

ITEM #6.A

Approval of Minutes of the January 07, 2025 Regular Meeting



**REGULAR MEETING OF THE BOARD OF DIRECTORS
DEL PASO MANOR WATER DISTRICT**

DRAFT MINUTES

**January 07, 2025 6:00 PM
1817 Maryal Drive, Suite 300, Sacramento 95864**

1. CALL TO ORDER:

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

2. ROLL CALL:

Directors Present: Vice President Carl Dolk, Gwynne Pratt, and David Ross

Directors Absent: Bob Matteoli

Vacant Position: One Vacant Position

Staff Present:	General Manager	Adam Coyan
	Office Manager	Victoria Hoppe
	Certified Accountant	Robert Merritt
	Assistant Legal Counsel	Alek Kocher

A quorum of the Board was present.

3. ADOPTION OF AGENDA: Members may pull an item from the agenda.

Director Ross made a motion to adopt the agenda. The motion was seconded by Director Pratt. The agenda was adopted on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

4. PUBLIC COMMENTS - ITEMS NOT ON THE AGENDA The Board of Directors welcomes participation at these meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the public, California law prohibits the Board from acting on any matter which is not on the posted agenda, unless the members determines that it is an emergency or other situation specified in Government Code Section 54954.2. Public comments are limited to five (5) minutes per individual. Please make your comments directly to the DPMWD Chair. Comments will be accepted via teleconference and in writing.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

5. CONSENT CALENDAR: All items under Consent Calendar will be considered together by one action of the Board, any Member or members of the public may request that an item be removed and considered separately.

(6:02 pm)

Item 5.A: Approval of Minutes of the December 3, 2024 Regular Meeting

Item 5.B: Approval of Warrants and Payroll

Vice President Dolk called for public comment.

Trish Harrington requested Item 6.B be considered separately.

Seeing no further comment, Vice President Dolk closed public comment.

Item 5.A

Director Ross made a motion to approve the Consent Calendar Item 6.A. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

Item 5.B

Vice President Dolk called for public comment.

Trish Harrington questioned expenditures. General Manager Coyan fielded the inquiry.

Seeing no further comments, Vice President Dolk closed public comment.

Board had general inquiries regarding expenditures. General Manager Coyan fielded the Board's inquiries.

Director Pratt made a motion to approve the Consent Calendar Item 6.B. The motion was seconded by Director Ross. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

6. PUBLIC HEARING:

There were no Public Hearing items to consider.

7. OLD BUSINESS:

There were no Old Business items to consider.

8. NEW BUSINESS:

Item 8.A: Budget to Actuals

(6:08 pm)

Certified Public Accountant Merritt presented the staff report and fielded inquiries from the Board.

Vice President Dolk called for public comment.

Roy Wilson provided general comments regarding the presentation. Vice President Dolk and staff fielded inquiry.

Trish Harrington provided general comments regarding the presentation.

Seeing no further comments, Vice President Dolk closed public comment.

Item 8.B: Acceptance of Certification of November 5, 2024 General Election Results and Swearing in of New Directors

(6:17 pm)

Assistant Legal Counsel Alek Kocher provided the staff report.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

Director Ross made a motion to approve Resolution 25-0107. The motion was seconded by Director Pratt. The motion was approved on a 3 Yes/0 No/1 Absent (Matteoli)/1 Vacancy vote.

General Manager Coyan swore in Directors Elect Carl Dolk, Patricia “Trish” Harrington, and Chuck Mensch

Item 8.C: Election of Board President and Vice President for Two-Year Terms

(6:25 pm)

Election of President

Vice President Dolk called for nominations for President.

Director Harrington and Director Pratt nominated Director Dolk.

Director Mensch nominated Director Harrington.

Seeing no other nominations. Director Dolk called a vote. Director Mensch voted for Director Harrington. Directors Dolk, Harrington, Pratt, and Ross voted for Director Dolk. Seeing the majority vote for Director Dolk, he was elected as President.

Election of Vice President

President Dolk called for nominations for Vice President.

Director Harrington nominated herself.

Director Pratt nominated herself.

Seeing no other nominations. Director Dolk called a vote. Director Dolk, Harrington, and Mensch voted for Director Harrington. Directors Pratt and Ross voted for Director Pratt. Seeing the majority vote for Director Harrington, she was elected as Vice President.

Item 8.D: Appointment to External Committees

(6:27 pm)

President Dolk postponed this item to the February Meeting.

Item 8.E: Adoption of Notice of Completion Regarding the Removal of Water Main and Abandon Easement between lots 2270 and 2271 on Watt Avenue

(6:28 pm)

General Manager Coyan presented the staff report and fielded inquiry from the Board.

President Dolk called for public comment.

Roy Wilson provided general comments regarding the presentation. Staff fielded the inquiry.

Seeing no further comments, President Dolk closed public comment.

Director Ross made a motion to adopt the Notice of Completion. The motion was seconded by Director Mensch. The motion was approved on a 5 Yes/0 No vote.

9. FIELD REPORT:

There was no Field Report matters to consider.

10. DIRECTOR REPORT ON COMMITTEE MEETINGS: Verbal report
Each Board Member will have 5 minutes to report out on all associated committees

Item 10.A: Director Dolk
American Water Works Association (AWWA)
Association of California Water Agencies (ACWA)

Item 10.B:
Association of California Water Agencies (ACWA) Agriculture
Association of California Water Agencies (ACWA) Groundwater
Sacramento Groundwater Authority (SGA)

Item 9.C: Director Ross
California Rural Water Authority (CRWA)
California Special Districts Association (CSDA)

Item 9.D:
Joint Powers Insurance (JPIA)

Item 9.E: Director Pratt
Regional Water Authority (RWA)
Water Forum

(6:30 pm)

Director Ross provided a brief report on committee meetings attended.

Director Pratt provided a brief report on committee meetings attended.

11. GENERAL MANAGERS COMMENTS: Written report

(6:34 pm)

Item 10.A: Staff Report

General Manager Coyan provided an update on general District matters and fielded inquiry from the Board.

Vice President Dolk called for public comment. Seeing no one come forward, he closed public comment.

12. CLOSED SESSION:

There were no Closed Session items to consider.

13. DIRECTORS COMMENTS: Verbal information, non-action comments.

(6:36 pm)

Vice President Harrington thanked the public and Board for their support.

Director Mensch thanked the public and Board for their support.

Director Ross inquired regarding the Well 9 status. General Manager Coyan fielded the inquiry.

President Dolk requested a status update on the audit. Certified Public Accountant Merritt provided an update. President Dolk inquired regarding the Muni billing issues and use of District service trucks. General Manager Coyan fielded the inquiry.

14. FUTURE AGENDA REQUESTS: Directors can suggest topics they would like on future agendas

(6:39 pm)

Director Pratt requested a discussion regarding the gym contract. Unanimous support was provided by the Board.

15. ADJOURNMENT: Next Regular Board of Directors meeting is scheduled for February 04, 2025

Director Ross made a motion to adjourn. Vice President Harrington seconded the motion. There being no further business, the Board of Directors meeting adjourned at 6:40 p.m.

APPROVAL:

ATTEST:

Carl Dolk, Vice President of the Board

Norma I. Alley, MMC, Clerk of the Board

ITEM #6.B

Approval of Warrants and Payroll

**Del Paso Manor Water District
JANUARY 2025 VENDORS PAID**

VENDORS NAME	DESCRIPTION	AMOUNT	CHECK #
ACWA JPIA	Health	\$310.56	11109
ADP	Payroll	\$15,083.35	EFT
ADP Taxes	Payroll Taxes	\$8,681.04	EFT
Allora Cleaning, LLC (Formally Legacy Cleaning)	Mayral office	\$200.00	CC
Appletree Answers	Answering service	\$557.60	CC
AT&T	Internet; Phone/Fax	\$107.00	CC
AT&T	Phone	\$416.50	CC
AT&T	Phone	\$247.87	CC
AT&T Mobility	Cell Phones; iPads	\$488.17	CC
Bay City Electric Works	Storage for Well 9 Emergency Backup Generator (October 2024)	\$500.00	11110
Bay City Electric Works	Storage for Well 9 Emergency Backup Generator (November 2024)	\$500.00	11110
BSK	Labs	\$321.60	11111
CalPers	Employee Contribution - Classic	\$3,219.75	EFT
CalPers	Employee Contribution - Pepra	\$1,156.00	EFT
CalPers	Health	\$10,821.64	EFT
CalPers	Unfunded Liability - Classic	\$7,179.83	EFT
CalPers	Unfunded Liability - Pepra	\$42.33	EFT
County of Sacramento	Presidential General Election	\$9,763.93	11112
DEX.YP	Yellow Pages	\$17.00	CC
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (2D-2 Conceptual Design)	\$12,198.43	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (2D-1 Conceptual Design)	\$13,962.55	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (On Call Services)	\$5,741.25	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (Well 9 Construction Support)	\$9,151.25	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (Chick-Fil-A Support)	\$2,047.50	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (2D-3 Conceptual Design)	\$11,699.23	11113
Forsgren Associates, Inc.	Services Rendered Thru 11/25/2024 (Well 9 Construction Support)	\$4,813.36	11113
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through November 2024	\$6,571.04	11114
Leaf	Photocopy Machine Lease	\$172.92	EFT
Mailrite Print & Mail, Inc.	October 2024 Water Statements and Billing Inserts	\$2,581.87	11115
Mailrite Print & Mail, Inc.	November 2024 Water Statements and Billing Inserts	\$2,661.53	11115
Munibilling	Heartland Merchant Return Fee (November 2024)	\$10.00	11116
Munibilling	Q1 Software and Merchant Services (01/2025 - 03/2025)	\$3,066.00	11116
PG&E	Gas	\$8.60	EFT

**Del Paso Manor Water District
JANUARY 2025 VENDORS PAID**

Regional Government Services (RGS)	November 2024 Clerk Services	\$910.31	11117
Ridgeline Municipal Strategies	CDIAC Annual Debt Transparency Reports	\$1,575.00	11118
Robert Merritt	CPA - Services Rendered Through November 2024	\$825.00	11119
Sacramento Suburban Water District (SSWD)	DPMWD Mutual Aid Agreement (November 2024)	\$16,550.22	11120
Sacramento Suburban Water District (SSWD)	DPMWD Mutual Aid Agreement (December 2024)	\$19,375.92	11120
Sacramento Suburban Water District (SSWD)	SSWD/DPMWD Combination (IN Communications) (September 2024)	\$8,764.14	11120
Sacramento Suburban Water District (SSWD)	SSWD/DPMWD Combination (IN Communications) (October 2024)	\$1,573.24	11120
Sacramento Suburban Water District (SSWD)	SSWD/DPMWD Combination (PlanWest Partners) (Sept. - Nov. 2024)	\$4,383.75	11120
Smud	Account# 7000000179	\$6,940.48	11121
State Water Resource Control Board (SWRCB)	Annual Permit Fee (07/01/2024 - 06/30/2025)	\$881.00	11122
State Water Resource Control Board (SWRCB)	Water System Annual Fees	\$16,616.00	11123
Streamline	Website	\$249.00	CC
tak Communications, Inc	1817 Maryal Temp Leak Repair	\$3,000.00	11124
tak Communications, Inc	1817 Maryal Service Replacement	\$11,500.00	11124
tak Communications, Inc	2809 Verna Leak Repair	\$6,627.49	11124
Terrapin Technology Group	Software / Computers	\$165.52	11125
Terrapin Technology Group	Software / Computers	\$700.74	11125
Umpqua Holdings, LLC	February 2025 Rent	\$2,835.00	11126
Umpqua Bank	District Credit Card	\$3,008.15	11127
VOYA	December 2024 Emp. Contribution	\$500.00	11128
Wizix Technology Group, Inc.	Photocopy Machine	\$112.08	CC
MONTHLY TOTAL----->		\$241,392.74	

Approved at January 07, 2025 Regular Meeting

TOTAL CHECKS ISSUED: 20

PAID VIA CREDIT CARD (CC): 12

PAID VIA ELECTRONIC FUNDS TRANSFER (EFT): 9

*** DISTRICT FILES INCLUDES INVOICES BEHIND CREDIT CARD BILL WHICH ARE AVAILABLE FOR REVIEW AT THE DISTRICT OFFICE**

Del Paso Manor Water District
 JANUARY 2025 VENDORS PAID

UMPQUA DISTRICT CREDIT CARD - PAID JANUARY 2025

VENDORS NAME	DESCRIPTION	AMOUNT	PAID DATE
Walgreens	Office Supplies	\$38.91	1/23/2025
AT&T	Internet; Phone/Fax	\$107.00	1/17/2025
AT&T	Phone	\$416.50	1/9/2025
AT&T	Phone	\$247.87	1/17/2025
AT&T Mobility	Cell Phones; iPads	\$488.17	1/17/2025
Wizix Technology Group, Inc.	Photocopy Machine	\$112.08	1/9/2025
Allora Cleaning, LLC (Formerly Legacy Cleaning)	Maryal office	\$200.00	1/9/2025
DEX.YP	Yellow Pages	\$17.00	1/9/2025
Appletree Answers	Answering service	\$587.55	1/9/2025
Streamline	Website	\$249.00	1/9/2025
Zoom	Cloud Recording	\$40.00	1/4/2025
Amazon	Office Supplies	\$130.00	1/9/2025
		2,634.08	

**Del Paso Manor Water District
FEBRUARY 2025 VENDORS FOR APPROVAL**

VENDORS NAME	DESCRIPTION	AMOUNT	CHECK #
ACWA JPIA	Health		
ACWA JPIA	Worker's Comp, Q2 (10/01/2024 - 12/31/2024)	\$416.86	
ADP	Payroll		
ADP Taxes	Payroll Taxes		
Allora Cleaning, LLC (Formally Legacy Cleaning)	Mayral office	\$200.00	
Appletree Answers	Answering service		
AT&T	Internet; Phone/Fax		
AT&T	Phone	\$416.69	
AT&T	Phone		
AT&T Mobility	Cell Phones; iPads		
Bay City Electric Works	Finance Charge	\$7.50	
Bay City Electric Works	Storage for Well 9 Emergency Backup Generator (12/23/2024-01/23/2025)	\$500.00	
BSK	Labs	\$483.20	
CalPers	Employee Contribution - Pepra	\$1,208.55	
CalPers	Employee Contribution - Classic	\$3,219.75	
CalPers	Health	\$10,821.64	
CalPers	Unfunded Liability - Classic	\$7,179.83	
CalPers	Unfunded Liability - Pepra	\$42.33	
CalPers	Social Security Administration 218 - Annual Fee	\$70.00	
DEX.YP	Yellow Pages	\$17.00	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (2D-1 Conceptual Design)	\$7,108.15	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (2D-2 Conceptual Design)	\$5,853.11	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (2D-3 Conceptual Design)	\$5,857.35	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (On Call Services)	\$5,605.00	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (Well 9 Construction Support)	\$14,036.00	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (Chick-Fil-A Support)	\$4,683.75	
Forsgren Associates, Inc.	Services Rendered Thru 12/31/2025 (Survey FlightCrosses & Aerial Base Mapping)	\$31,844.00	
Kronick, Moskovitz, Tiedemann & Girard	Services Rendered Through December 2024	\$6,085.75	
Leaf	Photocopy Machine Lease		
MailRite	Billing Mailhouse (December 2024 Billing & insert)	\$2,663.60	
Munibilling	December 2024 Merchant Fees	\$10.00	
PG&E	Gas	\$8.32	
Regional Government Services (RGS)	December 2024 Clerk Services	\$505.47	

**Del Paso Manor Water District
FEBRUARY 2025 VENDORS FOR APPROVAL**

Robert Merritt	CPA - Services Rendered Through December 2024	\$1,430.00
Sacramento County Utilities	Utilities	\$261.94
Shane Brown Electric	Well 9 Generator Progress Payment	\$11,875.00
Sierra Chemical Company	Chemicals	\$306.88
Smud	Account# 7000000179	\$6,965.93
Streamline	Website	\$249.00
TAK Communications, Inc.	3619 Winding Creek (Emergency Repair)	\$6,109.72
Uinta Holdings, LLC	March 2025 Rent	\$2,835.00
Umpqua Bank	District Credit Card	\$2,634.08
USA BlueBook	Well Parts	\$1,840.65
VOYA	January 2025 Employee Contribution	\$500.00
Wizix Technology Group, Inc.	Photocopy Machine	\$112.08
MONTHLY TOTAL----->		\$143,964.13

Del Paso Manor Water District
BOD Compensation Expense Summary
JANUARY 2025

JANUARY 2025 MEETINGS		DOLK	HARRINGTON	MENSCH	PRATT	ROSS
	Board Meetings					
1/7/2025	DPMWD - Regular Board Meeting	1	1	1	1	1
	DPMWD - Special Board Meeting					
1/8/2025	DPMWD/SSWD Joint Board Meeting	1	1	1	1	1
	DPMWD - Emergency Board Meeting					
	ADHOC Committee Meetings					
	Director Compensation Committee Meeting					
	Finance Standing Committee Meeting					
	General Counsel Review Committee					
	General Manager Evaluation Committee					
	LAFCo 2x2 Meeting					
	SSWD / DPMWD 2X2 Committee					
	Succession Planning Committee					
	Other Meetings					
	American Water Works Association (AWWA) ()					
	Association of California Water Agencies (ACWA) ()					
	Association of California Water Agencies (ACWA) Agriculture ()					
	Association of California Water Agencies (ACWA) Groundwater ()					
	California Rural Water Authority (CRWA) ()					
	California Special Districts Association (CSDA) ()					
	Ethics Training (AB1234)					
	Joint Powers Insurance (JPIA) ()					
	Legal Council Meeting					
1/9/2025	Regional Water Authority (RWA) ()				1	
	Sacramento Groundwater Authority (SGA) ()					
	Sacramento Suburban Water District ()					
1/17/2025	Sexual Harassment Prevention Training (AB1825)					1
	Water Forum ()					
	January Monthly Meeting Totals					
	TOTAL MEETINGS	2	2	2	3	3
	TOTAL COMPENSATED MEETINGS	2	2	0	3	3
	TOTAL COMPENSATION	\$200	\$200	\$0	\$300	\$300

ITEM #9.A

General Manager Contract Review

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: 02/04/2025

AGENDA ITEM NO. 9.A

SUBJECT: General Manager Contract Review

STAFF CONTACT:

Adam Coyan, General Manager

BACKGROUND:

Termination Without Good Cause Section 5.3 is typically only exercised when the General Manager has done nothing to violate the contract, and the board would like to end the contract early, typically for not exercising the duties of the office. This is not what is being discussed. I have done everything that the board has asked and based upon my last performance review; the board has been happy with my performance.

I accepted the position knowing what it entailed, having worked for DPMWD before. I knew that I could satisfy the obligations of the position and had very little concerns of being terminated without good cause. At this time, there were very few indications of a consolidation. I am asking that the severance be increased. The consolidation was unforeseen and not dependent upon my performance; I ask that I not be penalized for events that were outside of my control.

Currently with consolidation with my contract as is I get nothing. Further, because I am a contract employee I do not get a job at SSWD, but only a contract position. There is no language in Resolution No. 24-1203 section 4(e) that specifies what my pay would be, and there would be no benefits or retirement associated with this contract. I am asking for six months' severance to allow me the opportunity to find a full-time position with benefits that is equivalent to the position I am currently in.

Take into consideration the process from application with DPMWD to first day of work took three months this time, and that process was streamlined because I had worked here before. The first time with DPMWD took close to five months. When I took the position with GDPUD from time of application to first day of work was over six months. Also, consider that a position needs to advertise a vacancy prior to an application is submitted.

The Del Paso Manor Water District ("District") appointed Adam Coyan as the District's General Manager in June of 2023. The District and General Manager Coyan entered an Employment Agreement that became effective on July 3, 2023. In January of 2024, the District Board of Directors conducted a six-month performance evaluation of the General Manager and concluded that Mr. Coyan was performing his job duties well.

We have successfully completed a Prop 218 rate increase. We have made significant progress on pipeline replacement projects and have executed contracts for a generator at Well 9.

On April 10, 2024, LAFCO issued formal notice of intent for dissolution of DPMWD.

On May 1, 2024, Sacramento LAFCo passed a resolution of dissolution with a twelve-month remediation period.

On May 22, 2024, DPMWD reinitiated consolidation discussions with SSWD.

The District went through a very contentious election and as of December 23, 2025 the District submitted an application to LAFCo with a Plan for Services.

There are two items before the board:

1. Include language in Section 5.3 Termination Without Good Cause of my contract to include consolidation.
2. Increase the amount of Section 5.3 Termination Without Good Cause to the industry standard from three months to six months.

RECOMMENDATION:

Vote on both items,

ATTACHMENTS:

Exhibit A - Employment Agreement with Adam Coyan Effective July 3, 2023, with First Amendment February 6, 2024

Exhibit B- Proposed Second Amendment to Employment Agreement with Adam Coyan

Exhibit C- Resolution No. 24-1203

Exhibit D- Review of General Manager's Contracts

ENVIRONMENTAL IMPACT:

This item is an update to an existing structure and does not need a CEQA review.

FINANCIAL IMPACT:

This item would not impact the District's current budget.

**EMPLOYMENT AGREEMENT
DEL PASO MANOR WATER DISTRICT
GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT is made and entered on June 5, 2023 by and between the Del Paso Manor Water District, a California county water district (“the District”) and Adam Coyan (“Employee”) an individual. The effective date of this Agreement is July 3, 2023. The District and Employee may be individually referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

- A. The District has created the position of general manager (“General Manager”) to be the administrative head of District government under the direction and control of the District’s Board of Directors (“Board”); and,
- B. The District has been actively recruiting for the position of General Manager; and,
- C. The Board has evaluated Employee’s knowledge, experience, administrative skills and abilities, as evidenced in his professional background and has determined Employee is the best candidate and is qualified to fill the position of General Manager; and,
- D. On June 5, 2023, the Board voted to employ Adam Coyan as General Manager, effective July 3, 2023, and was presented with Exhibit 1, attached hereto; and,
- E. On July 3, Adam Coyan will begin his employment as General Manager.

NOW THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, agree as follows:

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made a part of this Agreement by reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of the Agreement, Sections 1 through 9 shall prevail.

Section 2. Appointment of General Manager, Duties and Term

Section 2.1. Appointment of General Manager. In accordance with the Board’s approval, Employee is hereby appointed to the position of General Manager, in and for the District, to perform the functions and duties of the General Manager as specified in this Agreement. Employee accepts such appointment and employment pursuant to the terms of this Agreement.

Section 2.2. Term. The term of the Agreement shall be three (3) years from the effective date of this Agreement, subject to the provisions of Section five (5) of this Agreement. The term of this Agreement notwithstanding, Employee is at all times an at-will employee as set forth in Section 2.6.

Section 2.3. General Manager Duties. Employee shall perform the functions of the

General Manager position in accordance with Water Code sections 30580 and 30581, the bylaws and policies of the District, the terms of this Agreement and the District's General Manager job description, last ratified by the Board May of 2020, attached hereto as Exhibit 1 and may be amended by the Board. Employee's duties, responsibilities and limitations include, but are not limited to:

- A. Under direction of the Board, Employee shall be in charge of the administration, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations, and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the District.
- B. Employee does not have authority to enter into any contact in excess of the authorized spending authority, without express consent of the Board.
- C. Employee shall conduct the business of the District and report to the Board at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions and supervision of the District's finances. The Board approves new positions, their terms and compensation range for each position. The General Manager may determine individual employee wages/salary based on the personnel amounts set forth in the annual budget and salary ranges approved by the Board of Directors.
- D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Del Paso Manor Water District, last ratified as of May of 2020, attached as Exhibit 2A and as amended herein. Employee represents to have the skill and background in order to properly effectuate those job duties so long as Employee first has been given adequate staff, budget, resources and governance to have the opportunity to meet the then current Board goals.

Section 2.4. No Secondary Employment. Employee agrees to devote all of his productive work time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board; provided, however, Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties.

Section 2.5. Exempt Position. The Position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. Sec. 201 et seq.). Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. The Parties recognize that Employee's hours may exceed forty (40) hours per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

Section 2.6. At-Will Employment. Employee is an "at-will" employee serving at the pleasure of the Board, as provided in Water Code section 30544. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a majority vote of the Board, subject to the qualification in Section 5.2.

Section 2.7. No Property Right in Employment. Employee understands and agrees that the terms of Employee's employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that, based on his "at-will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary action, including termination by the District. The foregoing shall not be interpreted as barring Employee from exercising Employee's rights, if any, under Workers Compensation laws, or any other form of litigation.

Section 2.8. No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 3. Compensation.

Section 3.1. Base Salary. Employee shall be paid at a rate of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation paid by the District to the Employee for the Employee's services under this Agreement.

Section 3.2 Employee Benefits. During the Term of this Agreement, the District agrees to provide such benefits as are shown in Exhibit 2, attached hereto and incorporated herein.

Section 3.3. District - Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business. Employee agrees to provide and utilize his own vehicle for District-related business. The District shall reimburse Employee for all District-related business travel at the Internal Revenue Service ("IRS") rate in effect at that time.

Section 3.4. Relocation Expenses. The Employee is required to relocate in order to accept employment from the District. The District shall provide Employee with Ten Thousand Dollars (\$10,000.00) for anticipated relocation and ancillary expenses. This sum shall be issued in advance of Employee's relocation.

Section 4. Performance Evaluation.

Performance evaluations may be conducted by the Board at its discretion. In addition, performance evaluations will normally be conducted annually by the Board in July of each year, unless the Board wishes for sooner or additional evaluations, as appropriate. The process may include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, (C) present a written summary of the evaluation results, and (D) determine any merit and/or cost of living salary increases. Nothing in this Agreement prevents the Board from assessing Employee's performance at any other time during his employment or in any other matter.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District a minimum of sixty (60) days advance written notice of the effective date of

Employee's resignation, unless the Parties agree otherwise in writing. If Employee retires from full time public service with the District, Employee shall provide at least three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

5.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as General Manager at any time, with or without cause, by a majority vote. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave, based on Employee's salary as of the date of termination.

Section 5.3. Termination Without Good Cause. In the event the Board terminates this Agreement without good cause within three (3) years after the effective date of this Agreement, the District shall pay Employee a sum equal to three (3) months' base salary including medical benefits ("Severance"). This Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay which may be paid to an employee. Any cash settlement related to termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed by the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the Board and Employee. In the event the Board terminates the Agreement, Employee shall be entitled to continued medical and dental benefits at Employee's cost pursuant to the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination for Good Cause. The District may, at any time immediately terminate this Agreement for Good Cause as defined in this section. If Employee is terminated for good cause, the District shall not be required to pay Severance under this Agreement, and the District shall have no obligation to employee beyond those benefits accrued as of Employee's last day of employment and those the District is required to provide under federal or state law.

Good cause, for the purpose of this Agreement, means a good faith reason for termination. Good cause reasons include, but are not limited to:

1. Conviction of a felony.
2. Disclosure of confidential information of the District except in response to a lawful court or administrative subpoena or request of a regulatory agency.
3. Gross carelessness or misconduct.
4. Unjustifiable or willful neglect of the duties described in this Agreement.
5. Mismanagement.
6. Nonperformance of duties.
7. Any conduct which violated the District's Personnel Rules and for which a District employee may be terminated.
8. Repeated and protracted unexcused absences from the General Manager's necessary duties, including but not limited to office work, field work, remote work, weekend work, external meetings or continuing education requirements.
9. Willful destruction or misuse of District property.
10. Conduct, except in response to section 5.4.2 hereinabove, which in any way has a direct, substantial and adverse effect on the District's reputation.
11. Willful violation of federal, state or District discrimination laws.
12. Continued substance abuse which adversely affects performance of Employee's duties

as General Manager.

13. Refusal to take or subscribe any oath or affirmation which is required by law.
14. Permanent disability that renders Employee unable to perform the essential functions of the General Manager's job with or without reasonable accommodation, or Employee becoming otherwise unable to perform the duties of General Manger, by reason of sickness, accident, illness, injury, mental health for a period of six (6) weeks following the exhaustion of all available leave balances including leaves pursuant to the Family Medical Leave Act, or the California Medical Leave Act, where same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.
15. Dishonesty.
16. Engaging in other employment or activities, which conflict with, or present the appearance or possibility of conflicting with the District's legitimate business interests.
17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Notwithstanding any provision of the Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the term of this Agreement.

Section 6. Indemnification.

The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Government Code sections 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995 – 996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment provided; however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this section, Employee if convicted of a crime involving abuse of office or position, as provided by Government Code sections 53243 – 5324.4, shall reimburse the District for such legal defense.

Section 7. Notices.

Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal working business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to who notices are to be sent, or (ii) five (5) days after a registered or certified letter

containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on the receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

If to the District: Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento, CA 95864
Tel: (916) 487-0419
Fax: (916) 487-8534

If to the Employee: Adam Coyan
c/o the District
cc: Employee's mailing address on file with the District

Courtesy copy to: Mona Ebrahimi, Esq.
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833
(916) 321-4500 (Main)

Section 8. Exhibits.

All Exhibits referred to below or attached hereto are, by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit 1	Job Description
Exhibit 2	Employee Benefits

Section 9. General Provisions.

Section 9.1. Modification. No alteration, amendment, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 9.2. Waiver. No covenant, term, or condition, or the breach thereof shall be deemed waived except by written consent of the Party against whom the waiver is claimed and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or other covenant, term or condition.

Section 9.3. Assignment. No Party to this Agreement shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, this Agreement shall be binding upon and inure to of the benefit of the respective successors and assigns of the Parties hereto.

Section 9.4 Authority. All Parties to the Agreement warrant and represent they have the

power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms nor conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material affect thereon.

Section 9.5. Drafting and Ambiguities. Each party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 9.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9.7 Venue. Venue for all legal proceedings shall be the Superior Court of California, Sacramento County.

Section 9.8 Severability. If this Agreement in its entirety is deemed by a court to be invalid or unenforceable, the Agreement shall automatically terminate as of the date of the final entry of judgment. If any provisions of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of the Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 9.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.10. Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire Agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written.

Section 9.11. Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

Section 9.12. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

Section 9.13. Successors and Assigns. All representations, covenants and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

Section 9.14. Headings. The headings in this Agreement are included for convenience

only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 9.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which shall be set by the court in same action or in a separate action brought for that purpose in addition to any other relief to which such Party may be entitled.

Section 9.16. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Agreement.

Section 9.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

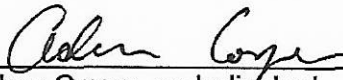
IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

Del Paso Manor Water District, a County
Water District of the State of California

By: 
Ryan Saunders, President

Date Signed: 6/16/23

By: 
Adam Coyan, an Individual

Date Signed: 5/30/2023

Approved as to Form and Content:


By: 
Mona Ebrahimi, Esq.
General Counsel

EXHIBIT 1

EXHIBIT 1

Job Description

Under broad policy and general administrative direction from the Board of Directors (“the Board”), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District’s interests at local, regional, state, and federal levels. The position is employed under contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

Broad Duties

The broad duties of the General Manager are set forth in the California Water Code as follows: Section 30580

The General Manager shall:

- Have full charge and control of the maintenance, operation, and construction of the water works or water-works system of the District.
- Have full power and authority to employ and discharge all employees at pleasure.
- Prescribe the duties of employees.
- Fix and alter the compensation of employees subject to approval by the Board.

Section 30581

The General Manager shall also:

- Perform other duties imposed by the Board.
- Report to the Board in accordance with the rules and regulations as it adopts.

Essential Duties and Responsibilities

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time. This position is full time and requires a minimum of forty (40) hours of work per week performing District duties. Attendance at all District board and committee meetings is required.

- Serve as the Chief Administrative Officer for the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.
- Serve as the District’s spokesperson to the media, general public, and ratepayers after consultation with the Board of Directors and general counsel.
- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups, and the public.
- Responsible for the District’s Conservation Program, including performing audits as necessary.
- Direct projects, programs, grants, and contracts.
- Prepare leases and agreements with other agencies.
- Responsible for the safety and security of all District owned and leased properties including all equipment.
- Comply with District, local, state and federal regulations, work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.

Personnel

- Budget and approve the appointment of personnel.
- Assume responsibility for District personnel matters, including employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees.

EXHIBIT 1

- Provide coverage for the job duties of employees when they are on vacation or sick leave.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations.
- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Manage in-house and outsourced functions: Payroll, Information Technology, Engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.

Board of Directors

- Attend District Board and committee meetings; present reports and agenda items regarding District programs.
- Represent the District as Secretary of the Board, (if so appointed), and serve on committees as appointed.
- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice, and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Direct and oversee the development of Board agendas.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.

Financial Management

- Maintain a documented system of accounting and operations policies and Standard Operating Procedures.
- Design and implement an organizational structure adequate for achieving the District's goals and objectives.
- Direct and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels.
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents.
- Countersign all contracts, leases, and agreements as Secretary of the Board, (if so appointed), after review of District counsel, Board approval, and signature of the Board President.
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.

Qualifications

Knowledge of:

- Public water system operations.
- Principles, methods, techniques, and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a Special District.
- Policies, procedures, rules, regulations, and methods of enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county, and local regulatory compliance.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of safety and risk management.
- Project management, budget principles, and fiscal controls.

EXHIBIT 1

- Cost estimating, contract administration, research, and evaluation methods.
- Public personnel administration, labor relations, and employer-employee relations.

Ability to:

- Plan, organize, coordinate, and direct District's operations to achieve efficiency and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Collect, organize, and analyze data on variety of topics.
- Analyze situations and make sound recommendations in support of District goals.
- Communicate effectively both orally and in writing with the Board of Directors, co-workers, and the public in one-to-one and group settings.
- Understand, interpret, and apply laws, rules, regulations, and ordinances relating to District activities.
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer, and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

Education, Experience and Certification

Required:

- Five years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Three years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

NOTE: *This position requires passing a background check and drug test prior to start date.*

Desirable - Any equivalent combination of education and experience which provides the knowledge and abilities necessary to perform the work – for example:

- Master's Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
- Four or more years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Four or more years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three or more years of managerial experience in a water agency highly desirable.

Licenses:

- Possess a valid State of California Class C driver's license.
- Proof of good driving record as evidenced by absence of multiple or serious traffic violations or accidents for at least two years prior to application.
- Water Treatment and/or Distribution Operator License (State of California) Level II must be obtained within 2 years after date of hire.

License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.

EXHIBIT 1

NOTE: *The specific statements shown in each section of this job description are not intended to be all inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.*

Physical Requirements

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- Travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District-related duties and activities.
- Regularly work in an office environment: Work at a desk/table for an extended period of time; sit and stand for an extended period of time.
- Ability to bend (neck and waist), squat, climb, crouch, stoop, kneel, twist, grasp, fine manipulation, push, pull, reach (above and below shoulder level), balance, stand, walk.
- Ability to reach, lift, carry and move objects up to 25 pounds (e.g. storage boxes, large binders, books, outreach materials and supplies, tables, chairs, popup shade structures, etc.).
- Repetitive use of hands.

Environmental and Working Conditions

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Regularly work in ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.
- Work outside of business hours (i.e. nights, weekends, holidays, etc.) as required to meet the needs of the District.
- The performance of this position may occasionally require exposure to job site, distribution and production areas where:
- Certain areas may require the use of personal protective equipment such as hard hats, safety glasses, and hearing protection.
- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
- May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

EXHIBIT 2

Employee Benefits

CalPERS Retirement (Classic 2% @55; PEPRA 2% @62).

Deferred Compensation 457 Plan.

Fully paid Health Insurance for employee and dependents.

Fully paid Dental, Vision & EAP for employee and dependents.

Vacation: Begins accruing on the 1st day of employment, up to 15 days per year.

Employee may not accrue more than 150% of the annual vacation accrual rate applicable to them, or 23 days of vacation total. Upon reaching the maximum annual accrual, vacation shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave.

Administrative Leave: Begins accruing on the 1st day of employment, up to 80 hours per year. Employee must not accrue more than 80 hours of Administrative Leave without using it. Upon reaching the maximum accrual, Administrative Leave will cease to accrue until the accrued Administrative Leave days are reduced below the maximum by usage of Administrative Leave. Unused Administrative Leave will have no cash value to Employee.

Sick Leave - 12 days per year

Holidays - 12 days per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, and one (1) floating day subject to approval or as designated by the Board of Directors.

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR DEL PASO MANOR WATER DISTRICT GENERAL MANAGER**

THIS FIRST AMENDMENT (“Amendment”) to the Employment Agreement by and between the Del Paso Manor Water District and Adam Coyan, dated June 5, 2023 (“Agreement”) is made and entered into this 6th day of February 2024 by and between the Del Paso Manor Water District, a California county water district (the “District”) and Adam Coyan (the “Employee”).

RECITALS

A. **WHEREAS**, the District and the Employee entered into the Agreement on June 5, 2023, appointing the Employee to serve as the District's General Manager; and

B. **WHEREAS**, the District's Board of Directors conducted a six-month performance evaluation pursuant to the terms of the Agreement; and

C. **WHEREAS**, the District's Board of Directors desires to amend the General Manager's base salary rate provided for in the Agreement.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS**. The recitals set forth above are hereby incorporated into this Amendment as if fully set forth herein.

2. **COMPENSATION**. Section 3.1 of the Agreement, entitled “Base Salary,” is amended as follows:

Employee shall be paid at a rate of One Hundred Eighty Five Thousand dollars (\$185,000.00) per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation paid by the District to the Employee for the Employee's services under this Agreement.


3. **OTHER TERMS**. All other terms and conditions of the Agreement remain unchanged.

[signature lines on next page]

IN WITNESS WHEREOF, this Amendment has been entered into by and between Employee and District as of the date of the Amendment set forth above.

DISTRICT:

Del Paso Manor Water District

By: 
Ryan Saunders, President

Date: 2/6/24

EMPLOYEE:

By: 
Adam Cohan, an individual

Date: 2/7/24

Approved as to form:

By:  for
Mona Ebrahimi, General Counsel

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
FOR DEL PASO MANOR WATER DISTRICT GENERAL MANAGER**

THIS SECOND AMENDMENT (“Amendment”) to the Employment Agreement by and between the Del Paso Manor Water District and Adam Coyan, dated November 5, 2024 (“Agreement”) is made and entered into this 5th day of November 2024 by and between the Del Paso Manor Water District, a California county water district (the “District”) and Adam Coyan (the “Employee”).

RECITALS

A. **WHEREAS**, the District and the Employee entered into the Agreement on June 5, 2023, appointing the Employee to serve as the District's General Manager; and

B. **WHEREAS**, the District’s Board of Directors conducted a six-month performance evaluation pursuant to the terms of the Agreement; and

C. **WHEREAS**, the District’s Board of Directors approved the first amendment at the February 6, 2024 Regular meeting.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS**. The recitals set forth above are hereby incorporated into this Amendment as if fully set forth herein.

Section 5.3. Termination Without Good Cause or Termination Due to Consolidation/ Reorganization. In the event the Board terminates this Agreement without good cause or terminates this agreement due to consolidation/ reorganization within three (3) years after the effective date of the original Agreement, the District shall pay Employee a sum equal to six (6) months’ base salary including medical benefits (“Severance”). This Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay which may be paid to an employee. Any cash settlement related to termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed by the District pursuant to GovernmentCode section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the Board and Employee. In the event the Board terminates the Agreement, Employee shall be entitled to continued medical and dental benefits at Employee’s cost pursuant to the federal Consolidated Omnibus Budget

Reconciliation Act.

2. **OTHER TERMS.** All other terms and conditions of the Agreement and First Amendment, not in conflict with the changes herein, remain unchanged.

IN WITNESS WHEREOF, this Amendment has been entered into by and between Employee and District as of the date of the Amendment set forth above.

DISTRICT:
Del Paso Manor Water District

EMPLOYEE:
By: _____
Adam Coyan, an individual

By: _____
Carl Dolk, President

Date: _____

Date: _____

Approved as to form:

By: _____
Mona Ebrahimi, General Counsel

RESOLUTION NO. 24-1203

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PASO MANOR WATER DISTRICT MAKING APPLICATION TO THE SACRAMENTO LOCAL AGENCY FORMATION COMMISSION FOR REORGANIZATION WITH SACRAMENTO SUBURBAN WATER DISTRICT

WHEREAS, the Sacramento Suburban Water District (“SSWD”) was formed and is operating under the County Water District Law (Water Code sections 30000 and following), and supports the consideration of reorganization with another water district, provided that both districts consent to the reorganization, and the reorganization would be in the best interests of the customers of each district;

WHEREAS, SSWD and Del Paso Manor Water District (“DPMWD”) have conducted an evaluation of the feasibility of combining SSWD and DPMWD through a process that has involved Joint Board meetings that have been open to the public, mailing of information on the proposed combination to each customer of SSWD and DPMWD to present information on the reorganization and receive public comment on it, responding in writing to written questions received from the public concerning the reorganization, and meetings with interested parties and the respective employees of SSWD and DPMWD to discuss the potential reorganization;

WHEREAS, on May 2, 2024, the Sacramento County Local Agency Formation Commission (“LAFCo”) approved a resolution of intent to initiate dissolution of DPMWD with a remediation period of twelve-months to allow the district time to address the deficiencies that were highlighted in the Sacramento Grand Jury and Municipal Service Review – Addendum reports, or to develop other plans; and

WHEREAS, SSWD has negotiated and reached a decision with the DPMWD, which was formed and is operating under the County Water District Law (Water Code sections 30000 and following), to reorganize the two districts as provided in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code sections 56000 and following; the “LAFCo Law”) by dissolving DPMWD and transferring its assets, liabilities, and obligations to SSWD on terms and conditions agreed to by the Boards of Directors of the two districts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of DPMWD as follows:

1. The foregoing recitals are true, represent the findings and independent judgment of the DPMWD Board of Directors, and are hereby incorporated by reference.
2. Application is hereby made under the LAFCo Law to LAFCo for a reorganization encompassing the annexation by SSWD of DPMWD and its service area and the dissolution of DPMWD and transfer of its assets, liabilities, rights, and obligations to SSWD.

3. The President of the DPMWD Board of Directors and the General Manager/Secretary of the District are hereby authorized and directed to complete and execute all documents required in connection with this application, and to do and perform every action necessary to carry out the purposes of this resolution.
4. This application is expressly made subject to the following special terms and conditions, which DPMWD requests that LAFCo include within the order approving this reorganization application, the terms and conditions specified in subsections (c) and (d) being made under subdivisions (c), (h), (i), (k), (l), (m), (p), (s)(1), (t), and (v) of Government Code section 56886:
 - a. The effective date of the reorganization shall be following official certification by LAFCo and recording of a Certificate of Completion, or as soon as possible thereafter upon SSWD and DPMWD satisfying any conditions of approval.
 - b. Upon and after the reorganization, the following conditions shall apply to and bind the Board of Directors of the reorganized district:
 - (1) the following contracts, debts and contingent liabilities of the respective districts, although to be assigned and transferred to SSWD shall, nonetheless, continue to be the exclusive responsibility of the ratepayers within the service areas of SSWD and DPMWD, respectively, until paid in full; provided, however, that such debts and liabilities to DPMWD ratepayers shall only consist of financial obligations and not extend to performance of contractual obligations:
 - (A) all bonds, certificates of participation and similar indebtedness, including any refunding thereof;
 - (B) any other debt respecting real estate (including office buildings and other structures, pump stations and well sites), exclusive of such other debt respecting transmission and distribution system facilities, easements and rights-of-way;
 - (C) liability respecting any claims that have not been asserted in writing as of the effective date of the reorganization; and
 - (D) any contracts, debts, or liabilities, contingent or otherwise, specified in essentially parallel resolutions adopted by the Boards of Directors of both districts prior to the effective date of the reorganization.
 - (2) the following assets of the respective districts, although to be assigned and transferred to SSWD shall, nonetheless to be used for the exclusive benefit of the ratepayers within the respective service areas of SSWD and DPMWD until the time that the SSWD Board terminates the collection of the assessment:
 - (A) the equity in real estate (including office buildings and other structures, pump stations and well sites);

- (B) easements and rights-of-way held by the respective districts as of the effective date of the reorganization; and
 - (C) all cash and investments, water sales receivable, grant and loan funds receivable, and accrued interest receivable attributed to each respective district;
 - (D) Transmission and distribution piping and facilities.
- c. Upon the reorganization and for the period during which the assessment is collected and service area of DPMWD is operated as a separate water system following the effective date of the reorganization, the following conditions shall apply to and bind the Board of Directors of SSWD:
- (1) all contracts, debts, and liabilities of the respective districts, including contingent liabilities, other than those identified in or pursuant to section 4(b), although to be assigned and transferred to the SSWD shall, nonetheless, continue to be the exclusive responsibility of the ratepayers within the respective service areas of SSWD and DPMWD;
 - (2) previously authorized charges, fees, assessments and taxes of SSWD and DPMWD, which have been determined by the Boards of Directors of each respective district to properly allocate the costs incurred among its ratepayers, shall continue to be applied within the affected service area of each district, and any changes made to such charges, fees, assessments and taxes shall be governed by the same principles previously determined by the Board of Directors of each respective district, unless the Board of Directors of the SSWD specifically determines that different principles shall apply;
 - (3) the funds derived from the SSWD and the DPMWD service areas shall be accounted for separately, so that the ratepayers benefitting from the respective water system bear the cost of replacement, improvement, and bond debt service of that water system, provided that, the SSWD Board may continue imposing and collecting a separate and different debt service charge in DPMWD's service area for the time required to collect sufficient funds for repayment of any assessment or other indebtedness incurred for capital improvements in service area of DPMWD;
 - (4) the territory within DPMWD as of the effective date of the consolidation shall be designated the "Del Paso Manor Service Area" following the reorganization and shall be operated as a separate water system for rate-setting, billing, and collection, and all financial accounting purposes until such time as the SSWD Board determines to terminate the collection of the assessment and to consolidate the Del Paso Manor Service Area into the SSWD water system. Under no circumstances will Del Paso Manor Service Area ratepayers pay rates, fees, or charges in excess of the proportionate cost

of water service provided to them in compliance with Proposition 218 and other applicable law.

- (5) the territory within SSWD as of the effective date of the reorganization, which is operated as a unified water system, shall be designated the “Sacramento Suburban Service Area” following the reorganization and shall continue to be operated in the same manner as prior to completion of the reorganization; and
 - (6) the Board of Directors of SSWD shall determine from time-to-time which funds derived from the operation of the Del Paso Manor Service Area water system and the Sacramento Suburban Service Area water system shall be used to pay the common administrative costs of operating the entire district.
 - (7) Unless required by law, the Del Paso Manor Service Area wells will not be fluoridated.
- d. Subject to the foregoing, all assets, revenues, funds on deposit, rights and liabilities under contracts, liabilities for payment of principal and interest on contractual obligations for real property, furnishings and equipment, operating expenses, supplies, licenses and permits, and any contingent liabilities for existing civil litigation shall be assigned and transferred, and accrue to SSWD.
- e. To ensure the transfer of the institutional knowledge of DPMWD retained by its existing staff, as of the effective date of the reorganization, existing non-contract DPMWD staff shall become employees of the combined district and be retained by SSWD. The salaries of these employees shall remain the same as a result of the reorganization or paid at the rate of the comparable SSWD position, whichever is greater. They shall be eligible for cost of living and merit increases the same as all other SSWD employees. These employees will also be entitled to SSWD’s existing benefit programs. As of the effective date of the reorganization, the General Manager of DPMWD will be retained by the SSWD Board as a transition employee or contractor for a minimum term of six months .
- f. As of the effective date of the reorganization, the current Board of Directors of the DPMWD will resign their positions as Board Members and become the Del Paso Manor Advisory Committee (“Committee”) to the SSWD Board of Directors. The Committee may consist of five members, and shall be responsible for reviewing proposals and making recommendations to the SSWD Board for capital improvement projects within the Del Paso Manor Service Area. The Committee also shall be responsible for outreach to ratepayers within the Del Paso Manor Service Area and for communicating that community input to the SSWD Board. To facilitate its functions, the Committee shall adopt Bylaws and comply with all applicable provisions of the Ralph M. Brown Act. The Committee shall have the authority to appoint its members


when vacancies occur according to the Bylaws. The Committee will have a limited duration of not less than three years and shall be terminated at a time determined in the SSWD Boards discretion in consultation with the Committee.

- g. The reorganized district shall retain the name Sacramento Suburban Water District and be governed by a five-member Board of Directors comprised of the incumbent Directors of SSWD sitting at the time that the reorganization is completed. The Board of the reorganized district shall maintain the same rotation of election to office by and from the voting divisions existing at completion of the reorganization. Notwithstanding the foregoing, the Board of the reorganized district shall, in consultation with the Committee, redistrict the reorganized District prior to the 2026 District Election to ensure that the five voting divisions comply with the requirements of the California Voting Rights Act while providing the greatest possible voice to the ratepayers of the Del Paso Manor Service Area.
- h. It is the intention of SSWD and DPMWD that the Del Paso Manor Service Area be operated as a separate service area such that these ratepayers fund any portion of improvements required within the Del Paso Manor Service Area required to address the deficiencies identified in DPMWD's water system that are not funded through grants. Any special taxes, fees, charges, or assessments imposed shall be in conformance with all applicable laws, including but not limited to, Proposition 218. The formation of any financing mechanism or issuance of any debt shall be done in conformance with applicable laws. If a financing mechanism and/or rate increase is approved, issued, and/or levied on Del Paso Manor Service Area ratepayers, the special taxes, fees, charges, or assessments will only be levied until the Del Paso Manor Service Area water system has been sufficiently rehabilitated and replaced to the same standard as SSWD's water system. At that time, the Board of Directors shall terminate the levying of the special taxes, fees, charges, or assessments and instead collect funds for ongoing operations, maintenance, and capital improvement costs through regular water service rates and charges, and in the same manner and amount as all other SSWD ratepayers.
- i. Develop a Plan for Services approved by the SSWD and DPMWD Boards for submittal and approval by LAFCo that will govern how SSWD will operate the Del Paso Manor Service Area to ensure that existing SSWD ratepayers will not be required to in any way subsidize the capital improvement and operations and maintenance costs of the Del Paso Manor Service Area and to avoid any reduction in the level of service afforded existing SSWD ratepayers resulting from the addition of the Del Paso Manor Service Area.
- j. Adoption of this resolution of application shall be subject to the adoption of a resolution in substantially the same form by the Board of Directors of SSWD.

k. This Resolution shall take effect as of December 11, 2024.


PASSED AND ADOPTED by the Board of Directors of the Del Paso Manor Water District on the 11th day of December, 2024, by the following vote:

AYES: Dolk, Pratt, Ross
NOES:
ABSENT: Matteoli

By: 
Name
President, Board of Directors
Del Paso Manor Water District

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of the Del Paso Manor Water District at a special meeting hereof held on the 11th day of December, 2024.

(SEAL)

By: 
Adam Coyan
General Manager/Secretary
Del Paso Manor Water District

Review of General Manager Contracts

Water District		General Manager	Size
Rancho Murieta CSD	Salary 120 hours administrative leave, 152 hours paid vacation, \$1,000/month travel allowance, \$100/month cell phone allowance, \$400/month car allowance, 40 hours admin, 40 hours vacation 6 months severance for no cause	General Manager \$194,160(2023)	50-70
Elk Grove Water District	Salary 80 hours admin leave, vacation accrual at district rate, \$500/month vehicle allowance 6 months severance for no cause	General Manager \$271,024-\$326,144(2024)	30
San Juan Water District	Salary \$400/month car allowance, 40 hours admin, 40 hours vacation 6 months severance for no cause	General Manager \$251,184	49
Florin County WD (2021) Transparent CA.	Salary Gand Jury Report June 6, 2024 recommendation 5 is that the board should adopt an employment contract for the General Manager position Public records request	General Manager \$189,272	No Data
Fair Oaks Water District	Salary 40 hours admin leave, 120 hours vacation, \$500/month vehicle allowance 6 months severance for no cause	General Manager \$165,526-223,475	43
Georgetown Divide PUD	Salary term life insurance \$1,000,000, district vehicle 12 months severance for no cause for signing General Release and Settlement Agreement	General Manager \$195,700	30
Citrus Heights Water District	Salary 12 months severance for no cause for signing General Release and Settlement Agreement	General Manager \$204,199.56-\$275,662.44	44
Del Paso Manor Water District Alan Gardner	Salary 12 month severance for no cause	General Manager \$135,000	3
Del Paso Manor Water District Adam Coyan	Salary 6 months for no cause first contract	General Manager \$108,000	3

ITEM #9.B

Budget to Actuals

**Del Paso Manor Water District
Budget To Actual Comparison
July 1, 2024 to January 31, 2025**

	Year to Date July 1, 2024 to January 31, 2025	Budget	Percent of Budget	December 2024
Revenues				
Water Sales	1,205,572	2,211,524	54.51%	174,350
C.I.P. Revenue	573,901	1,143,729	50.18%	95,673
Other water sales	308	-	Not budgeted	-
Other customer charges	2,205	-	Not budgeted	-
Interest income	44,522	30,000	148.41%	-
Misc. income	934	-	Not budgeted	-
Total Revenues	1,827,442	3,385,253	53.98%	270,023
Employee Related				
Management Salaries	107,912	185,000	58.33%	15,416
Staff Salaries	98,290	255,322	38.50%	7,590
Director Fees	8,700	8,000	108.75%	600
Payroll Taxes	15,799	45,000	35.11%	1,086
PERS Retirement	67,926	105,500	64.38%	9,735
Health	50,317	90,000	55.91%	10,152
Retiree Health Benefits & OPEB	38,687	80,000	48.36%	11,045
Total Employee Related	387,631	768,822	50.42%	55,624
Administration				
Insurance	32,763	61,000	53.71%	-
Office Expense	59,321	96,210	61.66%	10,764
Audit Fees	10,835	12,000	90.29%	-
Legal Fees	45,832	200,000	22.92%	-
Election Related	9,764	3,000	325.47%	9,764
Miscellaneous	533	10,000	5.33%	25
Professional Administration Fees	69,036	148,700	46.43%	3,920
Bank Charges	1,530	2,500	61.20%	258
Professional Dues	51,179	60,500	84.59%	-
Professional Meetings	-	10,000	0.00%	-
Cert/Continuing Education	-	5,000	0.00%	-
Total Administration	280,793	608,910	46.11%	24,731
Operations				
Power	55,653	102,000	54.56%	9
Repairs & Maintenance	226,665	225,000	100.74%	41,093
Lab Fees	2,989	7,000	42.70%	-
Backflow Program	-	2,000	0.00%	-
Engineering	148,241	90,000	164.71%	-
City Water/Cross Connection	331	7,000	4.73%	-
Total Operating	433,879	433,000	100.20%	41,102
Total Employee Related, Administration and Operating Expenses	1,102,303	1,810,732	60.88%	121,457
C.I.P.				
New Pipeline	-	150,000	0.00%	-
Well #2	-	950,000	0.00%	-
Well # 6B	-	50,000	0.00%	-
Well #7	-	65,000	0.00%	-
Well #9 Engineering and generator	200,317	360,000	55.64%	1,000
Interest Expense & Principal Debt Payment	64,594	325,000	19.88%	64,594
Total C.I.P.	264,911	1,900,000	13.94%	65,594

Amounts above are not audited

	<u>January 2025</u>	<u>Budget</u>	<u>Percentage of Budget</u>
Employee Related			
5102.10 · Management salaries	107,912.00	185,000.00	58.33%
5102.15 · Field salaries	46,626.00	170,000.00	27.43%
5102.20 · Office manager salary	51,664.00	85,322.00	60.55%
5102.05 · Director fees	8,700.00	8,000.00	108.75%
5102.30 · Payroll taxes	15,799.00	45,000.00	35.11%
6451.00 · PERS/retirement	67,926.00	105,500.00	64.38%
6501.00 · Employee healthcare (CalPers)	50,317.00	90,000.00	55.91%
6502.00 · Retiree health benefits	38,687.00	80,000.00	48.36%
Administration			
5251.00 · Insurance			
5251.05 · Liability	25,625.00	40,000.00	64.06%
5251.10 · Property	5,479.00	6,000.00	91.32%
5251.15 · Workers Compensation	1,659.00	15,000.00	11.06%
6151.00 · Office expense			
6151.05 · District office lease	21,870.00	33,210.00	65.85%
6151.10 · Phone service	3,274.00	4,500.00	72.76%
6151.15 · Internet provider	3,198.00	5,000.00	63.96%
6151.20 · Sewer & garbage (Lusk)	779.00	2,000.00	38.95%
6151.21 · Miscellaneous (office other)	3,872.00	0.00	N/A
6151.25 · Postage	7,692.00	20,000.00	38.46%
6151.30 · Printing	8,200.00	1,000.00	820.00%
6151.35 · Computers & supplies	0.00	3,000.00	0.00%
6151.40 · Office supplies	2,361.00	7,500.00	31.48%
6151.45 · Answering service	3,787.00	6,000.00	63.12%
6151.50 · Office furniture	0.00	2,000.00	0.00%
6151.55 · Payroll preparation	901.00	2,500.00	36.04%
6151.60 · GASB 75 valuation	2,227.00	3,000.00	74.23%
6151.70 · Janitorial	1,160.00	2,500.00	46.40%
6152.00 · Building maintenance	0.00	4,000.00	0.00%
6251.00 · Audit	10,835.00	12,000.00	90.29%
6255.00 · Election related	9,764.00	3,000.00	325.47%
6301.00 · Legal	45,832.00	200,000.00	22.92%
6401.00 · Misc	533.00	10,000.00	5.33%
6601.00 · Professional Admin fees			
6601.05 · SWRCB annual fees	17,497.00	18,000.00	97.21%
6601.10 · NDPES permit	0.00	1,500.00	0.00%
6601.15 · Cal Pers actuarial reports	700.00	700.00	100.00%
6601.25 · Air Quality permits	0.00	5,000.00	0.00%
6601.30 · Encroachment permits	0.00	500.00	0.00%
6601.35 · CPA fees	7,590.00	18,000.00	42.17%
6601.00 · Professional admin fees - other	43,249.00	60,000.00	72.08%
6601.50 · Public relations	0.00	45,000.00	0.00%
6171.00 · Bank fees	1,529.00	2,500.00	61.16%

6561.00 · Professional dues			
6561.05 · ACWA	10,365.00	11,000.00	94.23%
6561.10 · AWWA	513.00	700.00	73.29%
6561.15 · CSDA	8,412.00	8,300.00	101.35%
6561.20 · CRWA	945.00	1,000.00	94.50%
6561.25 · RWA	8,078.00	9,500.00	85.03%
6561.30 · SGA	22,415.00	25,000.00	89.66%
6561.35 · SAWWA	0.00	1,000.00	0.00%
6561.00 · Professional dues - other	451.00	4,000.00	11.28%
6551.00 · Professional meetings	0.00	10,000.00	0.00%
6610.00 Certification/continuing education	0.00	5,000.00	0.00%

Operations

5151.00 · Power			
5151.05 · PG&E	51.00	2,000.00	2.55%
5151.10 · SMUD	55,602.00	100,000.00	55.60%
5201.00 · R & M			
5201.05 · Leak repairs	116,917.00	100,000.00	116.92%
5201.10 Field Equipment	0.00	2,000.00	0.00%
5201.15 · Field supplies	1,655.00	30,000.00	5.52%
5201.20 · Fuel for vehicles	702.00	9,000.00	7.80%
5201.25 Vehicle repair and maintenance	765.00	3,000.00	25.50%
5201.35 · Chlorine	6,620.00	10,000.00	66.20%
5201.45 · Well repair & maintenance	8,883.00	25,000.00	35.53%
5201.55 · Field staff cellular service	3,574.00	6,000.00	59.57%
5201.00 R & M other	0.00	0.00	N/A
5201.70 SSWD Mutual Aide Field Staff	87,548.00	40,000.00	218.87%
5301.00 · Lab fees (H2O testing)	2,989.00	7,000.00	42.70%
5451.00 City water and cross connection	331.00	7,000.00	4.73%
5452.00 Backflow program	0.00	2,000.00	0.00%
5351.00 Engineering	148,241.00	90,000.00	164.71%

Del Paso Manor Water District
Monthly Cash Flow Activity (Unaudited)
December 2024

	Operating Bank Account	L.A.I.F.	Total
	<u> </u>	<u> </u>	<u> </u>
Account Balances at December 1, 2024	\$ 1,118,695	\$ 1,906,724	\$ 3,025,419
Rate payer collections	266,819	-	266,819
Other receipts	935	-	935
Payroll disbursements	(22,329)	-	(22,329)
Vendor payments	<u>(271,251)</u>	<u>-</u>	<u>(271,251)</u>
Account Balances at December 31, 2024	<u>\$ 1,092,869</u>	<u>\$ 1,906,724</u>	<u>\$ 2,999,593</u>

The activity above is not audited

Note: \$22,176 was collected in interest in the LAIF account during January 2025.

Accounts Receivable Aging

Account Type - All
 Account Category - All
 Billing Type - All
 Status - Active
 Include 0 Balance - No
 As Of - 01/28/2025

Summary

Account Type	Account Category	Credits	0 - 29 Days	30 - 59 Days	60 - 89 Days	90 + Days	Total
CO (Commercial)	MAIN (MAIN)	0.00	321.07	321.07	0.00	0.00	642.14
	METER (METER)	(108.87)	47,890.42	2,920.38	1,855.54	1,433.60	53,991.07
RE (Residential)	MAIN (MAIN)	(13,810.14)	68,392.54	20,813.20	13,825.95	70,653.47	159,875.02
Total		(13,919.01)	116,604.03	24,054.65	15,681.49	72,087.07	214,508.23

Roughly \$39,978 of the 90+ days past due have entered into a payment agreement.

ITEM #9.C

Discuss and Provide Direction on Advisory Committee Functions and Parameters for Reorganization with SSWD

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: 02/04/2025

AGENDA ITEM NO. 9.C

SUBJECT: Discuss and Provide Direction on Advisory Committee Functions and Parameters for Reorganization with SSWD

STAFF CONTACT:

Mona G. Ebrahimi, General Counsel

BACKGROUND:

At the December 11, 2024 joint meeting of the Del Paso Manor Water District (DPMWD) and Sacramento Suburban Water District (SSWD), the two boards considered and approved a resolution to submit to the Sacramento Local Agency Formation Commission (LAFCO) for reorganization.

The resolution reflects the intent of both boards to create an advisory committee that provides recommendations to SSWD upon reorganization. The resolution sets forth the following parameters:

- Upon reorganization, the then-existing DPMWD directors would become the members of the advisory committee;
- The advisory committee may consist of 5 members total;
- The committee will be responsible for reviewing proposals and making recommendations to the SSWD board for capital improvement projects within the Del Paso Manor Service Area;
- The committee will be responsible for outreach to ratepayers within the service area;
- The committee will have the right to appoint new members if there are vacancies;
- The term of the committee will be for not less than 3 years; and,
- The committee will be subject to the Brown Act.

The resolution also states that, in order to facilitate its functions, that the committee adopt bylaws for governance. The DPMWD board of directors is asked to provide input in what it would like to be included in the bylaws.

A draft of the bylaws (or terms that are important to the DPMWD board) will be shared with SSWD during a future joint meeting. Some aspects of the bylaws for consideration, along with recommendations are as follows:

- The posting of all notices for meetings shall be in accordance with the Brown Act. Notices will be posted in accessible locations, and on the SSWD webpage.

- All meetings will be open to the public.
- Meetings of the meetings shall be maintained, approved at the subsequent meeting, and recorded.
- Public comments on each agenda item will be limited to __ minutes.
- All committee members shall file a Form 700 upon assuming "office" and shall be subject to the conflict of interest provisions set forth in the Political Reform Act.
- Regular meetings will be established by resolution of the committee.

FINANCIAL IMPACT:

There will be nominal costs associated with noticing meetings and staffing.

RECOMMENDATION:

Take public comment, provide direction to staff, and potentially consider recommending bylaws or terms for bylaws to the SSWD.

Attachments:

Attachment 1: Sample Bylaws

**BY-LAWS OF THE ADVISORY COMMITTEE OF THE SACRAMENTO SUBURBAN
WATER DISTRICT FOR THE DEL PASO MANOR SERVICE AREA**

ARTICLE I

Meetings:

Section 1: Regular Meetings. Regular Meetings of the ADVISORY COMMITTEE OF THE SACRAMENTO SUBURBAN WATER DISTRICT FOR THE DEL PASO MANOR SERVICE AREA of Sacramento County, hereinafter referred to as the "Advisory Committee," or "Committee" shall be held monthly at regular times and places as set by resolution of the Advisory Committee.

Section 2: Special Meetings. A special meeting may be called at any time by the Chairperson of the Advisory Committee or by a majority of the members of the Committee, by delivering written notice to each member of the Committee and to each newspaper of general circulation or person requesting notice in writing. The notice shall be delivered personally or by mail, e-mail, or facsimile at least 24 hours before the time of the meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted. The Committee shall consider no other business at the meeting. The notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to the public.

Section 3: Public Meetings. All regular and special meetings of the Advisory Committee shall be open to the public in accordance with the Brown Act of the State of California.

Section 4: Quorum. Membership of the Advisory Committee shall consist of the then-existing Del Paso Manor Water District (DPMWD) board of directors, at the time of the reorganization, for a total of five (5) seats. A majority of the members appointed to the Advisory Committee shall constitute a quorum.

Section 5: Order of Business. The normal order of business for regular meetings shall be determined by the Chairperson in consultation with members of the Advisory Committee and with staff to the Advisory Committee at the time of preparation of the meeting agenda or prior to conducting the meeting. The order of business of any meeting may be changed by the affirmative vote of a majority of the quorum of the Advisory Committee during the meeting. The order of business shall include the following items not necessarily in the following order:

- A. Call to order
- B. Roll call
- C. Public comment on non-agenda items
- D. Approval of minutes of previous meeting
- E. Report by staff
- F. Correspondence
- G. Report by chairperson
- H. Report(s) by Committee(s)
- I. New business

- J. Future Agenda Item Requests
- K. Adjournment

Section 6: Rules of Order. The rules of order shall be the same of any adopted by the Sacramento Suburban Water District (SSWD) for its board of directors.

Section 7: Tapes and Minutes. Each meeting shall be taped, and a written record that accurately reflects the agenda and decisions made at the meeting (minutes) shall be maintained. The meeting tapes can be reviewed upon request at any time with prior notice to staff and will be maintained on the SSWD website.

Section 8: Manner of voting. The vote of all questions coming before the Advisory Committee shall be by voice vote, except by request of a member or staff that a roll call vote be taken. All votes, whether by voice or roll call, shall be entered into the minutes of such meeting and reflect the yeas, nays, and abstentions.

Section 9: Other Procedures. The Advisory Committee may adopt, by majority vote, other rules, regulations and procedures as may be required for the orderly conduct of business.

Section 10: Absence of Advisory Committee Members. After a Committee member has three unexcused absences in a twelve-month period from regularly scheduled meetings, the Advisory Committee may recommend formally to the SSWD board of directors that the member be removed. In that case, the Advisory Committee may accept nominations and applications to fill the vacancy.

ARTICLE II

Purpose:

Section 1: The Advisory Committee will be responsible for reviewing proposals and making recommendations to the SSWD board for capital improvement projects within the Del Paso Manor Service Area ("service area").

Section 2: The Advisory Committee will be responsible for outreach to ratepayers within the service area.

ARTICLE III

Membership:

Section 1: The Advisory Committee shall consist of five members.

Section 2: All members of the Advisory Committee shall serve until the Advisory Committee is terminated by the SSWD board of directors, but not for less than three years upon formation.

ARTICLE IV

Officers:

Section 1: Designation of Officers. The Officers of the Advisory Committee shall be the Chairperson and the Vice-Chairperson.

Section 2: Nominations. Advisory Committee members may propose candidates for Advisory Committee office.

Section 3: Vacancies of Officers. Any vacancy occurring among any of the officers by reason of death, resignation from office or removal of any officer shall be filled by a vote of a majority of all current members of the Advisory Committee and the person filling the vacancy shall serve the remaining term of office.

Section 4: Powers and duties of the Chairperson. The Chairperson shall call the meeting to order at the appointed time; shall appoint all committees, subject to the approval of the Advisory Committee, and, shall perform other duties as may from time to time be prescribed by the Advisory Committee.

Section 5: Powers and Duties of the Vice-Chairperson. The Vice-Chairperson shall have all the powers and perform all the duties of the Chairperson in the absence or inability of the Chairperson to act. The Vice-Chairperson shall perform such other duties as may from time to time be prescribed by the Advisory Committee or by the Chairperson.

ARTICLE V

Public Statements:

Section 1: Only the Chairperson or his/her designee may speak or make statements officially on behalf of the Advisory Committee. The designee shall be a member of the Advisory Committee or staff.

ITEM #9.D

Appointment to External Committees

ITEM #12.A

General Manager's Report

DEL PASO MANOR WATER DISTRICT

BOARD MEETING

DATE: January 07, 2025

AGENDA ITEM NO. 12.A

SUBJECT: GENERAL MANAGERS REPORT

STAFF CONTACT:

Adam Coyan, General Manager

MEETINGS:

- Dan York
- SSWD Staff
- Forsgren
- SSWD/ DPMWD joint board meeting
- Starbucks Developers
- Chik-fil-A Developers
- Small Claims Court
- IN Communications
- PlanWest Partners, Inc.

WORK:

Well #9

Work Completed:

- Gas main has been located and marked. Alignment for service is being evaluated.
- The conduit for electrical connections in the well house has been installed.
- Dowel bars for ATS equipment pad placed and accepted by Special Inspector.
- Saw cutting completed for generator pad, bollards, and external conduit.
- Conduit Installed from the generator location to the well house.

Upcoming Work:

- Installation of generator pad and bollards.
- Delivery and setting of the generator.
- Trenching and installation of the gas service line
- Installation of the gas meter.
- Pulling all conductors and making connections
- Coordinating electrical and generator inspections
- Reenergizing the Well
- Start-up, testing and training.
- Final submittal generator testing documentation
- Certificate of Substantial Completion

General:

- Prepared for board meeting and joint board meeting including staff reports and support information.
- Coordinated with SSWD
- State Water Resource Control Board water quality reports
- State Water Resource Control Board drought reports
- Inspected all Well sites for any deficiencies