lower the Peirano service rate to his requested 4” or 3” meter immediately and then install the meter as soon as the district has one available to install. President Bottomley said that, per discussion with the General Manager, he had been informed that a policy then needs to be developed and approved for any future requests of this type. Lengthy discussion ensued regarding the two requests and it was the Board’s consensus to approve the size change on both requests and change the service rates retroactively to January 1, 2023 to the size requested and the district will change out the meters as soon as they are available. Also, the district will cover labor costs associated with these two meters. General Manager will develop a new policy for any future requests moving forward. Don Peirano verified that, per his engineer, he would like to change to a 3” meter.

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

MINUTE ENTRY. TO APPROVE REQUESTS FOR CHANGE OF METER SIZE ON PEIRANO #5595-000 TO 3” METER AND SAUNDERS #5386-000 TO 1 1/2“ METER WITH SERVICE RATES RETROACTIVE TO JANUARY 1, 2023 AND METERS TO BE CHANGED OUT AS SOON AS METERS ARE AVAILABLE. THE DISTRICT WILL COVER FULL COST OF METERS AND LABOR INVOLVED TO INSTALL THESE METERS.

Director Rasmussen recommended that the district look into a policy to include PRV valves be included on irrigation services at customers cost to help with fluctuation of pressure in the system. Discussion ensued regarding forming an Irrigation ADHOC committee to work on these policies with the General Manager.

- 6.f NOTICE OF DISCONNECTION OF WATER SERVICE – APPROVAL OF NOTICE TO CUSTOMERS. A copy of the proposed notice was included in the agenda packet for review. This item was postponed from the January meeting. The General Manager reviewed the need for the notice to help bring UPUD in compliance with SB998 regulation and to be able to

post the notice on our website and handout to customers. Discussion ensued regarding the notice and forthcoming policies.

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

MINUTE ENTRY. TO APPROVE THE NOTICE OF DISCONNECTION OF WATER SERVICE AS PRESENTED.

At this time President Bottomley moved to Reports.

### REPORTS:

10.a UWPA REPORT. Joel Metzger reported that UWPA had been awarded an \$83,000 Water Smart Grant through the US Bureau of Reclamation. UWPA will be able to use these funds to install remotely automated waste gates and cross gates on the canal system. This will be a huge safety benefit and will help save water in the system. This is a 50% matching grant, and they are hoping that UWPA's portion will be made up through in-kind services. Joel noted that this grant can be requested each year if the scope of work is revised. Joel is hoping to apply for future needs as much as possible. Joel also reported that UWPA had done an overlay today at the spillway leaving the Angels Forebay to repair leaks going towards the Dogtown ditch. Joel said he will be starting work on the UWPA budget soon and he will be meeting with Jessica on Friday to start reviewing items and will be working on budget projections in the next weeks and months to bring back to the Boards.

Next UWPA meeting is scheduled for Tuesday, February 21, 2023, at 5:30 PM at the UWPA office in Angels Camp.

10.b LAFCO REPORT. There was nothing to report.

The next LAFCO meeting is scheduled for Monday, January 23, 2023, at 6:00 PM at the Calaveras County Board of Supervisors Chambers in San Andreas.

10.c GENERAL MANAGER'S REPORT. Eric Bottomley introduced UPUD's new General Manger, Jessica Self. General Manager, Jessica Self, said she is only on day three and wanted to thank staff and the Directors for being so welcoming and for all the assistance and information provided. Jessica said she is really happy to be here and excited to move forward and understand the challenges at the District. She said she is looking forward to working as a team to make solid improvements for the long-term. Jessica said she wants to look at and understand the District's CIP so we can have a solid plan moving forward to implementing projects, looking at rates and applying for grants to offset any costs. Jessica said she has meetings planned to meet with JPA partners and hopes to continue to build strong partnerships for the district. Jessica provided handouts to the Board regarding some legal

issues that could affect the District and water use efficiency. Jessica reviewed the handouts with the Board. Jessica said she will be bringing these issues back to the Board for further review and consideration.

11. **DIRECTORS COMMENTS.** Director Rasmussen thanked the Board for conducting the General Manager interviews that he was unable to participate in due to his absence. The Board thanked those in attendance for their participation and interest in the UPUD District. President Bottomley thanked staff and the Board.

**ADJOURN TO CLOSED SESSION:** President Bottomley reported that one of the items to be discussed in Closed Session was the Notice to Cure and Correct Brown Act Violations and to Cease and Desist from Future Brown Act Violations received from Michael Hatfield. Copies of the Notice were provided to the Board and were available to the public. The meeting was adjourned to Closed Session at 6:20 PM.

- 8.a **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) (THREE CASES – SIGNIFICANT EXPOSURE TO LITIGATION)**

**RECONVENE TO OPEN SESSION:** The meeting reconvened to open session at 7:45 PM.

9. **REPORT ON CLOSED SESSION ITEMS:** Direction was given to the General Manager.
12. **NEXT MEETING:** The next regular meeting is scheduled for Wednesday, March 15, 2023, at 5:30 PM.
13. **ADJOURNMENT.** The meeting was adjourned with no further business at 7:48 PM.

Submitted by: \_\_\_\_\_  
Thomas E. Quincy, Secretary

Date: \_\_\_\_\_

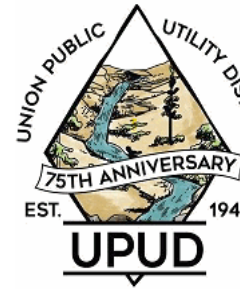
ATTEST:

\_\_\_\_\_  
Elaine M. Urruty  
Clerk to the UPUD Board of Directors



# Bank Reconciliation

## Checks by Date



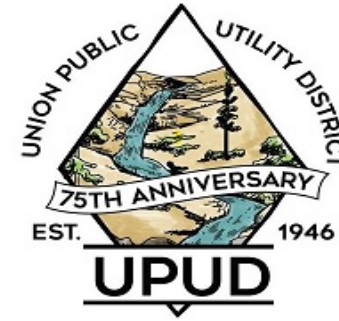
User: eurruty@upudwater.org  
 Printed: 03/08/2023 - 1:50PM Cleared and Not Cleared Checks  
 Print Void Checks

| Check No      | Check Date | Name                                   | Module | Void | Clear Date | Amount    |
|---------------|------------|--|--------|------|------------|-----------|
| 0             | 2/3/2023   | CalPERS                                | AP     |      |            | 2,829.82  |
| 0             | 2/3/2023   | EDD                                    | AP     |      |            | 969.49    |
| 0             | 2/3/2023   | Employment Development Dept            | AP     |      |            | 190.23    |
| 0             | 2/3/2023   | United States Treasury                 | AP     |      |            | 5,846.84  |
| 27905 - 27910 | 2/3/2023   | Payroll                                | PR     |      |            | 15,530.01 |
| 27911         |            | Void Ck - Misprint                     |        |      |            |           |
| 27912         | 2/14/2023  | Alpha Analytical Laboratories, Inc.    | AP     |      |            | 2,832.00  |
| 27913         | 2/14/2023  | Anthem Blue Cross                      | AP     |      |            | 1,678.00  |
| 27914         | 2/14/2023  | AT&T CALNET                            | AP     |      |            | 274.24    |
| 27915         | 2/14/2023  | California Waste Recovery System       | AP     |      |            | 179.08    |
| 27916         | 2/14/2023  | Carbon Copy                            | AP     |      |            | 24.42     |
| 27917         | 2/14/2023  | Clark Pest Control                     | AP     |      |            | 157.00    |
| 27918         | 2/14/2023  | Coneth Solutions, Inc                  | AP     |      |            | 1,455.00  |
| 27919         | 2/14/2023  | CPPA                                   | AP     |      |            | 4,735.20  |
| 27920         | 2/14/2023  | Dataprose, LLC                         | AP     |      |            | 1,196.11  |
| 27921         | 2/14/2023  | Digital Deployment, Inc.               | AP     |      |            | 200.00    |
| 27922         | 2/14/2023  | Ebbetts Pass Gas Service               | AP     |      |            | 846.57    |
| 27923         | 2/14/2023  | Ferguson Waterworks #1423              | AP     |      |            | 388.79    |
| 27924         | 2/14/2023  | Mother Lode Answering Service, Inc.    | AP     |      |            | 242.00    |
| 27925         | 2/14/2023  | Murphys Sanitary District              | AP     |      |            | 120.00    |
| 27926         | 2/14/2023  | Petty Cash Custodian - Elaine M Urruty | AP     |      |            | 8.13      |
| 27927         | 2/14/2023  | Red Store                              | AP     |      |            | 189.23    |
| 27928         | 2/14/2023  | Sam Berri Towing                       | AP     |      |            | 275.00    |
| 27929         | 2/14/2023  | Sierra Hills Market                    | AP     |      |            | 43.51     |
| 27930         | 2/14/2023  | Union Bank                             | AP     |      |            | 1,504.42  |
| 0             | 2/17/2023  | CalPERS                                | AP     |      |            | 2,575.51  |
| 0             | 2/17/2023  | CalPERS - Health Benefits              | AP     |      |            | 11,077.54 |
| 0             | 2/17/2023  | EDD                                    | AP     |      |            | 836.62    |
| 0             | 2/17/2023  | Employment Development Dept            | AP     |      |            | 167.89    |
| 0             | 2/17/2023  | United States Treasury                 | AP     |      |            | 5,083.84  |
| 27931 - 27936 | 2/17/2023  | Payroll                                | PR     |      |            | 13,897.43 |
| 27937         | 2/17/2023  | Comcast                                | AP     |      |            | 160.24    |
| 27938         | 2/17/2023  | Hunt & Sons, Inc                       | AP     |      |            | 1,573.67  |
| 27939         | 2/17/2023  | PG&E                                   | AP     |      |            | 730.23    |
| 27940         | 2/17/2023  | Springbrook Holding Company, LLC.      | AP     |      |            | 502.00    |
| 27941         | 2/28/2023  | UB - Julia Orlandi                     | AP     |      |            | 57.90     |

|                           |           |
|---------------------------|-----------|
| Total Void Check Count:   | 1         |
| Total Void Check Amount:  | 0         |
| Total Valid Check Count:  | 47        |
| Total Valid Check Amount: | 78,377.96 |
| Total Check Count:        | 47        |
| Total Check Amount:       | 78,377.96 |

# General Ledger Fund Balance Report

User: eurruty@upudwater.org  
 Printed: 3/8/2023 5:26:40 PM  
 Period 08 - 08  
 Fiscal Year 2023



| <u>Account Number</u> | <u>Description</u>            | <u>Beg Bal</u>      | <u>Debits</u> | <u>Credits</u> | <u>End Bal</u>      |
|-----------------------|-------------------------------|---------------------|---------------|----------------|---------------------|
| <b>01</b>             | <b>Water Fund</b>             |                     |               |                |                     |
| 01-00-1400            | LAIF Account                  | 61,446.43           | 0.00          | 0.00           | 61,446.43           |
| 01-00-1401            | LAIF-Surplus Fund             | 716,107.66          | 0.00          | 0.00           | 716,107.66          |
| 01-00-1402            | LAIF-Irrigation Imprvmnt Fund | 164,546.65          | 0.00          | 0.00           | 164,546.65          |
| 01-00-1404            | LAIF-UWPA Reserve Fund        | 202,279.79          | 0.00          | 0.00           | 202,279.79          |
| 01-00-1405            | LAIF-Reserve Fund             | 881,649.50          | 0.00          | 0.00           | 881,649.50          |
| 01-00-1406            | LAIF-Capital Imprvmnt Fund    | 188,517.32          | 0.00          | 0.00           | 188,517.32          |
| 01-00-1407            | LAIF-SRLF Rec (Conn Fees)     | 614,491.68          | 0.00          | 0.00           | 614,491.68          |
| <b>01</b>             | <b>Water Fund</b>             | <b>2,829,039.03</b> | <b>0.00</b>   | <b>0.00</b>    | <b>2,829,039.03</b> |
| <b>Asset Total</b>    |                               | <u>2,829,039.03</u> | <u>0.00</u>   | <u>0.00</u>    | <u>2,829,039.03</u> |
|                       |                               | _____               | _____         | _____          | _____               |

# General Ledger

## Balance Sheet

User: curruty@upudwater.org  
 Printed: 03/08/2023 - 5:28PM  
 Fund: All  
 Period: 8  
 Fiscal Year: 2023



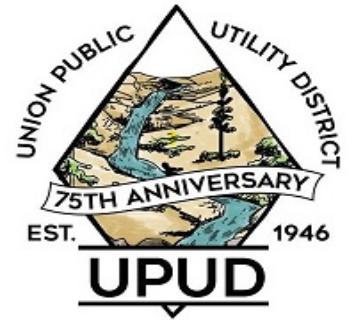
### Fund ALFRE

| Account Type  | Amount       |
|---|--------------|
| <b>01 - Water Fund</b>                                  |              |
| Assets  |              |
| Cash & Investments                                      | 3,163,088.92 |
| Accounts Receivable                                     | 154,108.36   |
| Inventory   | 0.00         |
| Fixed Assets  | 4,791,944.41 |
| Other Long Term Assets                                  | 0.00         |
| CalPERS Pension Outflows                                | 95,708.00    |
| Grant Receivable  | 0.00         |
| Total Assets:   | 8,204,849.69 |
| Liabilities   |              |
| Accounts Payable  | (16.28)      |
| Payroll Liabilities                                     | 31,290.22    |
| Deferred Revenue  | 2,462.32     |
| Compensated Absences                                    | 71,607.73    |
| Bonds/Notes Payable-Current                             | 0.00         |
| CalPERS Pension -Liability Exp                          | 153,412.00   |
| CalPERS Pension - Inflows                               | 154,547.00   |
| Total Liabilities:                                      | 413,302.99   |
| Fund Balance  |              |
| Fund Balance  | 7,806,137.26 |
| Total Fund Balance:                                     | 7,806,137.26 |
| Total Liabilities and Fund Balance:                     | 8,219,440.25 |
| Total Retained Earnings:                                | (14,590.56)  |
| Total Fund Balance and Retained Earnings:               | 7,791,546.70 |
| Total Liabilities, Fund Balance, and Retained Earnings: | 8,204,849.69 |
| Totals for Fund 01 - Water Fund:                        | 0.00         |

# General Ledger

## Revenues by Category

User: eurruty@upudwater.org  
 Printed: 3/8/2023 5:36:55 PM  
 Period 01 - 08  
 Fiscal Year 2023

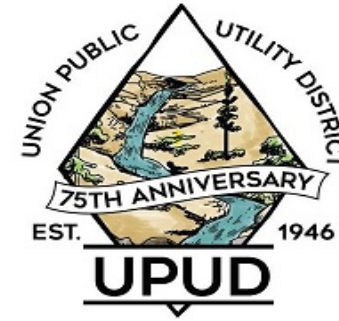


| Account Number       | Description                   | One Year Prior Actual       | Budget                      | Period Amt                | End Bal                     |
|----------------------|-------------------------------|-----------------------------|-----------------------------|---------------------------|-----------------------------|
| <b>01</b>            | <b>Water Fund</b>             |                             |                             |                           |                             |
| 01-01-4100           | Domestic Water Revenue        | -1,253,515.82               | -2,090,000.00               | -104,920.20               | -1,228,360.26               |
| 01-01-4105           | Irrigation Water Revenue      | -69,547.78                  | -190,000.00                 | -9,840.98                 | -74,863.43                  |
| 01-01-4120           | Hydrant Meter Revenue         | -2,195.54                   | -15,000.00                  | -125.00                   | -1,381.40                   |
| 01-01-4160           | Penalties                     | 0.00                        | -2,500.00                   | -2,870.00                 | -16,110.00                  |
| 01-01-4180           | Other - Water Related         | -2,673.41                   | -12,500.00                  | -100.00                   | -3,810.97                   |
| 01-01-4189           | Meter Reset Fees              | 0.00                        | -1,000.00                   | 0.00                      | 0.00                        |
| 01-01-4190           | Meter Connection Fees         | -147,000.00                 | -98,000.00                  | 0.00                      | -70,000.00                  |
| 01-01-4195           | Non-Operating Income          | 0.00                        | -7,100.00                   | 0.00                      | 0.00                        |
| 01-01-4200           | Interest Earned               | -4,428.77                   | -11,000.00                  | 0.00                      | -23,036.14                  |
| 01-01-4300           | County Taxes                  | -89,266.96                  | -155,000.00                 | 0.00                      | -80,264.51                  |
| 01-01-4440           | Garage Rental Revenue         | -800.00                     | -1,200.00                   | 0.00                      | -700.00                     |
| 01-01-4441           | NCPA Facilities Use Agreement | -2,500.00                   | -2,500.00                   | 0.00                      | -2,500.00                   |
| 01-01-4460           | Grant Income                  | 0.00                        | -1,377,000.00               | 0.00                      | -38,500.00                  |
| <b>01</b>            | <b>Water Fund</b>             | <b>-1,571,928.28</b>        | <b>-3,962,800.00</b>        | <b>-117,856.18</b>        | <b>-1,539,526.71</b>        |
| <b>Revenue Total</b> |                               | <b><u>-1,571,928.28</u></b> | <b><u>-3,962,800.00</u></b> | <b><u>-117,856.18</u></b> | <b><u>-1,539,526.71</u></b> |

# General Ledger

## YTD Budget to Actuals

User: eurruty@upudwater.org  
 Printed: 3/8/2023 5:35:46 PM  
 Period 01 - 08  
 Fiscal Year 2023



| Account Number       | Description             | 2022 Actual        | YTD Budget         | Period Amt        | End Bal            | YTD Bgt Var      | YTD Bgt % Var  |
|----------------------|-------------------------|--------------------|--------------------|-------------------|--------------------|------------------|----------------|
| 01-03-6100           | Labor                   | 47,831.80          | 55,993.70          | 6,149.80          | 49,606.58          | 6,387.12         | 11.41          |
| 01-03-6101           | Sick Pay                | 1,200.88           | 0.00               | 0.00              | 373.20             | -373.20          | 0.00           |
| 01-03-6102           | Vacation Pay            | 4,744.94           | 0.00               | 58.20             | 5,911.17           | -5,911.17        | 0.00           |
| 01-03-6103           | Overtime                | 1,422.79           | 2,837.33           | 0.00              | 2,301.84           | 535.49           | 18.87          |
| 01-03-6104           | On Call Pay             | 11,820.00          | 12,000.00          | 1,380.00          | 11,820.00          | 180.00           | 1.50           |
| 01-03-6110           | FICA 7.65%              | 5,126.98           | 5,666.67           | 580.47            | 5,356.00           | 310.67           | 5.48           |
| 01-03-6300           | Health Insurance        | 23,425.28          | 26,756.67          | 6,710.70          | 36,148.71          | -9,392.04        | -35.10         |
| 01-03-6400           | CalPERS PR Expense      | 14,584.80          | 13,333.33          | 928.16            | 13,704.38          | -371.05          | -2.78          |
| 01-04-6100           | Labor                   | 143,837.29         | 162,555.33         | 13,537.74         | 138,166.63         | 24,388.70        | 15.00          |
| 01-04-6101           | Sick Pay                | 2,789.45           | 0.00               | 3,326.40          | 7,088.81           | -7,088.81        | 0.00           |
| 01-04-6102           | Vacation Pay            | 7,863.05           | 0.00               | 0.00              | 10,940.07          | -10,940.07       | 0.00           |
| 01-04-6103           | Overtime                | 1,920.35           | 2,000.00           | 1,422.18          | 5,707.29           | -3,707.29        | -185.36        |
| 01-04-6104           | On Call Pay             | 7,140.00           | 7,333.33           | 840.00            | 7,140.00           | 193.33           | 2.64           |
| 01-04-6110           | FICA                    | 12,671.56          | 16,000.00          | 1,463.18          | 12,931.82          | 3,068.18         | 19.18          |
| 01-04-6301           | Worker's Compensation   | 5,814.75           | 7,000.00           | 0.00              | 4,122.34           | 2,877.66         | 41.11          |
| 01-04-6400           | CalPERS PR Expense      | 33,081.62          | 32,000.00          | 2,404.52          | 32,920.39          | -920.39          | -2.88          |
| 01-05-6100           | Labor                   | 35,876.81          | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-05-6101           | Sick Pay                | 829.58             | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-05-6102           | Vacation Pay            | 2,762.58           | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-05-6110           | FICA                    | 3,600.85           | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-05-6300           | Health Insurance        | 5,741.20           | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-05-6400           | CalPERS PR Expense      | 10,089.99          | 0.00               | 0.00              | 0.00               | 0.00             | 0.00           |
| 01-06-6100           | Labor                   | 49,381.61          | 196,666.67         | 12,151.17         | 156,261.00         | 40,405.67        | 20.55          |
| 01-06-6101           | Sick Pay                | 1,141.96           | 0.00               | 54.82             | 4,299.79           | -4,299.79        | 0.00           |
| 01-06-6102           | Vacation Pay            | 3,802.32           | 0.00               | 0.00              | 17,503.82          | -17,503.82       | 0.00           |
| 01-06-6103           | Overtime                | 8,537.40           | 3,000.00           | 0.00              | 2,181.34           | 818.66           | 27.29          |
| 01-06-6110           | FICA                    | 4,809.05           | 16,000.00          | 1,000.45          | 14,274.96          | 1,725.04         | 10.78          |
| 01-06-6300           | Health Insurance        | 17,443.91          | 53,733.33          | 3,298.91          | 56,433.64          | -2,700.31        | -5.03          |
| 01-06-6304           | Health Benefits Adm Fee | 0.00               | 0.00               | 36.44             | 150.50             | -150.50          | 0.00           |
| 01-06-6400           | CalPERS PR Expense      | 13,719.82          | 21,333.33          | 1,758.59          | 42,757.34          | -21,424.01       | -100.43        |
| <b>Revenue Total</b> |                         | <b>0.00</b>        | <b>0.00</b>        | <b>0.00</b>       | <b>0.00</b>        | <b>0.00</b>      | <b>0</b>       |
| <b>Expense Total</b> |                         | <b>483,012.62</b>  | <b>634,209.69</b>  | <b>57,101.73</b>  | <b>638,101.62</b>  | <b>-3,891.93</b> | <b>-0.0061</b> |
| <b>Grand Total</b>   |                         | <b>-483,012.62</b> | <b>-634,209.69</b> | <b>-57,101.73</b> | <b>-638,101.62</b> | <b>3,891.93</b>  | <b>0.0061</b>  |

| <b>Account Number</b> | <b>Description</b> | <b>2022 Actual</b> | <b>YTD Budget</b>  | <b>Period Amt</b> | <b>End Bal</b>     | <b>YTD Bgt Var</b> | <b>YTD Bgt % Var</b> |
|-----------------------|--------------------|--------------------|--------------------|-------------------|--------------------|--------------------|----------------------|
| 01                    | Water Fund         | 483,012.62         | 634,209.70         | 57,101.73         | 638,101.62         | -3,891.92          | -0.61                |
| <b>Revenue Total</b>  |                    | <b>0.00</b>        | <b>0.00</b>        | <b>0.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>0</b>             |
| <b>Expense Total</b>  |                    | <b>483,012.62</b>  | <b>634,209.69</b>  | <b>57,101.73</b>  | <b>638,101.62</b>  | <b>-3,891.93</b>   | <b>-0.0061</b>       |
| <b>Grand Total</b>    |                    | <b>-483,012.62</b> | <b>-634,209.69</b> | <b>-57,101.73</b> | <b>-638,101.62</b> | <b>3,891.93</b>    | <b>0.0061</b>        |

# Agenda Item

**DATE:** March 15, 2023  
**TO:** UPUD Board of Directors  
**FROM:** Jessica Self, General Manager  
**SUBJECT:** Discussion/Action regarding the Districts Position to Oppose Ballot Initiative 21-0042A1

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ to approve Resolution 2023-\_\_\_\_\_ Opposing Ballot Initiative 21-0042A1: Taxpayer Protection & Government Accountability Act

## **SUMMARY:**

UPUD staff recommends the Board does the following:

### **Taxpayer Protection & Government Accountability Act | Ballot Initiative 21-0042A1**

The purported "Taxpayer Protection and Government Accountability Act," a statewide initiative measure to amend the California Constitution sponsored by the California Business Roundtable ("CBRT"), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs. Ballot Initiative 21-0042A1 includes the following:

- ❖ Change of Proposition 218 Fees: redefined to be the minimum amount necessary to provide services. Potentially preventing the ability to save for the future, including reserves and planned projects scheduled for implementation in the next 3-5 years.
- ❖ Must provide clear and convincing evidence for the need for services, with a higher legal threshold.
- ❖ Fees must be "reasonable" to the ratepayers. The term is currently undefined.

CSDA is asking all Special Districts to take an OPPOSE stance on this ballot initiative. In addition, UPUD's staff is recommending the Board approves Resolution 2023-\_\_\_\_\_ opposing BI 21-0042A1.

**FINANCIAL CONSIDERATIONS:**

None at this time.

*Attachments: Resolution No. 2023-\_\_\_\_ Opposing Ballot Initiative 21-0042A1: Taxpayer Protection & Government  
Accountability Act*



# UNION PUBLIC UTILITY DISTRICT

## BOARD OF DIRECTORS

### RESOLUTION NO. 2023 -

#### RESOLUTION TO OPPOSE INITIATIVE 21-0042A1

**WHEREAS**, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the proposed proposition, Initiative 21-0042A1, has received the official title: "LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT."

**WHEREAS**, the measure includes provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure; and

**WHEREAS**, the measure severely restricts state and local officials' ability to protect our environment, public health and safety, and our neighborhoods against corporations and others who violate the law; and

**WHEREAS**, the measure creates new constitutional loopholes that would allow corporations to pay less than their fair share for the impacts they impose on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

**WHEREAS**, the measure threatens billions of dollars currently dedicated to state and local services, and could force cuts to water services provided by Union Public Utility District as well as public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to address homelessness, mental health services, and more; and

**WHEREAS**, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, ports, drinking water, sanitation, utilities, and more.

**THEREFORE, BE IT RESOLVED** that the Union Public Utility District opposes Initiative 21-0042A1;

**BE IT FURTHER RESOLVED**, that the Union Public Utility District will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

We direct staff to email a copy of this adopted resolution to the California Special Districts Association at [advocacy@csgda.net](mailto:advocacy@csgda.net).

**PASSED, APPROVED, AND ADOPTED** this day 15<sup>th</sup> of March, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

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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 15<sup>th</sup> day of March 2023.

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Elaine M Urruty  
Clerk to the Union Public Utility District Board

# Agenda Item

**DATE:** March 15, 2023

**TO:** UPUD Board of Directors

**FROM:** Jessica Self, General Manager

**SUBJECT:** Discussion/Action regarding the Districts Position of taking a position on Legislative Bill AB 338

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ by Minute Entry to take an “OPPOSE” position on AB 338 (Aguilar-Curry):  
Prevailing Wage for Fuels Management

## **SUMMARY:**

UPUD staff recommends the Board takes the following position on the listed legislative bill:

### **Public Works: Definition | AB 338 (Aguilar-Curry)**

Assembly Bill 1717 was bill was drafted and approved by the State Legislature in 2022. This bill would have changed the definition of public works to include fuels treatment projects, and thus require payment of prevailing wage. Numerous water agencies, including local surrounding agencies joined together to oppose AB 1717, which Governor Newsom opposed in Fall, 2022. In January 2023, AB 1717’s author reintroduced the bill as AB 338.

The District and our partners are actively engaged in partnership coordination to continue the development of robust forest resilience and watershed health planning and project implementation. Unfortunately, AB 338 would raise the costs of imperative forest health and wildfire mitigation projects needed to protect the District’s infrastructure, improve watershed health, and protect the surrounding communities. In addition, multiple planned wildfire mitigation projects in Calaveras County are located in disadvantaged communities that have the potential to be faced with catastrophic wildfires. These same communities depend on maximizing public funding to prioritize wildfire mitigation.

Like AB 1717, AB 338 would likely result in serious adverse impacts on the District’s ability to fund wildfire mitigation projects. UPUD staff recommends the Board adopt an OPPOSE position on AB 338.

**FINANCIAL CONSIDERATIONS:**

None at this time.

# Agenda Item

**DATE:** March 15, 2023

**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 Utica Water and Power Authority.

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ to approve the Mutual Assistance Agreement (MAA) between Union Public Utility District (UPUD) and Utica Water and Power Authority (UWPA).

## **SUMMARY:**

A MAA between UWPA and UPUD 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.

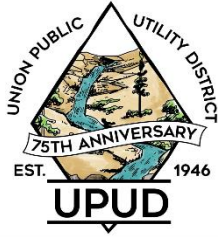
**Increased public safety:** Ultimately, the goal of a MAA is to improve public safety by ensuring that public agencies can respond quickly and effectively to emergencies. By working together, we can increase our ability to protect the public and minimize the impact of emergencies.

## **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:*

*UWPA and UPUD Mutual Assistance Agreement*



## MUTUAL ASSISTANCE AGREEMENT

THIS MUTUAL ASSISTANCE AGREEMENT (this "Agreement") is made and entered into as of March 15, 2023, by and between Union Public Utility District, a public agency ("UPUD"), and the Utica Water and Power Authority ("Utica"). UPUD and Utica may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

### Recitals

A. UPUD and Utica 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 that the Lender provide such resources. Any such request shall be submitted as follows:

If to UPUD:                      Union Public Utility District  
   339 Main Street  
   Murphys, CA 95249  
   Phone: (209) 728-3651  
   Attn: General Manager

If to Utica:                   Utica Water and Power Authority  
                                  1168 Booster Way  
                                  Angels Camp, CA 95222  
                                  Phone: (209) 736-9419  
                                  Attn: General Manager

2.     Discretion by Lender. The assistance to be rendered pursuant to the 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.

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)    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.
- (d)    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 weighted rate.

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. 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 Lender, 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 Borrower, 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 acknowledge that coverage may be provided through a joint power's authority pursuant to a joint powers agreement.

9. Notice. Any and all notices, reports or other communications to be given under this Agreement shall be given to the persons representing the respective Parties as provided in Section 1 of this 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 shall 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. 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.

**For Union Public Utility District:**

\_\_\_\_\_

Jessica Self, General Manager

\_\_\_\_\_

Date

**For Utica Water and Power Authority:**

\_\_\_\_\_

Joel Metzger, General Manager

\_\_\_\_\_

Date

# Agenda Item

**DATE:** March 15, 2023  
**TO:** UPUD Board of Directors  
**FROM:** Jessica Self, General Manager  
**SUBJECT:** Discussion/Input regarding the draft Irrigation Account Review Policy

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## **RECOMMENDED ACTION:**

Provide direction to staff as to any recommendations in alterations and additional input to the draft Irrigation Account Review Policy

## **SUMMARY:**

As of January 2023, UPUD's irrigation base rates have drastically increased. As a result, irrigation customers have requested to have their meter downsized appropriately based on their actual water usage. However, there is no policy in place for staff to accommodate these requests.

Staff have worked closely with the Board and UPUD's District Engineer to identify rules and policies that will provide irrigation account holders flexibility and allow them to more cost effectively manage their water consumption and system operation.

After thorough review and discussion, staff has developed a draft Irrigation Account Review policy that will provide District staff and customers with appropriate direction and guidance for future requests for irrigation meter size adjustments.

## **NEXT STEPS:**

If the Board of Directors are supportive of the draft policy, staff will finalize the Irrigation Account Review ordinance and have it ready for adoption during the April 19, 2023, board meeting.

A notice will be published 20 days prior to the April board meeting in the local newspapers to alert the public that a new ordinance may be adopted during the April 19, 2023, board meeting. Once adopted, a copy of the ordinance must be published in the local newspapers and will be implemented 60 days after adoption.

## **FINANCIAL CONSIDERATIONS:**

To be determined by the final iteration of a replaced Ordinance. However, as drafted, monthly base rates for irrigation customers who choose to downsize or upsize their meters will change based on their new meter size.

*Attachments: DRAFT Irrigation Account Review Policy*

# IRRIGATION ACCOUNT REVIEW

The following applies to all sections within the Irrigation Account Review.

1. A minimum administrative review fee of \$330, which varies by connection, is required when applying for a review of an irrigation account.
2. Any construction costs incurred by UPUD in association with actions taken will be billed separately to the irrigation account holder.
3. Monthly billing will continue until all requirements and payments are met. Final billing will be sent through the date of completion.
4. Any loss of capacity resulting from adjustments will be forfeited.
5. In no circumstances will the capacity fees for a particular irrigation connection be refunded.
6. The General Manager has authority to approve or deny requests for review.

## WATER METERS

### 1. Minimum meter size

Each agriculture account will, at a minimum, be charged a connection fee for one 3/4-inch size meter. The account will be charged a corresponding monthly base rate service charge for the corresponding meter size.

### 2. Irrigation customers can request a review of meter size.

Irrigation customers can request a review of their accounts to reevaluate the water meter size if the meter is larger than 3/4-inch. The following is required upon the review:

- A. Adjustments will only occur after a full two years from the initial water service account activation. All irrigation accounts can request a review of their account every two years from the completion date of their last review.
- B. An assessment will be made to determine the appropriate meter size based on water use over the past 2 years and any other determining factors.
- C. For UPUD to review the account, the property owner must provide all necessary documentation for review by UPUD's District Engineer.

### 3. Aging meters are replaced by UPUD and sized appropriately.

If an irrigation meter has been determined by UPUD staff as reaching its end useful life, the meter will be replaced by UPUD at no additional cost to the property owner. In addition, UPUD will conduct a two-year review of water usage to determine the appropriate meter size and corresponding upgrades or alterations in infrastructure.