AGENDA

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on its agenda, but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds vote declaring the need for action arose after posting of the agenda. Agenda packets can be found at our website at carmichaelwd.org.

The Board of Directors welcomes and encourages participation in meetings. Public testimony may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please follow Public Comment Guidelines found at the District’s website at carmichaelwd.org/public-comment-guidelines/.

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Emmerson

PUBLIC COMMENT:

1. Public Comment
   Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

ACTION CALENDAR:

2. Division 1 Board Seat Interview

3. Discussion and Recommendation to Sacramento County for Division 1 Director
   Staff recommends that the Board approve Resolution 05042021-1, a Resolution recommending appointment to a seat on the District Board of Directors under elections code section 10515(b), and filing of it with the Sacramento County Board of Supervisors for consideration in making the appointment provided.

4. Board Meetings Time Change
   Staff recommends that the Board approve Resolution 05042021-2, a Resolution changing the regularly scheduled Board meeting time and amending Directors Policy Manual No. 9400 reflecting the time change.

5. La Vista Tank and Booster Pump Station Project Frontage Agreement with Sacramento County
   Staff recommends that the Board authorize the General Manager to negotiate, modify as necessary, and execute a Frontage Agreement with Sacramento County for the La Vista Tank and Booster Pump Station Project.

STAFF REPORTS:

6. State Water Resources Control Board Curtailment Warnings

The next meeting of the Board of Directors will be a Regular Board Meeting/Public Hearing held on: Tuesday, May 18, 2021 at 6:00 p.m.
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CARMICHAEL WATER DISTRICT
RESOLUTION NO. 05042021-1
A RESOLUTION RECOMMENDING APPOINTMENT OF ________________
TO A SEAT ON THE DISTRICT BOARD OF DIRECTORS
UNDER ELECTIONS CODE SECTION 10515(b)

WHEREAS, no person filed to run for the Division 1 seat on the Carmichael Water District Board of Directors at the November 3, 2020 District election;

WHEREAS, the Division 1 seat has been vacant since December 4, 2020;

WHEREAS, ________________ submitted a statement of interest to fill the Division 1 vacancy on the Carmichael Water District Board of Directors;

WHEREAS, Elections Code section 10515(b) provides that, if no person has filed to run for a seat on the District Board of Directors, the Sacramento County Board of Supervisors shall appoint a qualified person to the office, and that the person appointed shall qualify and take office and serve exactly as if elected in the District election for that office;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Carmichael Water District as follows:

1. The Board finds that ________________ is qualified to serve on the District Board of Directors and on that basis recommends to the Sacramento County Board of Supervisors that it appoint Mr. ________________ to fill the Division 1 vacancy on the District’s Board of Directors for which no person has filed a declaration of candidacy.

2. The Board directs the District Secretary to file this resolution with the Sacramento County Board of Supervisors for consideration in making the appointment provided for under Elections Code section 10515(b).

PASSED AND ADOPTED by the Board of Directors of the Carmichael Water District on February 16, 2021, by the following vote:

<table>
<thead>
<tr>
<th>Mark Emmerson</th>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
<th>Abstain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ron Greenwood</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Jeff Nelson</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Paul Selsky</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Vacancy</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
</tbody>
</table>

Board Totals:  
Ayes:  
Nays:  
Absent:  
Abstain:  

Passed Unanimously:

________________________________
Mark Emmerson, President
Board of Directors

ATTEST:  
Cathy Lee, Secretary
MEMO

TO: Board of Directors

FROM: Cathy Lee, General Manager

DATE: May 4, 2021


Background:
California Water Code Section 21378 provides the authority and procedure to establish regular monthly meetings, and requires such date and time to be adopted in a resolution. The resolution must then be published in a newspaper once a week for two successive weeks.

Summary:
Carmichael Water District (District) Board of Director (Board) meetings are currently held on the third Tuesday of each calendar month at 6:00 PM. Staff propose Resolution 05032021-2 to change the meeting date to 7:00 PM starting with the May 2021 meeting through October 2021 meeting, as requested. The Board can choose to update the meeting dates and times for calendar year 2022 at the October meeting. The meeting day will remain the third Tuesday of every month. The proposed change would need to be reflected in Policy 9400: Board Meetings.

Recommendation:
Staff recommends that the Board approve Resolution 05042021-2, a Resolution changing the regularly scheduled Board meeting time and amending Directors Policy Manual No. 9400 reflecting the time change.

Attachments:
Attachment B – Policy 9400: Board Meetings (clean and markup)
CARMICHAEL WATER DISTRICT
RESOLUTION 05042021-2
A RESOLUTION CHANGING THE REGULARLY SCHEDULED CARMICHAEL WATER DISTRICT BOARD MEETING TIME AND AMENDING DIRECTORS POLICY MANUAL

WHEREAS, California Water Code Section 21378 (Section 21378) provides the authority and procedure to establish regular monthly meetings, and requires such date and time to be adopted in a resolution;

WHEREAS, Section 21378 states the change shall not be effective until the resolution proposing it has been published once a week for two successive weeks in a newspaper;

WHEREAS, regular meetings of the Carmichael Water District (District) Board of Directors (Board) were previously held on the third Tuesday of each calendar month at 6:00 PM in the Board Room at the Carmichael Water District Office;

BE IT RESOLVED, by the Board of Directors of the Carmichael Water District as follows:

1. Regular monthly meetings of the Carmichael Board of Directors shall be held on the third Tuesday of each calendar month at 7:00 PM in the Board Room at the Carmichael Water District Office commencing during the month of May 2021 through October 2021.

2. The General Manager is hereby directed to publish this resolution once a week for two successive weeks in a newspaper.

3. Policy 9400: Board Meetings is hereby amended to reflect this change and added to the Directors Policy Manual.

4. Existing policies or resolution in conflict with this resolution are hereby repealed.

PASSED AND ADOPTED by the Board of Directors by the following vote:

<table>
<thead>
<tr>
<th>Name</th>
<th>Vote</th>
<th>Vote</th>
<th>Vote</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Nelson</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Mark Emmerson</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Paul Selsky</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Ron Greenwood</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
<tr>
<td>Roy Leidy</td>
<td>Aye</td>
<td>Nay</td>
<td>Absent</td>
<td>Abstain</td>
</tr>
</tbody>
</table>

Board Totals: Ayes: Nays: Absent: Abstain:

Passed Unanimously: 
Motion Carried: 
Motion Not Carried: 

Signed after its passage this 4th day of May 2021:

_________________________________
Mark Emmerson, President
Board of Directors

______________________________
ATTEST: _______________________
Cathy Lee, Secretary
CARMICHAEL WATER DISTRICT
Directors’ Policy Manual

POLICY TITLE: Board Meetings

POLICY NUMBER: 9400

9400.10 Regular meetings
Regular meetings of the Board of Directors (Board) shall normally be held on the third Tuesday of each calendar month at 7:00 PM in the Board Room at the Carmichael Water District (District) Office. The Board meeting may, however, be scheduled at another date and time at the previous Board meeting. The date, time and place of regular Board meetings shall be approved annually at the October meeting of the Board for the next calendar year.

9400.20 Special meetings (non-emergency)
Special meetings (non-emergency) of the Board may be scheduled at a Regular Board meeting, may be called by the President of the Board (President) and one other member, or by three Board members.

9400.21 All Directors shall be notified by the General Manager of a special Board meeting and the purpose(s) for which it is called. Said notification shall be in the form of an agenda, delivered to them at least twenty-four (24) hours prior to the meeting.

9400.30 Special Meetings (emergency)
In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency special meeting without complying with the twenty-four (24) hour notice required in 9400.21, above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the General Manager, President, or Vice President in the President's absence.

9400.40 Adjourned Meetings
A majority vote by the Board may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place.

9400.50 Conduct of Meetings
All meetings of the Board shall comply with the Ralph M. Brown Act (California Government Code section 54950 et. seq.).

9400.51 The President of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

Carmichael Water District - Directors’ Policy Manual
Policy 9400 - “Board Meetings” - Page 1
Resolution 05042021-2, May 4, 2021
9400.52   The President and the General Manager shall insure that appropriate information is available for the audience at meetings of the Board, and that physical facilities for said meetings are functional and appropriate for the expected audience.

9400.60   Organizational Meeting - Every Year
The Board shall hold an organizational meeting at its first meeting in January. At this meeting the Board will elect a President and Vice President from among its members to serve for a one-year period, and will appoint the General Manager as the Board's Secretary and a District staff member as Assessor Collector/Treasurer.
POLICY TITLE: Board Meetings

POLICY NUMBER: 9400

9400.10 Regular meetings
Regular meetings of the Board of Directors (Board) shall normally be held on the third Tuesday of each calendar month at 7:00 PM in the Board Room at the Carmichael Water District (District) Office. The Board meeting may, however, be scheduled at another date and time at the previous Board meeting. The date, time and place of regular Board meetings shall be approved annually at the October, November or December meeting of the Board for the next calendar year.

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Special meetings (non-emergency) of the Board may be scheduled at a Regular Board meeting, may be called by the President of the Board (President) and one other member, or by three Board members.

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**Organizational Meeting - Every Year**
The Board shall hold an organizational meeting at its first meeting in January. At this meeting the Board will elect a President and Vice President from among its members to serve for a one-year period, and will appoint the General Manager as the Board's Secretary and a District staff member as Assessor Collector/Treasurer.
TO:    Board of Directors
FROM:  Matthew Medill, Engineering Manager
DATE:  May 4, 2021
RE:    Frontage Agreement with Sacramento County for the La Vista Tank and Booster Pump Station Project

Summary:

The District is proceeding with the La Vista Tank and Booster Pump Station Project. The project includes, but not limited to, frontage improvements to the pavement and drainage facilities within the public right-of-way along La Vista Avenue. Therefore, Sacramento County is requiring the District execute a Frontage Agreement to dedicate the improvements within the public right-of-way to the County and to agree to related County services. The La Vista Tank and Booster Pump Station Project budget included funding to cover the anticipated County services including plan checking and review, materials testing, site inspections, processing, permit issuance, and other services provided by the County. The Frontage Agreement establishes the conditions for which the District can construct the improvements with the public right-of-way. Attached please find a draft of the Frontage Agreement.

Fiscal Impact:

The District is dedicating the frontage improvements constructed as part of the La Vista Tank and Booster Pump Station Project within the public right of way to Sacramento County. The La Vista Tank Bond Fund has sufficient funds for the construction costs of the improvements, project management and administrative costs, and there is no other anticipated financial impact.

Recommendation:

Staff recommends that the Board authorize the General Manager to negotiate, modify as necessary, and execute a Frontage Agreement with Sacramento County for the La Vista Tank and Booster Pump Station Project.

Attachments:

Attachment A - Frontage Agreement
FRONTAGE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of __________, ____ by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter COUNTY, and Carmichael Water District _____________________________, a California Special District _____________________________, hereinafter PRINCIPAL.

1. Recitals. This Agreement is made with reference to the following background recitals:

   A. PRINCIPAL desires to develop and construct certain improvements on the real property located at La Vista Avenue, Carmichael, CA ____________________________ (“Property”) pursuant to the Sacramento County Code.

   B. The improvement plans approved by COUNTY on ____ day of __________, ____ for the Property La Vista Tank and Booster Pump Station Project ____________________________ (Project Name) require certain public frontage agreements such as drainage facilities, sewer facilities, sewer facilities, curbs, gutters, sidewalks, and other facilities (collectively, the “Improvements”).

2. Dedication of Property. COUNTY agrees, on behalf of the public, to accept PRINCIPAL’s dedication of the Property subject to the terms and conditions stated in this Agreement.

3. Construction of Improvements. PRINCIPAL, at its sole cost and expense, agrees to construct the Improvements in accordance with COUNTY’s Improvement Standards within __________ months of the date of this Agreement. PRINCIPAL shall notify the COUNTY Engineer or his designee of the commencement of said work. If construction of the Improvements is delayed without the fault of PRINCIPAL, COUNTY may extend, for such period of time that COUNTY deems reasonable, the time for completing the work. Such work shall be completed to a safe condition satisfactory to the COUNTY Engineer or his designee. In the event that construction of the Improvements is not completed within the time limit specified in this section, or facilities on the Property are occupied before the Improvements are completed, or the work is suspended, or the Property is left in a condition that is detrimental to public health and safety, COUNTY may take action to complete construction of the Improvements or to collect unpaid fees and costs by calling in the security described in section 7.

4. Payment of Fees.

   A. PRINCIPAL agrees to promptly pay, when due, all costs for plan checking and review, materials testing, site inspections, processing, permit issuance, and other services performed by COUNTY.

   B. If any deposit or payment requested by COUNTY is not timely made, COUNTY shall notify PRINCIPAL and PRINCIPAL will have 10 days to cure the default. If deposit or payment has not been made within the 10-day period or if the deposited funds become depleted, COUNTY will suspend all work on the processing of any entitlements relating to development on the Property pending receipt of the deposit or payment. If the deposit or payment remains unpaid, then COUNTY may terminate this Agreement by giving written notice of termination to PRINCIPAL and ceasing all such processing work. Any deposits remaining upon termination of this Agreement shall be refunded without interest to PRINCIPAL.
C. Interest shall accrue at the highest rate permitted by law on all payments from the date such payment is due.

D. COUNTY agrees to keep and maintain accurate bookkeeping records relating to any payments made under this Agreement, including all deposits paid to COUNTY and all COUNTY costs paid or reimbursed by PRINCIPAL. PRINCIPAL may review, inspect, copy, and audit these records, including all source documents, upon request.

5. **Acceptance of Improvements.** COUNTY’s acceptance of the Improvements shall be evidenced by a written notice of acceptance from COUNTY to PRINCIPAL. COUNTY shall provide such written acceptance when the COUNTY’s Deputy County Executive for Public Works and Infrastructure (“COUNTY Executive”) or designee determines that the Improvements have been completed to his satisfaction. By such acceptance, COUNTY agrees to maintain the Improvements subject to section 6 below.

6. **Maintenance Guarantee.** PRINCIPAL unconditionally guarantees, for twelve (12) months from the date of COUNTY’s written notice of acceptance of the Improvements, all Improvements constructed, installed and furnished under this Agreement. During the one year guarantee period, PRINCIPAL, at its sole cost and expense, shall correct, repair, replace or reconstruct to the satisfaction of the COUNTY Executive or designee any and all Improvements, the construction, installation and/or materials of which may prove defective, nonconforming or improperly installed, ordinary wear and tear excepted.

7. **Security Required.**

A. PRINCIPAL shall furnish to COUNTY a security bond, issued by a corporate surety authorized to do business in the State of California and in the form approved by COUNTY, in an amount equal to 100% of the total estimated cost of the Improvements to secure PRINCIPAL’s faithful performance of the work. The amount of the security bond shall be the sum of $8,381,907.

B. In lieu of such bond, PRINCIPAL may furnish another security, in a form satisfactory to the COUNTY Executive or designee, pledging that funds necessary to construct the Improvements are available and guaranteed for payment on demand.

C. Where PRINCIPAL furnishes to COUNTY the security described in section 7(B) above, PRINCIPAL may request the COUNTY Executive or his designee to inspect the work as it progresses. If COUNTY finds the work to be in accordance with COUNTY requirements and standards, COUNTY may accept the work as it progresses, and a partial refund of any cash deposit, if applicable, shall be provided to PRINCIPAL in a sum in the same ratio to the total deposit as the work accepted bears to the total work necessary to complete construction of the Improvements. No refunds in excess of 90% of the total amount of the deposit shall be made until the Improvements have been completed and accepted by COUNTY. The COUNTY Executive’s or designee’s determination as to the amount of work done and the amount of refund to be paid, if any, shall be final and conclusive.

D. Where PRINCIPAL furnishes the security bond described in section 7(A) above, such bond may be released as the work progresses and is accepted in the same manner and under the same conditions as the cash deposit may be refunded.

E. Procurement and delivery of the security described above shall be a condition precedent to COUNTY’s acceptance of the Improvements.
F. In the event that it becomes necessary for COUNTY to enforce the obligations secured by the security furnished by PRINCIPAL, COUNTY shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided in Government Code section 66499.4.

8. **Indemnity.** PRINCIPAL shall indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

9. **General Provisions.**

A. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning its subject matter. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter, except those other documents (if any) that are referenced in this Agreement.

B. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

C. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

D. PRINCIPAL’s obligations under this Agreement are personal obligations of PRINCIPAL and they do not automatically "run with" the Property. PRINCIPAL cannot assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of COUNTY, which consent shall not be unreasonably withheld.

COUNTY OF SACRAMENTO, a political subdivision of the State of California.

By: ____________________________
   Robert A. Davison
   County Engineer

PRINCIPAL

By: ____________________________
   Name: Cathy Lee
   Title: General Manager