

MURPHYS SANITARY DISTRICT

"To provide the highest level of collection, treatment and disposal of wastewater at the lowest cost possible to the user of the Murphys Sanitary District."

Regular Board Meeting
Thursday, February 09, 2023
10:00 a.m.



Murphys Sanitary District Office
15 Ernest Street
Murphys, CA 95247

AGENDA

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

[Join the meeting Click Here](#)
[Meeting Number](#)

Meeting Password: 02092023

Join by phone 1-415-655-0001 Access code 2557 564 2176

CALL TO ORDER\ PLEDGE OF ALLEGIANCE

1. **Roll Call**

2. **Agenda Changes**

3. **Public Comment** (*Limit 5 minutes per person*) on items not appearing on agenda.

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda.

4. **Consent Agenda - Discussion\Possible Action** The following items are expected to be routine non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

- a) Adopt Res. 2023-03 Re-Authorizing Remote Teleconference Meetings of The Legislative Bodies of Murphys Sanitary District for The Period February 14, 2023-February 28, 2023 Pursuant to Brown Act Provision (*page 1*)
- b) Financial Reports January 2023 (*page 3*)
- c) Minutes: 01/12/2023 Regular Meeting (*page 13*)

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian

<https://www.murphyssd.org>

Resolution 2023-03

s. New Business

- a) USB T-Bill Investment #4 maturity date 2/16/2023, attachment-Discussion/Action (*page 16*)
- b) AALR Legal Counsel Proposal, attachment-Discussion/Action (*page 17*)
- c) California Form 700-Statement of Economic Interests due 4/1, handout-Discussion/Action

t. Old Business

- a) Teleconferencing Requirements, attachment-Discussion/Action (*page 49*)

u. Staff Reports

- a) Administration (*page 53*)
- b) Operations (*page 54*)

v. Board and Committee Reports

- a) AdHoc Employee Benefit Review Committee
- b) AdHoc Budget/Finance Review Committee

w. Future Agenda Items

x. Next Regular Meeting: March 09, 2023 10:00 a.m.

y. CLOSED SESSION

- a) Public Employee Personnel/Manager Performance
(Government Code Section 54957 (b)(1)(2))

z. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the **Murphys Sanitary District at 209-728-3094**. Notification in advance of the meeting will enable MSD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at MSD for review by the public.

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MURPHYS SANITARY DISTRICT PROCLAIMING A LOCAL EMERGENCY
PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY
BY EXECUTIVE ORDER N-29-20 MARCH 4, 2020, AND RE-AUTHORIZING
REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF
MURPHYS SANITARY DISTRICT FOR THE
PERIOD FEBRUARY 14, 2023 THROUGH FEBRUARY 28, 2023
PURSUANT TO BROWN ACT PROVISIONS.

RESOLUTION NO. 2023-03

WHEREAS, the MURPHYS SANITARY DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of MURPHYS SANITARY DISTRICT's legislative body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the district's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the district, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the district, specifically Executive Order N-15-20 March 4, 2020 and

WHEREAS, social distancing is recommended; and

WHEREAS, the Board of Directors does hereby find that due to the COVID-19 pandemic, and social distancing orders and conditions causing imminent risk to attendees, has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and

desires to affirm a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative body of Murphys Sanitary District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, Murphys Sanitary District will make available to the public online remote access via WebEx.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF Murphys Sanitary District DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the district and proclaims that a local emergency persists throughout the district.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Administration Manager or staff and legislative body of Murphys Sanitary District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) **February 28, 2023**, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Murphys Sanitary District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Murphys Sanitary District, this 12th day of January, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paige McMath-Jue
Board President

ATTEST:

Marty Mellera, Secretary



Murphys Sanitary District STAFF REPORT

DATE: February 09, 2023
TO: Honorable Members of the Board
FROM: Kristina Fillmore, Administration Manager
SUBJECT: January 2023 Financial Report

Financial Report Includes:

- Balance Sheet Previous Year Comparison January 31, 2023 & January 31, 2022
- Expense Disbursement Report for January 2023
- Budget vs Actual Operating Budget Report Year to Date July 1, 2022-January 2023
- Budget vs Actual Reserve Budget Report Year to Date July 1, 2022-January 2023
- Income and Expense Graph for January 2023

Report Summary for January 2023-Target 58%

Total income for January was \$160,317.70 which includes a LAIF quarterly interest deposit of \$6,310.12 and a check for the property tax distribution for \$77,829.19. All reported January income is at 60%.

Total expenses for January were \$58,883.70. Notable increase in Administration Supplies due to ordering bulk MSD statement envelopes and return envelopes. Overall reported January expenses is at 56%.

Reserve budget report is attached for review.

Included in this report is also a color graph of income and expenses for informational purpose only. This graph also includes capital repair and maintenance.

Lastly, is a fund balance report as of January 31, 2023. This report is a draft template pending further review.

9:53 AM

02/02/23

Murphys Sanitary District
Balance Sheet Prev Year Comparison
As of January 31, 2023

	Jan 31, 23	Jan 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Operating Fund	121,242.95	177,282.77	-56,039.82	-31.6%
Cash Drawer	200.00	200.00	0.00	0.0%
Fund Accounts				
UBS Investments				
UBS #6 T-Bill 05-25-23 4.58%	200,000.00	0.00	200,000.00	100.0%
UBS #5 T-Bill 03-23-223 3.78%	200,000.00	0.00	200,000.00	100.0%
UBS #4 T-Bill 02-16-23 2.99%	200,000.00	0.00	200,000.00	100.0%
UBS #3 T-Bill 07-13-23 4.67%	200,000.00	0.00	200,000.00	100.0%
UBS #2 T-Bill 06-22-23 4.65%	200,000.00	0.00	200,000.00	100.0%
UBS #1 T-Bill 05-11-23 4.45%	200,000.00	0.00	200,000.00	100.0%
Total UBS Investments	1,200,000.00	0.00	1,200,000.00	100.0%
LAIF	1,132,434.03	1,840,732.64	-708,298.61	-38.5%
UBS CD 3	0.00	100,000.00	-100,000.00	-100.0%
Total Fund Accounts	2,332,434.03	1,940,732.64	391,701.39	20.2%
Total Checking/Savings	2,453,876.98	2,118,215.41	335,661.57	15.9%
Accounts Receivable				
11000 · Accounts Receivable	-6,735.59	-9,091.20	2,355.61	25.9%
Total Accounts Receivable	-6,735.59	-9,091.20	2,355.61	25.9%
Other Current Assets				
Prepaid Expenses	0.00	32,045.33	-32,045.33	-100.0%
CIP WWTP Upgrade II	22,884.95	14,527.45	8,357.50	57.5%
Const. Grant Receivables	0.00	112,071.00	-112,071.00	-100.0%
Deferred Outflows-Contribution	231,370.00	69,905.00	161,465.00	231.0%
Grant Funds Receivables	0.00	22,892.17	-22,892.17	-100.0%
Rent Deposit	0.00	600.00	-600.00	-100.0%
12000 · Undeposited Funds	60.00	1,298.50	-1,238.50	-95.4%
Total Other Current Assets	254,314.95	253,339.45	975.50	0.4%
Total Current Assets	2,701,456.34	2,362,463.66	338,992.68	14.4%
Other Assets				
15 Ernest St	401,873.39	400,000.00	1,873.39	0.5%
Capital WWTP Upgrade 2021	5,036,791.47	5,036,791.47	0.00	0.0%
Accumulated Depreciation	-2,179,413.48	-1,911,254.48	-268,159.00	-14.0%
Donated Property	1,440,389.00	1,440,389.00	0.00	0.0%
Land	274,091.29	274,091.29	0.00	0.0%
Collection Expansion	216,729.72	216,729.72	0.00	0.0%
Capital Equipment	181,671.83	181,671.83	0.00	0.0%
Capital Administration	7,185.80	7,185.80	0.00	0.0%
Capital Improvement-Treatment	1,889,462.22	1,880,068.90	9,393.32	0.5%
Capital Improvement-Collection	14,220.66	7,824.00	6,396.66	81.8%
Subsurface Lines	1,797,846.73	1,797,846.73	0.00	0.0%
Total Other Assets	9,080,848.63	9,331,344.26	-250,495.63	-2.7%
TOTAL ASSETS	11,782,304.97	11,693,807.92	88,497.05	0.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	-385.80	0.00	-385.80	-100.0%
Total Accounts Payable	-385.80	0.00	-385.80	-100.0%
Other Current Liabilities				
Compensated Absences	29,497.89	24,034.36	5,463.53	22.7%
Accrued Interest	2,939.80	5,117.32	-2,177.52	-42.6%
2400 · Payroll Liabilities	-0.03	0.00	-0.03	-100.0%

9:53 AM

02/02/23

Murphys Sanitary District
Balance Sheet Prev Year Comparison
As of January 31, 2023

	Jan 31, 23	Jan 31, 22	\$ Change	% Change
Total Other Current Liabilities	32,437.66	29,151.68	3,285.98	11.3%
Total Current Liabilities	32,051.86	29,151.68	2,900.18	10.0%
Long Term Liabilities				
Rental Deposit 15 Ernest Ste B	850.00	0.00	850.00	100.0%
SWRCB Loan WWTP Upgrade	979,932.72	1,003,397.00	-23,464.28	-2.3%
Deferred Inflows-Actuarial	59,169.00	3,618.00	55,551.00	1,535.4%
Net Pension Liability	67,087.00	181,426.00	-114,339.00	-63.0%
Total Long Term Liabilities	1,107,038.72	1,188,441.00	-81,402.28	-6.9%
Total Liabilities	1,139,090.58	1,217,592.68	-78,502.10	-6.5%
Equity				
CAPITAL WWTP Bridge Loan	2,134,562.50	2,134,562.50	0.00	0.0%
Capital Balances				
Fund Balance	3,759,539.44	3,759,539.44	0.00	0.0%
Total Capital Balances	3,759,539.44	3,759,539.44	0.00	0.0%
3200 · Retained Earnings	4,679,965.78	4,411,598.89	268,366.89	6.1%
Net Income	69,146.67	170,514.41	-101,367.74	-59.5%
Total Equity	10,643,214.39	10,476,215.24	166,999.15	1.6%
TOTAL LIABILITIES & EQUITY	11,782,304.97	11,693,807.92	88,497.05	0.8%

12:31 PM

02/02/23

Murphys Sanitary District Expense Disbursement Report January 2023

Type	Date	Num	Name	Memo	Amount
Jan 23					
Check	01/01/2023	ACH	coPOWER	Dental & Vision Insurance	-266.59
Check	01/03/2023	ACH	Vanco Services	Vanco Service Fees	-94.00
Bill Pmt -Check	01/04/2023	10207	AT&T Internet - Six ...	Internet Six Mile	-53.50
Bill Pmt -Check	01/04/2023	10208	Calaveras County E...	Environmental Health/Hazmat ...	-262.00
Bill Pmt -Check	01/04/2023	10209	Carbon Copy	Copy Machine - Office	-19.88
Bill Pmt -Check	01/04/2023	10210	Comcast- Emerald ...	Emerald Creek - Alarm Access	-102.29
Bill Pmt -Check	01/04/2023	10211	Comcast Business	Office - Phone/Internet	-135.60
Bill Pmt -Check	01/04/2023	10212	Gold Electric, Inc.	15 Ernest Street Office/Rental -...	-3,927.00
Bill Pmt -Check	01/04/2023	10213	Mountain Oasis Wa...	Drinking Water	-55.00
Bill Pmt -Check	01/04/2023	10214	Carbon Copy	Copy Machine - Six mile	-34.28
Bill Pmt -Check	01/04/2023	10215	Kim Delbar Cleanin...	Office Cleaning Monthly Januar...	-60.00
Bill Pmt -Check	01/04/2023	10216	Landscaper Alfredo ...	Yard maintenance Office Buildi...	-200.00
Bill Pmt -Check	01/05/2023	10217	Alpha	Influent Monthly Monitoring	-271.00
Bill Pmt -Check	01/09/2023	10218	Aramark	Uniform Service	-206.26
Bill Pmt -Check	01/09/2023	10219	Modesto Welding P...	Argon rental and Oxygen charg...	-14.00
Bill Pmt -Check	01/09/2023	10220	Calaveras Power A...	WWTP - Electric	-4,778.23
Bill Pmt -Check	01/09/2023	10221	The Red Store	Ice Melt	-29.90
Bill Pmt -Check	01/09/2023	10222	UPUD	26 Emerald Creek - 006855-001	-67.00
Bill Pmt -Check	01/09/2023	10223	UPUD	735 Six Mile - M 006179-000	-67.00
Bill Pmt -Check	01/09/2023	10224	UPUD	735 Six Mile - M 006176-000	-67.00
Bill Pmt -Check	01/09/2023	10225	UPUD	15 Ernest St - M 006855-003	-134.00
Paycheck	01/11/2023	10226	Fillmore, Kristina V	Payroll 01/11/2023	-1,844.34
Paycheck	01/11/2023	10227	Hemstad, Eric N	Payroll 01/11/2023	-1,879.27
Paycheck	01/11/2023	10228	Milliken, Amy R	Payroll 01/11/2023	-1,076.06
Paycheck	01/11/2023	10229	Mote, Summer Y	Payroll 01/11/2023	-481.53
Paycheck	01/11/2023	10230	Murphy, Daniel W.	Payroll 01/11/2023	-3,143.31
Paycheck	01/11/2023	10231	Onstad, Joseph C	Payroll 01/11/2023	-2,146.88
Bill Pmt -Check	01/11/2023	10232	Pegboard	Envelopes	-1,568.55
Bill Pmt -Check	01/11/2023	10233	Bruce Miller	IRWM - October/November	-100.00
Liability Check	01/11/2023	ACH	EDD	Payroll Taxes 01/11/2023	-655.79
Liability Check	01/11/2023	ACH	EFTPS Federal Tax...	Payroll Taxes 01/11/2023	-3,253.24
Bill Pmt -Check	01/12/2023	10234	Bruce Miller	Regular Board Meeting - Janua...	-100.00
Bill Pmt -Check	01/12/2023	10235	Joseph Fontana	Regular Board Meeting - Janua...	-100.00
Bill Pmt -Check	01/12/2023	10236	Paige Mihlinich Mc ...	Regular Board Meeting - Janua...	-100.00
Check	01/15/2023	ACH	CalPERS Health In...	Medical Insurance	-9,391.82
Bill Pmt -Check	01/17/2023	10237	Mother Lode Answe...	Answering Service	-298.00
Liability Check	01/18/2023	ACH	CalPERS	Payroll 01/11/2023	-2,403.17
Bill Pmt -Check	01/19/2023	10238	Black Water Consul...	Collection Sewer Rep & WWT...	-18,928.00
Bill Pmt -Check	01/19/2023	10239	PGE-Emerald Cree...	Emerald Creek - Electric	-171.66
Bill Pmt -Check	01/19/2023	10240	PGE-Office	Office - Electric	-249.47
Bill Pmt -Check	01/19/2023	10242	AT&T Internet - Office	VOID: Office - Internet - Didn't ...	0.00
Bill Pmt -Check	01/19/2023	10243	AT&T Internet - Office	Office - Internet	-21.22
Bill Pmt -Check	01/19/2023	10244	AT&T Murphys Gra...	Murphys Grade - Alarm Access	-128.00
Bill Pmt -Check	01/19/2023	10245	AT&T Six Mile Phone	Six Mile - Phone	-100.00
Bill Pmt -Check	01/19/2023	10246	Jay Ashley	Internet Service Set Up	-65.00
Bill Pmt -Check	01/23/2023	10247	US Bank	Misc Supplies; Fuel; Waste; Wi...	-3,484.33
Bill Pmt -Check	01/25/2023	10249	Cindy Secada	Overpayment Returned by Cal...	-178.52
Bill Pmt -Check	01/25/2023	10250	Comcast- Emerald ...	Emerald Creek - Alarm Access	-109.19
Bill Pmt -Check	01/25/2023	10251	Comcast Business	Office Internet/Phone	-307.68
Paycheck	01/25/2023	10252	Fillmore, Kristina V	Payroll 01/25/2023	-1,792.44
Paycheck	01/25/2023	10253	Hemstad, Eric N	Payroll 01/25/2023	-1,804.27
Paycheck	01/25/2023	10254	Milliken, Amy R	Payroll 01/25/2023	-873.26
Paycheck	01/25/2023	10255	Mote, Summer Y	Payroll 01/25/2023	-533.13
Paycheck	01/25/2023	10256	Murphy, Daniel W.	Payroll 01/25/2023	-2,894.69
Paycheck	01/25/2023	10257	Onstad, Joseph C	Payroll 01/25/2023	-2,290.04
Liability Check	01/25/2023	ACH	EDD	Payroll Tax 01/25/2023	-600.12
Liability Check	01/25/2023	ACH	EFTPS Federal Tax...	Payroll Tax 01/25/2023	-3,071.92
Bill Pmt -Check	01/25/2023	10258	Signal Service	Alarm System	-385.80
Liability Check	01/25/2023	ACH	CalPERS	CalPERS Retirement 01/25/2023	-2,356.90
Check	01/25/2023	ACH	CalPERS Health In...	Health Insurance	-3,130.61
Bill Pmt -Check	01/26/2023	10259	Carbon Copy	Shop Machine	-15.13
Bill Pmt -Check	01/26/2023	10260	Carbon Copy	Copy Machine - office	-25.18
Check	01/26/2023	10261	HOS0001	HOS0001	-28.00
Jan 23					

9:53 AM

02/02/23

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Monthly Billing				
4100 · Srv Chrgs - Residential	389,026.12	666,440.00	-277,413.88	58.4%
4102 · Srv Chrgs - Apartments	22,260.00	38,160.00	-15,900.00	58.3%
4104 · Srv Chrgs - Lodges/Churches	2,520.00	4,320.00	-1,800.00	58.3%
4106 · Srv Chrgs - School	2,492.00	4,272.00	-1,780.00	58.3%
4108 · Srv Chrgs - Commercial	105,622.20	178,695.00	-73,072.80	59.1%
Total Monthly Billing	521,920.32	891,887.00	-369,966.68	58.5%
Misc Income				
4999 · Rental Income	4,550.00	7,800.00	-3,250.00	58.3%
4110 · Pln Chk & Inspection Fees	325.00	500.00	-175.00	65.0%
4111 · Late Fees	1,477.37	2,500.00	-1,022.63	59.1%
4120 · Taxes	86,266.37	135,000.00	-48,733.63	63.9%
4130 · Other Services	1,300.00	1,800.00	-500.00	72.2%
4140 · General Reserve Interest				
4141 · LAIF Interest	13,153.94	0.00	13,153.94	100.0%
4140 · General Reserve Interest - Other	2,603.82	4,000.00	-1,396.18	65.1%
Total 4140 · General Reserve Interest	17,164.22	4,000.00	13,164.22	429.1%
4150 · Vacant lot Billing	200.00	1,600.00	-1,400.00	12.5%
4160 · Refunds - Rebates	326.03	500.00	-173.97	65.2%
4170 · Connection Fees	0.00	0.00	0.00	0.0%
Total Misc Income	111,608.99	153,700.00	-42,091.01	72.6%
Reserves				
4200 · Capital Reserves	0.00	0.00	0.00	0.0%
Total Reserves	0.00	0.00	0.00	0.0%
Grant Income				
4901.00 · WWTP Upgrade Grant Receipts	0.00	0.00	0.00	0.0%
Total Grant Income	0.00	0.00	0.00	0.0%
Total Income	633,529.31	1,045,587.00	-412,057.69	60.6%
Gross Profit	633,529.31	1,045,587.00	-412,057.69	60.6%
Expense				
Wages				
5001.00 · Wages - Operations	115,508.96	211,855.00	-96,346.04	54.5%
5001.50 · Wages - Office	100,964.13	159,233.31	-58,269.18	63.4%
5002.00 · Overtime - Operations	4,087.13	6,000.00	-1,912.87	68.1%
5002.50 · Overtime - Office	0.00	500.00	-500.00	0.0%
5005.00 · On-Call Comp - Operations	9,000.00	15,600.00	-6,600.00	57.7%
Total Wages	229,560.22	393,188.31	-163,628.09	58.4%
Employee Benefits				
5010.00 · Health Insurance - Operations	60,452.25	108,000.00	-47,547.75	56.0%
5010.50 · Health Insurance Administration	24,309.29	42,000.00	-17,690.71	57.9%
5015.00 · Accrued Vac - Operations	0.00	3,951.00	-3,951.00	0.0%
5015.50 · Accrued Vac - Administration	0.00	1,701.00	-1,701.00	0.0%
5020 · Pension Expense				
5020.10 · Contra Pension Expense	4,397.00	18,174.00	-13,777.00	24.2%
5020.00 · calPERS Retirement - Operations	9,459.98	16,785.95	-7,325.97	56.4%
5020.50 · calPERS Retirement - Admin	4,353.12	10,135.00	-5,781.88	43.0%
Total 5020 · Pension Expense	18,210.10	45,094.95	-26,884.85	40.4%
Total Employee Benefits	102,971.64	200,746.95	-97,775.31	51.3%
PR Taxes				
5030.50 · FICA-Medicare	20,529.41	36,438.80	-15,909.39	56.3%
Total PR Taxes	20,529.41	36,438.80	-15,909.39	56.3%
WORKERS' COMPENSATION				
5040.00 · Workers' Comp – Operations	15,897.80	16,000.00	-102.20	99.4%
5040.50 · Workers' Comp. – Administration	700.00	700.00	0.00	100.0%
Total WORKERS' COMPENSATION	16,597.80	16,700.00	-102.20	99.4%

9:53 AM

02/02/23

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
OPERATIONS - Maint & Repairs				
6001.10 · R&M - Collection	1,397.84	3,000.00	-1,602.16	46.6%
6001.20 · R&M - Treatment	1,475.57	3,000.00	-1,524.43	49.2%
6002.40 · R&M - Truck	243.50	4,000.00	-3,756.50	6.1%
6003.40 · R&M - Tractor	71.08	1,000.00	-928.92	7.1%
6004.40 · R&M - Trailer-Trash Pumps	0.00	500.00	-500.00	0.0%
6005.40 · R&M - Hydro Equipment	747.74	1,000.00	-252.26	74.8%
6006.40 · R&M - Sml Tools & Equipment	871.86	1,000.00	-128.14	87.2%
Total OPERATIONS - Maint & Repairs	4,807.59	13,500.00	-8,692.41	35.6%
OPERATIONS - Supplies				
6010.00 · Equipment Rental	0.00	350.00	-350.00	0.0%
6011.00 · Gas-Oil-Fuel	2,787.22	9,500.00	-6,712.78	29.3%
6012.10 · Supplies - Collection	189.54	1,500.00	-1,310.46	12.6%
6012.20 · Supplies - Treatment	17,818.12	35,000.00	-17,181.88	50.9%
6013.00 · Safety Supplies	352.00	1,000.00	-648.00	35.2%
6014.00 · Tools - Equipment CIP	0.00	0.00	0.00	0.0%
6015.00 · Uniforms	1,512.49	4,000.00	-2,487.51	37.8%
Total OPERATIONS - Supplies	22,659.37	51,350.00	-28,690.63	44.1%
OPERATIONS - Utilities				
6021.10 · Electric - Water Collection	11,891.36	20,440.00	-8,548.64	58.2%
6021.20 · Elec. - Water - Garbage WWTP	25,358.58	40,304.00	-14,945.42	62.9%
6022.00 · Telephone - Internet	3,729.59	4,600.00	-870.41	81.1%
Total OPERATIONS - Utilities	40,979.53	65,344.00	-24,364.47	62.7%
OPERATIONS - Other				
6031.20 · Education Operations	1,287.00	3,000.00	-1,713.00	42.9%
6032.20 · Research - Monitoring	10,108.27	24,000.00	-13,891.73	42.1%
6033.00 · Answering Service	1,870.00	3,600.00	-1,730.00	51.9%
6034.00 · Security-Alarm Service	2,023.15	7,500.00	-5,476.85	27.0%
Total OPERATIONS - Other	15,288.42	38,100.00	-22,811.58	40.1%
ADMINISTRATIVE - Rents - Leases				
7050.10 · Rents & Leases - Collection	720.00	720.00	0.00	100.0%
7050.50 · Rents & Leases	0.00	0.00	0.00	0.0%
Total ADMINISTRATIVE - Rents - Leases	720.00	720.00	0.00	100.0%
ADMINISTRATIVE - Supplies				
7011.00 · Office Supplies - Operations	968.81	2,500.00	-1,531.19	38.8%
7011.50 · Office Supplies - Admin	6,206.57	4,000.00	2,206.57	155.2%
7012.50 · Postage	563.35	3,300.00	-2,736.65	17.1%
7013.50 · Printing	0.00	300.00	-300.00	0.0%
7014.00 · Publications - Operations	0.00	300.00	-300.00	0.0%
7015.50 · Office Equipment - Software	2,100.88	3,000.00	-899.12	70.0%
7016.50 · Website-email Expenses	395.24	500.00	-104.76	79.0%
Total ADMINISTRATIVE - Supplies	10,234.85	13,900.00	-3,665.15	73.6%
ADMINISTRATIVE - Utilities				
7021.50 · Electric - Water Office	2,407.81	3,828.00	-1,420.19	62.9%
7022.50 · Telephone-Internet Access	2,890.13	4,400.00	-1,509.87	65.7%
Total ADMINISTRATIVE - Utilities	5,297.94	8,228.00	-2,930.06	64.4%
ADMINISTRATIVE - Other				
7030.50 · Bank Charges - Vanco Fees	780.66	1,200.00	-419.34	65.1%
7031.50 · County Lien Costs -Mileage	381.56	500.00	-118.44	76.3%
7034.50 · Education	2,541.23	3,000.00	-458.77	84.7%
7035.50 · Memberships	13,181.90	10,500.00	2,681.90	125.5%
7036.50 · Grant Expenses	0.00	2,500.00	-2,500.00	0.0%
7099.50 · 15 Ernest St Building RM	1,550.00	3,000.00	-1,450.00	51.7%
Total ADMINISTRATIVE - Other	18,435.35	20,700.00	-2,264.65	89.1%
ADMINISTRATIVE - Insurance				
7040.50 · Liability - Property Ins	29,811.60	29,000.00	811.60	102.8%
Total ADMINISTRATIVE - Insurance	29,811.60	29,000.00	811.60	102.8%
ADMINISTRATIVE – Professional				
7054.50 · Office Cleaning	420.00	720.00	-300.00	58.3%
7053.50 · Accounting Services	9,700.00	9,700.00	0.00	100.0%
7051.50 · Professional-Legal Services	0.00	6,000.00	-6,000.00	0.0%
7052.50 · Board Expenses	5,772.97	11,000.00	-5,227.03	52.5%
Total ADMINISTRATIVE – Professional	15,892.97	27,420.00	-11,527.03	58.0%

9:53 AM

02/02/23

Murphys Sanitary District
Profit & Loss Budget vs. Actual-Operating Budget
July 2022 through June 2023

	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
ADMINISTRATIVE - License-Permit				
7070.00 · State Permits-Reporting	28,402.00	41,000.00	-12,598.00	69.3%
7071.00 · Plan Check Permits -	225.00	500.00	-275.00	45.0%
Total ADMINISTRATIVE - License-Permit	28,627.00	41,500.00	-12,873.00	69.0%
ADMINISTRATIVE - Advertising				
7080.50 · Advertising	52.50	750.00	-697.50	7.0%
7081.50 · Customer Outreach	398.75	750.00	-351.25	53.2%
Total ADMINISTRATIVE - Advertising	451.25	1,500.00	-1,048.75	30.1%
ADMINISTRATIVE – Engineering				
8500.50 · Engineering-General	3,796.75	7,500.00	-3,703.25	50.6%
Total ADMINISTRATIVE – Engineering	3,796.75	7,500.00	-3,703.25	50.6%
ADMINISTRATIVE - Debt Service				
9030.00 · WWTP Upgrade SRF Loan	0.00	43,670.48	-43,670.48	0.0%
Total ADMINISTRATIVE - Debt Service	0.00	43,670.48	-43,670.48	0.0%
Total Expense	566,661.69	1,009,506.54	-442,844.85	56.1%
Net Ordinary Income	66,867.62	36,080.46	30,787.16	185.3%
Net Income	66,867.62	36,080.46	30,787.16	185.3%

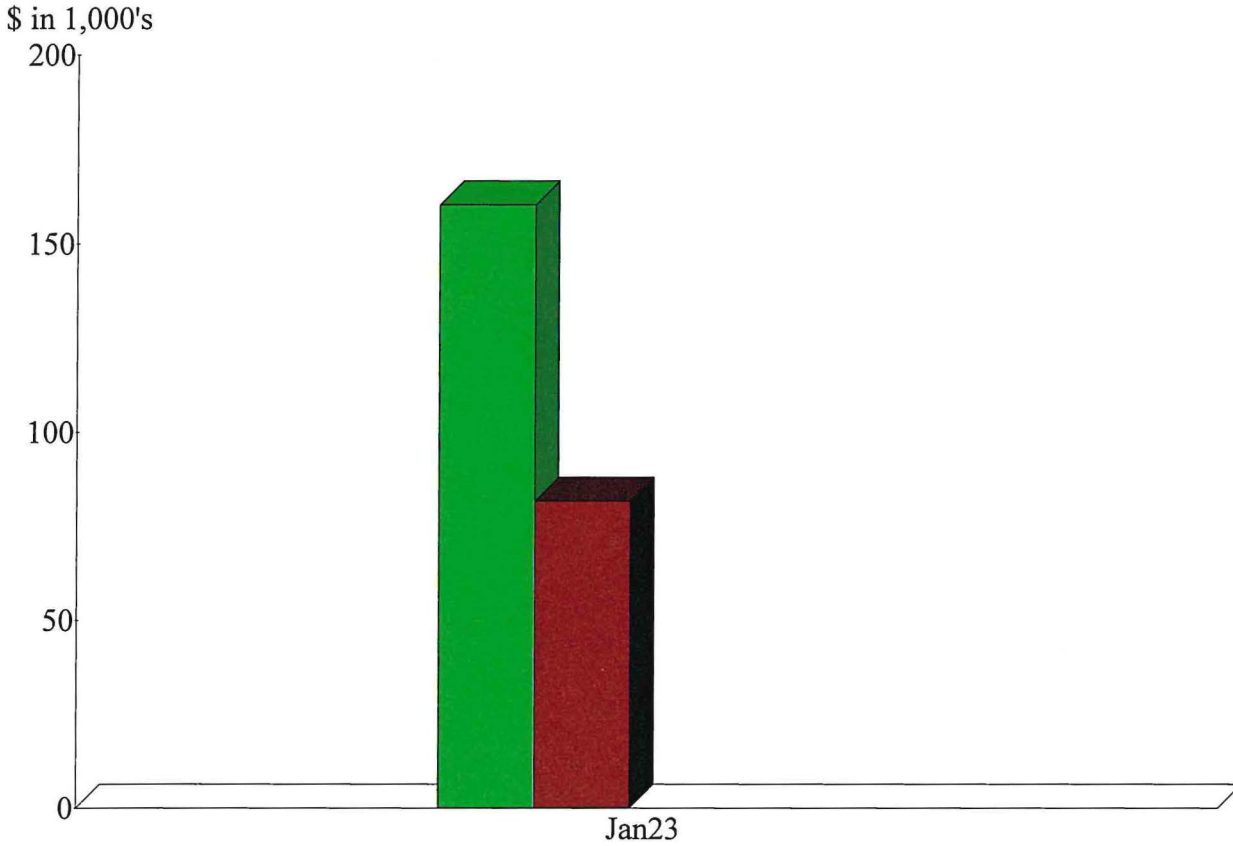
9:47 AM

02/02/23

Murphys Sanitary District
Profit & Loss Budget vs. Actual - Reserve Budget
 July 2022 through June 2023

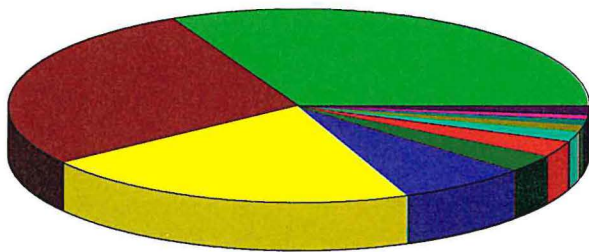
	Jul '22 - Jun 23	Budget	\$ Over Budget	% of Budget
Other Income/Expense				
Other Income				
CAPITAL INCOME				
Grant Funds-Plant Upgrade II	0.00	390,000.00	-390,000.00	0.0%
Grant Funds-Collection System	0.00	3,500,000.00	-3,500,000.00	0.0%
Cash from Operating Account	0.00	36,080.46	-36,080.46	0.0%
Connection Fees Collected	60,000.00	40,000.00	20,000.00	150.0%
Total CAPITAL INCOME	<u>60,000.00</u>	<u>3,966,080.46</u>	<u>-3,906,080.46</u>	<u>1.5%</u>
Total Other Income	60,000.00	3,966,080.46	-3,906,080.46	1.5%
Other Expense				
CAPITAL REPAIR & MAINTENANCE				
9016.10 · CollectionSystem Replacement 22	40,922.00	3,500,000.00	-3,459,078.00	1.2%
9999.00 · 15 Ernest St Improvements	3,927.00	15,000.00	-11,073.00	26.2%
9007.00 · Capital Equipment	9,393.32	22,600.00	-13,206.68	41.6%
9021.00 · C I P Projects	0.00	0.00	0.00	0.0%
9022.00 · CIP - WWTP Upgrade Part II	7,604.00	390,000.00	-382,396.00	1.9%
Total CAPITAL REPAIR & MAINTENANCE	<u>61,846.32</u>	<u>3,927,600.00</u>	<u>-3,865,753.68</u>	<u>1.6%</u>
Total Other Expense	61,846.32	3,927,600.00	-3,865,753.68	1.6%
Net Other Income	<u>-1,846.32</u>	<u>38,480.46</u>	<u>-40,326.78</u>	<u>-4.8%</u>
Net Income	<u>-1,846.32</u>	<u>38,480.46</u>	<u>-40,326.78</u>	<u>-4.8%</u>

Income and Expense by Month
January 2023



Expense Summary
January 2023

Wages	32.19%
CAPITAL REPAIR & MAINTENANCE	27.96
Employee Benefits	21.23
OPERATIONS - Utilities	7.39
ADMINISTRATIVE - Supplies	2.94
PR Taxes	2.72
OPERATIONS - Other	1.78
ADMINISTRATIVE - Professional	1.16
ADMINISTRATIVE - Utilities	1.10
OPERATIONS - Supplies	0.75
Other	0.77
Total	\$81,738.70



By Account

	Beginning Balances	Deposits	Withdrawals	Ending Balance
FUND BALANCE SUMMARY				1/31/2023
Priority Funds				
Operating Fund	\$ 61,202.26	\$ 156,715.67	\$ (94,356.54)	\$ 123,561.39
Petty Cash	\$ 200.00			\$ 200.00
Operating Reserves	\$ 215,862.00			\$ 215,862.00
Emergency & Rate Stabilization Reserves	\$ 221,229.27			\$ 221,229.27
Debt Service	\$ 43,671.00			\$ 43,671.00
Secondary Funds				
Capital Repair Replacement Fund	\$ 956,001.82		\$ (22,855.00)	\$ 933,146.82
Equipment Repair Replacement Fund	\$ 360,846.61	\$ -	\$ -	\$ 360,846.61
Discretionary Fund	\$ 555,359.89			\$ 555,359.89
			Total Fund Balance	\$ 2,453,876.98

01-12-2023 Regular Board Meeting DRAFT MINUTES

Murphys Sanitary District
MINUTES – Regular Board Meeting
Thursday, January 12, 2023
15 Ernest St Ste. A
Murphys, Ca 95247

CALL TO ORDER 10:00 a.m.

PLEDGE OF ALLEGIANCE

1. Roll Call – *Paige McMath-Jue, Joseph Fontana, Bruce Miller, Steve Gonzales (Absent w/notice), Marty Meller (Absent w/notice)*
2. Agenda Changes - *None*
3. Public Comment – *Operations Staff present*
4. Consent Agenda
 - a) Minutes
12/08/2022 Regular Meeting
 - b) Check Disbursements December 2022 – *Check Disbursement Report Pulled for Discussion*
 - c) Adopt Res. 2023-01 Re-Authorizing Remote Teleconference Meetings of The Legislative Bodies of Murphys Sanitary District for The Period January 13, 2023-February 14, 2023 Pursuant to Brown Act Provision
 - d) Adopt Res. 2023-02 Accepting the canvass of the General Election held November 8, 2022

Motion: Directors B. Miller & P. McMath-Jue motion to Approve the Consent Agenda Minutes 12/08/2022; Adopt Re. 2023-01 Re-Authorize Remote Conferencing; Adopt Res. 2023-02 Accepting the Canvass of the General Election held 11/08/2022: Approved 3-0-2 Absent

Motion: Directors B. Miller & P. McMath-Jue motion to accept Consent Agenda Line Item 4b., Check Disbursements December 2022: Approved 3-0-2

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
 Marty Meller, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphysd.org>

01-12-2023 Regular Board Meeting DRAFT MINUTES

5. New Business

- a) **Employee Insurance Benefits, report attached – Board & Staff review & discuss Medical Benefit Plan Increase and available options –**

Motion: Directors P. McMath-Jue & J. Fontana motion that MSD will cover the current employee Medical Plan rate increase 100% until Open Enrollment in October 2022. Information on Medical Plan Options to be available for review & budget approval by June: Approved 3-0-2 Absent

Motion: Directors P. McMath-Jue & B. Miller motion to form an Ad-Hoc committee; P. McMath-Jue, B. Miller & K. Fillmore & D. Murphy, to gather information on other Medical Plan options for the Board to review: Approved 3-0-2 Absent

Public Comment – Operations & Staff give brief input on the Medical Insurance Coverage

- b) **USB T-Bill #3 maturity date 1/12/2023 – Brief Discussion**

Motion: Directors B. Miller & J. Fontana motion to roll-over current USB T-Bill for 6 months at the rate of 4.685%: Approved 3-0-2 Absent

- c) **15 Ernest Street Improvements – Update on Gold Electric Bill; Brief discussion on Entryway; Roof Replacement & Parking – Brief Discussion**
- d) **Formation of Ad-Hoc Finance/Budget Committee for 2023/2024 Fiscal Year – Report included in Board Packet –**

Motion: Directors P. McMath-Jue & B. Miller motion to form an Ad-Hoc Finance/Budget Committee; B. Miller, P. McMath-Jue, K. Fillmore & D. Murphy: Approved 3-0-2 Absent

- e) **MSD Holiday Schedule, employee handbook page 35 – Board & Staff Review & Discuss, confirm proper postings & notification to customers in advance prior to Holidays.**
- f) **AB2449-ReedSmith summary attached – The Brown Act, Teleconference Guideline Changes - Board & Staff Review & Discuss**

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
 Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphyssd.org>

01-12-2023 Regular Board Meeting DRAFT MINUTES

6. Staff Reports – K. Fillmore & D. Murphy

a) Administration

K. Fillmore gives a brief update on Murphys Oaks w/no changes; Blackwater is working on information needed for the WWTP II upgrade grant; Financial package received 01/06/2023 for Collections Project, budget projections being prepared as requested; Staff attended an online “Streamline” Demo; Emergency Action Plan Binder is updated and available; Employee & Staff meetings began Thursday, January 5, 2023 and will continue monthly on the 1st Thursday of each month; Customers will be encouraged switch over to Paperless Billing starting April 1st; Fund Balance being added to the Monthly Financial Report.

b) Operations

D. Murphy gives an update on our pond situation due to the excessive rainfall and is in communication with Kautz; Waiting on the 4th QTR Groundwater report from Condor; Annual State Reports have been submitted; Looking into CPR Training for those who would like to participate; Tree will be removed by Proper Pruning due Bark Beetles estimated to be \$2200.00.

7. Board and Committee Reports – Director B. Miller informs Board & Staff that in the event he may be unable to attend the JPA, Director J. Fontana has volunteered to be a replacement.

8. Future Agenda Items – Medical Benefit Plan; Budget/Finance

9. Next Regular Meeting- February 09, 2023 10:00 a.m.

10. Adjournment – 12:23 p.m.

Respectfully;

Amy R Milliken

Paige McMath-Jue, President

BOARD OF DIRECTORS

Paige McMath-Jue, President Steve Gonzalez, Vice President
 Marty Mellera, Secretary Bruce Miller, Treasurer Joseph Fontana, Director at Large/Parliamentarian
<https://www.murphysd.org>



Murphys Sanitary District STAFF REPORT

DATE: February 09, 2023
TO: Honorable Members of the Board
FROM: Kristina Fillmore, Administration Manager
SUBJECT: Approval of Roll Over of T-Bill #4

Recommendation: Staff recommends the Board approve to roll over and invest T-Bill #4 for another 6 months at approximately 4.66%.

Background: T-Bill #4 matures on 02/16/2023:

USB Investments:

UBS #1 T-Bill	4.45%	Matures 05-11-23	\$ 200,000.00
UBS #2 T-Bill	4.65%	Matures 06-22-23	\$ 200,000.00
UBS #3 T-Bill	4.67%	Matures 07-13-23	\$ 200,000.00
UBS #4 T-Bill	4.71%	Matures 02-16-23	\$ 200,000.00
UBS #5 T-Bill	3.786%	Matures 03-23-23	\$ 200,000.00
UBS #6 T-Bill	4.58%	Matures 05-25-23	\$ 200,000.00

Fiscal Impact: Anticipated earned interest for \$4,600 on maturity date of 8/16/23.

Education: T-Bill Redemptions and Interest Earned

T-bills are issued at a discount from the par value (also known as the face value) of the bill, meaning the purchase price is less than the face value of the bill. For example, a \$1,000 bill might cost the investor \$950 to buy the product. When the bill matures, the investor is paid the face value—par value—of the bill they bought. If the face value amount is greater than the purchase price, the difference is the interest earned for the investor.² T-bills do not pay regular interest payments as with a coupon bond, but a T-Bill does include interest, reflected in the amount it pays when it matures.³

T-Bill Tax Considerations

The interest income from T-bills is exempt from state and local income taxes. However, the interest income is subject to federal income tax. Investors can access the research division of the TreasuryDirect website for more tax information.⁴

[Treasury Bills \(T-Bills\): What You Need to Know to Invest \(investopedia.com\)](https://www.investopedia.com/terms/t/t-bill/)



Murphys Sanitary District STAFF REPORT

DATE: February 09, 2023
TO: Honorable Members of the Board
FROM: Kristina Fillmore, Administration Manager
SUBJECT: Approval Legal Counsel Contract

Recommendation: Staff recommends the Board approve Atkinson, Andelson, Loya, Ruud & Romo, a professional law corporation to represent Murphys Sanitary District as our legal counsel.

Background: Murphys Sanitary District's last attorney on record is Craig Judson with Bold, Polisner, Maddow, Nelson and Judson professional law office. He assisted with the real estate transaction of 15 Ernest Street. After numerous failed attempts to contact him since January 3, 2023, I have concluded we don't have any type legal representation.

Discussion: It is critical MSD has legal representation and guidance. With the transition of management and going forward, we need to secure **qualified** legal counsel with experience in Governance, Compliance, Administrative Law, Water, Construction Public Works Contracting, Real Property, and Litigation.

Fiscal Impact: As of January 31, 2023 the legal budget has expensed zero dollars. Legal currently has a budget of \$6,000.

aa/rr Atkinson, Andelson
 Loya, Ruud & Romo
 A Professional Law Corporation

Qualifications to Provide Legal Services

Submitted to
Murphys Sanitary District
 Murphy, California

MURPHYS SANITARY DISTRICT
MURPHYS, CALIFORNIA

January 23, 2023

Murphys Sanitary District
 JAN 25 2023
 RECEIVED



Table of Contents

	Page No.
Cover Letter	1
Firm Qualifications and Experience	3
Areas of Expertise	4
Fee Schedule	14
Attorney Bios	15

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

CERRITOS
(562) 653-3200

FRESNO
(559) 225-6700

MARIN
(628) 234-6200

PASADENA
(626) 583-8600

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

20 PACIFICA, SUITE 1100
IRVINE, CALIFORNIA 92618-3371
(949) 453-4260

FAX (949) 453-4262
WWW.AALRR.COM
TAX ID: 95-3378600

PLEASANTON
(925) 227-9200

RIVERSIDE
(951) 683-1122

SACRAMENTO
(916) 923-1200

SAN DIEGO
(858) 485-9526

OUR FILE NUMBER:

January 23, 2023

Ms. Kristina Fillmore
Administration Manager
Murphys Sanitary District
15 Ernest Street
Murphys, CA 95247

Re: Qualifications to Provide Legal Services

Dear Ms. Fillmore:

Thank you for providing Atkinson, Andelson, Loya, Ruud & Romo (“AALRR” or “firm”) with the opportunity to share our qualifications to provide legal services to Murphy’s Sanitary District (“Murphys” or “District”). The firm has extensive experience providing myriad legal services to special districts and other public agencies, and is highly-experienced and effective at achieving our clients’ desired results.

AALRR has represented California governmental entities for more than four decades, and our team has decades of experience providing legal services to water districts throughout the state. We are fully equipped to provide Murphys with top-notch legal services. With more than 230 attorneys in our firm, we provide the breadth of services a sanitary district needs. We are confident AALRR is the right choice to serve Murphys.

Our capable team of attorneys is prepared to bring the necessary effort and experience to effectively execute the tasks anticipated in an efficient manner—all the while maintaining clear communications with Murphys to better ensure results and satisfaction. We thank you for your consideration and hope to earn the privilege to serve the District.

(Remainder of page left blank.)

We welcome any questions that you may have, and we would be pleased to have our team meet with you to further discuss and demonstrate our willingness and ability to serve the District. Please feel free to contact us at: (949) 453-4287 or jeff.hoskinson@aalrr.com, or (949) 453-4288 or jeff.frey@aalrr.com.

Sincerely,

Jeff Hoskinson
Partner

&

Jeff Frey
Senior Associate

Firm Qualifications and Experience

AALRR is a full-service law firm with more than 230 attorneys in offices strategically positioned throughout California. It began its law practice in 1979 with one office and five attorneys in Long Beach, California. Today, our offices have grown to nine locations—Cerritos, Fresno, Irvine, Marin, Pasadena, Pleasanton, Riverside, Sacramento, and San Diego. Our offices throughout California are strategically located to allow for a “local presence” while also enabling us to serve efficiently and effectively in legislative, regulatory and judicial forums statewide. We have multiple practice groups within the firm that specialize in specific areas of law. This specialized structure allows attorneys to develop more extensive experience and technical knowledge in their particular practice areas, and pass that experience and knowledge on to our clients.

AALRR is recognized for its experience and success in handling public agency matters. Throughout the past 40 years, AALRR has represented a wide variety of California public entities, including special districts, municipalities, counties, superior courts, school districts, community colleges, universities, and the Regents of the University of California. Our attorneys are annually named “Best Lawyers in America” by Best Lawyers and “Rising Stars” by Super Lawyers. AALRR has the experience and resources to provide legal counsel to Murphys.

We are confident that AALRR is the right choice for the following reasons:

Responsiveness – We take pride in our demonstrated commitment to respond promptly to all client inquiries, and have a firm-wide policy that our attorneys respond to communications from our clients within 24 hours, which is often done much sooner. Our attorneys will be available at any time to field questions, including on the weekends and evenings. Our team’s priority is to ensure that they are always accessible to you.

Proven track record – We have successfully represented California governmental agencies, including many special districts, for more than 40 years. Over this extended time period, AALRR has become intimately familiar with the legal needs of clients and their unique issues, while also adept to serve them in multiple capacities. Water and environmental services are key practice areas for AALRR, with the team representing public agencies in complex, and even novel, water, CEQA and NEPA matters.

Specialized Practice Focus – We have a team of attorneys that focus exclusively on water and environmental law. This team works on some of the most hot-button topics, whether to assist with drafting of federal and state legislation, to advocacy before federal and state regulatory agencies and judicial forums, to effective negotiating skills to achieve desired results. Based on our depth of experience, we will be able to efficiently and effectively address Murphys’ concerns and issues.

Diversity – Our employees represent a rich mix of races, ethnicities, religions, orientations, cultures, and languages. The wide cultural lens through which we view the world helps us to facilitate deeper communication in litigation, counseling, and business planning. Understanding the perspectives of the clients we serve, as well as the

perspectives of those served by our clients, is crucial to the work we do and the services we provide.

Areas of Expertise

AALRR has chosen attorneys that are fully qualified to serve Murphys. In addition to providing legal advice to the firm's clients, each of the team members regularly shares their expertise by participating and presenting at various industry organizations, such as ACWA, CSDA and the Orange County Water Association, authoring firm Alerts and blogs, and presenting at AALRR conferences.

Jeff Hoskinson is a partner in AALRR's Irvine office and has practice law for more than 22 years. He has worked almost exclusively with public agency clients since 2003. He currently serves as General Legal Counsel to the East Orange County Water District and Joshua Basin Water District, as well as pro-bono counsel to the Orange County Water Association. Mr. Hoskinson has experience in a range of matters, including land and site acquisition, eminent domain, environmental and the California Environmental Quality Act ("CEQA"), public works construction, construction contracting, bonding and insurance, surplus properties and asset management, redevelopment, and water rights, as well as general governance matters such as Brown Act and the Public Records Act.

Jeff Frey is a Senior Associate in AALRR's Irvine office and has practiced law for more than 12 years. He specializes in handling a variety of public sector issues, including those dealing with facilities and construction, public contracts, conflicts of interest, the Brown Act and Public Records Act requests.

AALRR excels at handling the variety of legal matters that arise with sanitary districts. We consider ourselves partners with clients and their technical consultants (e.g., hydrogeologists and engineers) to navigate the complexities of operating a sanitary district in today's trying times. On the following pages, please find additional information on AALRR's relevant areas of experience.

Relevant Areas of Experience	
Governance	Board Policy Development, Parliamentary Procedures, Resolutions and Ordinances, The Brown Act, Board Relations, Public Records Act Requests, Fair Political Practices Act and FPPC Regulations, Conflicts of Interest, Elections Code Requirements, LAFCO Procedures, Training on New Laws and Regulations, Contracts, Memorandums of Understanding, Joint Powers Agreements, Federal and State Grant Processing, Assessments and Fees (Propositions 218 & 26)
Water	Water Rights and SGMA, Water Transfer and Storage Agreements, State Water Contracts, CEQA, NEPA, Federal and State Endangered Species Acts, Environmental Regulation,

Construction/ Public Works Contracting	Contracts and Bids - Contract Preparation, Bid Specification, Breach of Contract, Bid Protests Construction Claims - Construction Defects, Builder Liability, Engineering and Design Failures, Soil Erosion, Stop Notices, Bond Claims, Delay Claims
Real Property	Real Property - Developer Fees, CEQA, NEPA, Eminent Domain, Joint Use Facility Agreements, Leases, Sales & Exchanges, Contracts, Easements, Property Acquisition and Disposition
Litigation	Administrative Hearings, Federal and State Court Proceedings, Trials, Appeals, Torts, Land Use, CEQA, Ordinance Enforcement, Contract Disputes, Employee Discharge and Discrimination, Construction Contract Disputes, Eminent Domain and Inverse Condemnation, Water Quality and Rights

- ***Governance of Public Entities***

AALRR offers a broad range of services to public agency and special district clients, including providing General Legal Counsel services, as well as assisting agencies in their planning, project development and operational activities, and associated litigation. We focus on achieving our clients' overall policies and goals, and work closely with agency boards, staff, and consultants to manage our legal work efficiently and cost-effectively, and to anticipate and resolve legal issues before they become problems. Our attorneys have served as General Legal Counsel for a variety of retail and wholesale water agencies, including Castaic Lake Water Agency (now Santa Clarita Valley Water Agency), San Geronio Pass Water Agency, Municipal Water District of Orange County, and Yorba Linda Water District. Currently, we serve as General Legal Counsel for Diablo Water District, Mesa Water District, East Orange County Water District, Trabuco Canyon Water District, Modesto Irrigation District, North Kings Groundwater Sustainability Agency, Joshua Basin Water District and United Water Conservation District. We advise these agencies on all of their legal issues, ranging from Brown Act to Endangered Species Act compliance. This also includes representing them in all aspects of public construction.

We provide encompassing governance representation. We render advice and consultation on notice and agenda requirements, regular, special, and emergency meeting legal requirements, assistance in preparation for board and committee meetings, as well as addressing issues arising during meetings, including questions regarding rules of Parliamentary Procedure, conflicts of interest, closed sessions, quorum and voting requirements, and related meeting matters.

AALRR also assists in identifying and resolving potential conflicts of interest for board members and staff under state laws such as the Ralph M. Brown Act, California Political Reform Act and California Government Code Section 1090 et seq., common law conflict and bias issues, gift, travel, and loan restrictions for board members and staff, incompatible offices and activities proscriptions, and ethics training for board members and staff. When needed, we represent our clients in litigating complex provisions of the California Fair Political Practices Act and similar state regulations.

AALRR provides on-going assistance in complying with public records requirements, including the California Public Records Act and similar laws in other states, and the federal Freedom of Information Act. Our services include advice regarding responses to requests made pursuant to such statutes; providing tutorials on complying with laws regarding maintenance of electronic records and documents; and advising our clients with respect to preparing and maintaining records retention policies consistent with the Act and good public agency practice. We also assist with code enforcement matters, including compliance with administrative procedures, as well as the filing of actions to carry out administrative rules and regulations.

- ***CEQA/Environmental Law***

AALRR has experience in all facets of state and federal environmental and hazardous substances regulation. The firm has advised numerous public agencies on compliance measures for the California Environmental Quality Act ("CEQA"), including preparation, review, and certification/adoption of environmental impact reports, initial studies, and mitigated negative declarations. We have also counseled clients on effective use of CEQA exemption findings and mitigation measures and have helped several public entities to defuse potential challenges through public involvement and shrewd planning. Despite our proactive approach, CEQA challenges occur from time to time. The firm has experience in defending and prosecuting CEQA challenges on behalf of public entities.

In addition to CEQA, the firm has extensive experience with specific areas of environmental regulation, including hazardous substances, clean air and water, pipeline risk, natural resources, seismic studies, and CERCLA (Superfund) enforcement. We work regularly with agencies charged with environmental oversight and enforcement, including the United States Environmental Protection Agency ("EPA"), California Department of Toxic Substances Control ("DTSC"), and various air quality management districts. The firm regularly interacts with various other federal and state government oversight agencies, including the State and Regional Water Boards, Department of Water Resources, U.S. Fish and Wildlife Service and the National Marine Fisheries Services ("NMFS").

- ***Eminent Domain***

AALRR's attorneys have in-depth expertise in the condemnation of property for public projects. We have been involved in some of the largest, most significant public works projects in California. We have deep familiarity with every stage of the acquisition process and our attorneys have a consistent record of success in handling the pre-acquisition appraisal and offer process required by California law. We recognize the importance of the pre-condemnation acquisition process in subsequent eminent domain actions and have successfully handled numerous right-to-take challenges for condemning agencies. We have also helped several clients revise their pre-condemnation processes to address the many changes in California law since the United States Supreme Court issued its infamous Kelo opinion in 2005.

AALRR also understands the importance of the environmental conditions on the decision to acquire property, and on the compensation to be paid for the property. The firm has obtained numerous pre-condemnation orders allowing entry onto property for environmental assessment prior to the agency's decision to acquire the property, allowing the agency to make a reasoned and rational decision as to which property should, or should not, be acquired. When acquisition of contaminated property is to be completed, AALRR has worked extensively with various agencies, including the Department of Toxic Substances Control, Regional Water Quality Control Board, and the Air Quality Management District to minimize the agency's exposure for the contamination and to assure meeting the project schedule.

Most public projects require the condemnation of both major and minor parcels, even seemingly inconsequential parcels. A key AALRR attribute is the ability to tell the difference between the two. Many smaller acquisitions do not require significant litigation effort or even appraisal effort. They are resolvable through early, aggressive negotiation. Often, measured, limited discovery can spur on such negotiations. Of course, some ostensibly small matters can ultimately generate significant claims. Our firm's attorneys are oriented towards discerning the warning signs and tailoring our litigation efforts properly.

AALRR understands the need to keep projects on schedule and within budget, while maintaining sensitivity to the people impacted by public projects. The firm prides itself on treating owners fairly and seeking early resolutions of cases where the costs to litigate would easily exceed any savings that the agency might realize in the just compensation awarded were it to adopt a "hard line" litigation stance. This helps agencies achieve public support for their key projects, avoid right-to-take challenges, and obtain stipulated rights of entry and orders for prejudgment possession, often on time schedules faster than the California law mandates if possession is litigated.

AALRR also has extensive experience in addressing potential inverse condemnation claims arising from public projects. These claims arise from planning and design activities, construction activity, and operating and maintenance of public projects. AALRR attorneys work with agency staff throughout the entire planning and project process to avoid such claims and have successfully defended agencies in inverse condemnation actions that sometimes arise despite the agency's best efforts to avoid them.

- ***Real Estate***

AALRR represents clients in a wide variety of real estate transactions. Our real estate attorneys handle the purchase and sale of all types of real estate, from raw land to fully approved and occupied projects, as well as in the acquisition of smaller real property rights—such as easements, licenses, and other such right-of-way. We also represent landlords and tenants in leasing of office, industrial and retail as well as residential properties.

Our attorneys have extensive experience in negotiating, drafting and reviewing sophisticated real property acquisitions, deeds of all kinds, dispositions and development agreements as well as structuring complex transactions. We regularly draft, structure and negotiate leases, joint-use agreements, license agreements, easement agreements and property management agreements for our clients. We have significant experience in the areas of entitlements, dedications, vacations, historic preservation issues, title and survey matters, real property due diligence and financing matters.

Our real estate attorneys also handle landlord-tenant disputes, unlawful detainers, and other disputes that arise from transactional real estate documents, including purchase and sale agreements, leases, and letters of intent. This is an area where the synergies between the real estate attorneys and the eminent domain and valuation attorneys are most easily recognized.

- ***Procurement and Contracts***

Our attorneys are experienced in all aspects of competitive bidding for public works projects, including reviewing bid packages and proposals, handling bid protests, responsibility hearings, and debarment of contractors. We also regularly assist with affirmative action issues, subcontractor listing law, contractor licensing, prequalification disputes, debarment and other administrative proceedings. (For further discussion, please see the section titled “Public Works Contracting / Construction Claims and Litigation.”)

- ***Public Works Contracting / Construction Claims and Litigation***

AALRR has the unique ability to handle all aspects of construction projects from conception to completion. We pride ourselves in having assisted many public agencies in proactively planning and managing their projects and capital improvement programs to ensure that they are delivered both on time and within budget. In fact, over the years the firm has represented and continues to represent more than 200 public agencies in public contracting, construction litigation, and facilities work.

AALRR has been recognized for its extensive construction knowledge that sets us apart from our competition. AALRR’s Facilities, Construction and Property Practice Group has been recognized several times by *Chambers USA* as a leading construction firm in California. *Chambers* is an internationally-recognized UK legal publication which lists the top firms in the United States.

AALRR provides a wide array of construction-related services to its public and private clients including:

- Drafting and negotiating contract documents involving a variety of contract delivery methods, including traditional design-bid-build, design-build, construction manager agency, construction manager at risk, multi-prime contracts, and

continuously evolving alternative delivery systems embraced by the industry, such as Integrated Project Delivery.

- Competitive bidding requirements, bid protests, affirmative action issues, subcontractor listing laws, contractor licensing, prequalification disputes, debarment and other administrative proceedings.
- Project management assistance including contract administration, contract interpretation, notice compliance, handling of change orders, differing site condition claims, schedule monitoring, and project close-out.
- Preparation and/or evaluation of construction for completion issues including delay, disruption and acceleration claims, loss of productivity and cost overruns.
- Contract payment and performance bonds, defaults and terminations, and related surety takeover issues.
- Provide counsel, analysis and advice regarding differing site conditions claims.
- Advise and assist to ensure compliance with minimum wage, overtime, recordkeeping, apprenticeship and classification requirements on public works.
- Provide counsel regarding compliance with statutory prevailing wage and Davis Bacon and Fair Labor Standards Acts.
- Both prosecuting and defending federal and state False Claims Act violations.
- Dealing with latent construction defects, faulty workmanship, corrective work, design errors and omissions, and insurance coverage issues.

Our primary goal is to work with clients to find solutions and develop strategies to settle disputes to avoid costly and time consuming legal proceedings by working through alternative forms of dispute resolution such as partnering, mediation and dispute review boards. However, when required, we are prepared to win legal battles. Our attorneys represent clients through all stages of litigation: drafting the initial complaint or responsive pleading, preparing and responding to discovery, conducting factual investigation, preparing witnesses and defending depositions, retaining and deposing expert witnesses, preparing summary judgment motions, preparing for trial, trying the cases, and dealing with appeals and other post-judgment issues. All litigators within the firm regularly handle arbitrations and traditional litigation before both federal and state courts and administrative agencies.

AALRR attorneys have extensive experience in virtually every type of construction project, including tunnels, pipelines, airports, transportation/highway, hospitals and medical centers, major sports and public assembly venues, correctional facilities, educational facilities, industrial and processing plants, and office/retail buildings. AALRR has represented every participant in the construction industry ranging from public and private owners, design professionals, and general contractors, to subcontractors and material suppliers. This experience allows us to anticipate the issues our clients might face, as well as find quick solutions to what are sometimes difficult situations.

Our firm routinely works with professional consultants with backgrounds in construction, scheduling, engineering, architecture, and/or cost accounting to support us in the evaluation of construction claims and in the preparation and presentation of technical data. With the joint efforts of these consultants and the attorneys of the firm, we are

capable of assisting our clients with the broad range of issues that arise throughout the planning, design, and construction process. We have found that both our expertise and reputation has helped us in resolving major disputes in both public and private projects at their earliest possible time with favorable outcomes for our clients.

Attorneys in our firm regularly present seminars to legal and construction trade associations. The firm has established strong partnerships with numerous industry associations and firm attorneys regularly serve on the legislative and/or leadership committees of organizations such as the Associated Builders and Contractors, Associated General Contractors of America, California Chamber of Commerce, Construction Management Association of America, Engineering Contractors Association, and the Southern California Contractors Association.

- ***Construction Contracts and Construction Bonds***

AALRR attorneys have authored complete sets of front-end documents for various forms of project delivery that our public owner clients routinely use to govern and administer multi-million dollar construction projects. Our attorneys have drafted comprehensive indemnity provisions to protect our public entity clients to the maximum extent against claims, injuries, and related issues that arise during the course of a project. Our attorneys have carefully devised claims and notice requirements in accordance with the most recent legal precedents. These provisions endeavor to protect our public owner clients from extra work charges not agreed to in writing before the work commences and time-related claims not revealed until well after the triggering event occurred.

Our attorneys are also adept in other major contractual provisions and how to exercise them, including the changes clause, ensuring the public owner's right to issue a directive and secure continuing performance during a dispute; scheduling provisions to keep the project on schedule with concomitant liquidated damages clauses; payment provisions; the right to withhold for back charges; the right to audit and demand assurances; and insurance provisions, among many others. Our attorneys also review construction-related contracts, including architectural and engineering services agreements; construction management agreements; inspector agreements; consultant agreements; and, construction contracts for all of the various delivery methods available, including traditional design-bid-build, design-build, construction manager agency, construction manager at risk, multi-prime contracts and continuously evolving alternative delivery systems embraced by the industry, such as Integrated Project Delivery. Finally, our attorneys have drafted payment and performance bonds in a superior manner - protecting our public owners from a prime contractor's default and/or failure to pay its subcontractors.

- ***Administration of Construction Contracts***

AALRR regularly provides project management assistance, including contract administration, contract interpretation, notice compliance, handling of change orders, differing site condition claims, schedule monitoring, and project close-out. Our attorneys

routinely travel to project sites and/or conduct meetings and negotiations at job-site trailers to proactively resolve issues, disputes, and change order requests before they metamorphose into costly litigation. Once a public agency awards a contract, AALRR attorneys are often called upon to handle disputes related to prevailing wages, proprietary specifications and “or equal” substitutions, license issues, joint venture contractors, disputes with subcontractors and suppliers, stop payment notices, change orders, and the sufficiency of bonds.

Firm attorneys have extensive experience assisting public agencies, owner/developers and employers to achieve all aspects of labor compliance with the minimum wage, overtime, recordkeeping, apprenticeship and classification requirements on public works projects subject to California Prevailing Wage Statute, Labor Code Sections 1720 *et seq.* and the federal Davis-Bacon and Related Acts. We also assist employers in audit and compliance with other wage and hour laws, including the federal Fair Labor Standards Act. We conduct preventative audits and render opinions to public agencies, owner/developers, and employers relating to compliance with these laws as well as represent employers in investigations conducted by the United States Department of Labor Wage and Hour Division, Housing and Urban Development and California's Division of Labor Standards Enforcement. The firm represents over 100 Labor Compliance Programs in California, providing them with legal assistance and guidance on prevailing wage and apprenticeship issues.

We are generally involved in the preparation of transactional documents, including Disposition and Development Agreements to address any hidden prevailing wage and related issues. Our attorneys develop strong working relationships with in-house counsel and human resources professionals. Through these relationships, we strive to implement liability reduction techniques, provide practical solutions to difficult problems, provide human resource training, and aggressively defend employers in civil and administrative actions.

- ***Construction Claims, Stop Payment Notices and Bonds***

Construction claims are costly – in both time and money. AALRR can assist with the preparation and/or evaluation of construction for completion issues including delay, disruption and acceleration claims, lost productivity, differing site conditions, and cost overruns. A significant amount of AALRR's construction legal services centers on representing more than 200 public owners against claims by prime contractors on public works. Accordingly, AALRR is one of the most adept and skilled firms at resolving and, if needed, litigating such claims on behalf of public owners. The firm also guides clients through contract performance, defaults and terminations, enforcing performance bond obligations as obligee, and related surety takeover issues. We have significant experience both prosecuting and defending federal and state False Claims Act violations and dealing with latent construction defects, faulty workmanship, corrective work, design errors and omissions, and all aspects of insurance coverage issues.

- ***Administrative Law***

AALRR has extensive experience in California's administrative law practice. The firm's practice of administrative law encompasses not only the state and local licensing and permitting needs of our clients, but involves the ongoing development of our clients' ability to operate in compliance with all state and local laws and regulations.

Members of the firm have appeared regularly before the State and Regional Water Boards and have worked with a variety of state and federal administrative agencies on issues involving endangered species, clean water and environmental remediation.

The firm is capable of representing Muphys in all judicial and/or administrative proceedings within the specific service areas in which it may be a party or have an interest, and in any other manner as directed.

- ***Water Rights Matters***

AALRR recognizes that the long-term supply of surface water, groundwater, reclaimed water and desalinated water is critical as resources have been scarce throughout the State. Our attorneys have represented wholesale and retail public water agencies on a wide range of environmental, financing, water law, and water utility issues, including related litigation. We also represent water users of various types, ranging from agricultural, domestic and industrial uses across various industries including educational institutions. AALRR understands the California water institutional structure, and the state and federal law and regulations that impact water from every possible perspective, which enables us to serve our client's diverse needs effectively. This includes experience representing public agencies on current drought legislation that has evolved to law and regulations, the Urban Water Management Planning Act, and on issues related to water rights and adjudications, supply and planning (SB 610 & 221), storage and transfers, and quality. For one water client in particular, we regularly assist with water transfers through the State Water Board's regulatory process. Ultimately, attorneys at AALRR have successfully represented public agency water right holders in seven separate groundwater basin adjudications (pre-SGMA) as well as in legislative and regulatory proceedings and high-level negotiations in which the firm was recently part of a team convened by Governor Brown and facilitated by Secretary Bruce Babbitt to resolve disputes regarding the pending update to the Water Quality Control Plan (which impacts availability of water supplies to water users throughout the State of California).

We have in-depth transactional and regulatory experience in water law, and have been privileged over the years to represent, on a federal and state level, our numerous public agency clients in all aspects of the regulation of water. AALRR regularly advises water clients to address the ongoing and emerging legal issues posed by federal and state regulatory agencies. We focus on the legal principles involved in securing, allocating, transferring, managing and adjudicating water rights for public and private uses, while maintaining an eye toward the policy implications and political climate involved. Our practice includes advising our clients on compliance with state and federal regulations

and issues with state mandated programs, negotiating and drafting complex regulatory ordinances and agreements and defending complex litigation. We regularly advise on administrative law, environmental issues and policy, and land use planning, among others.

Our public agency clients sometimes become involved in administrative hearings and civil litigation disputes. These encompass the full range of public law issues, including water rights; land use disputes; ordinance enforcement; construction contract disputes; allocation of water resources; eminent domain and inverse condemnation; fees and charges under Articles XIII C and D of the California Constitution (Propositions 218 & 26), and validation of bond issuances.

- ***Litigation, Mediation and Arbitration***

Our public agency clients often become involved in various administrative proceedings and civil litigation disputes. This litigation encompasses the full range of public law issues, including compliance with the Brown Act, Public Records Act, conflict of interest laws, tort litigation, land use disputes, ordinance enforcement, construction contract disputes, allocation of water resources, eminent domain and inverse condemnation, fees and charges under Articles XIII C and D of the California Constitution (Propositions 218 & 26), and validation of bond issuances. It also includes disputes over water rights and water supply.

As counsel for public agencies, our litigators have thwarted repeated Federal and State Endangered Species Act, CEQA, NEPA, CERCLA and other complicated environmental challenges. AALRR's attorneys have both the experience and expertise in all aspects of federal and state civil, administrative and local ordinance enforcement litigation practices and procedures to effectively and successfully represent public entities. We have represented public agency clients in administrative hearings before state and federal agencies, mediations, arbitrations, civil litigation, trials-bench and jury, and appeals in all substantive areas of law.

Our primary goal is to work with clients to find solutions and develop strategies to settle disputes to avoid costly and time-consuming legal proceedings by working through alternative forms of dispute resolution such as partnering, mediation, and dispute review boards. If settlement on terms favorable to our clients is unachievable, however, we are tough and disciplined litigators who thoroughly prepare our cases and tirelessly aim to win our clients' legal battles. Our attorneys represent clients through all stages of litigation: drafting the initial complaint or responsive pleading; preparing and responding to discovery; conducting factual investigation; preparing witnesses and defending depositions, retaining and deposing expert witnesses, preparing summary judgment and other motions, preparing for trial; trying the cases; and dealing with appeals and other post-judgment issues. All litigators within the firm regularly handle arbitrations and traditional litigation before both state and federal courts and administrative agencies.

Fee Schedule

AALRR is known for our competitive rates, fair billing practices, and a universal perception from clients that they receive exceptional value for the cost of legal services provided.

Resource	2022 Hourly Rates
Partners, Of Counsel	\$300
Senior Associate	\$280
Associate	\$250
Paralegal	\$200

The firm charges standard hourly rates for telephone consultations, litigation, and attending meetings. The firm bills actual cost for witness/court/jury fees and bonds, deposition and court reporter/transcript fees, and any other external consultant fees. Rates for litigation will be negotiated on a case by case basis and will depend upon the nature and complexity of the dispute. Actual hourly rates depend on years of experience of the professional working on the matter. The firm bills in one-tenth of an hour increments.

The firm annually reviews and, if needed, adjusts its rates in order to account for inflation and other pressures in the marketplace.

Travel and Other Expenses

The firm bills actual cost for travel expenses. Travel time is billed from portal to portal. We do not anticipate significant travel costs.

In addition to the hourly rates described above, the District has the option of agreeing to a five percent (5%) Administrative Fee (based on the total monthly billed fees) to cover certain operating expenses incurred in providing services. We have found that many of our public agency clients prefer this Administrative Fee method of covering the costs of telephone charges (\$.07 per minute), incoming and outgoing faxes (\$1.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor's standard retail rate), parking, meals, and lodging (excluding airfare). We have found that the Administrative Fee is more cost-effective for clients in the long run. We are, of course, amenable to discussing a more traditional arrangement of charging for each item.

Attorney Bios



EDUCATION AND LEGAL TRAINING:

- B.A., Economics, University of California, Irvine (1996)
- J.D., Southwestern University School of Law (Los Angeles, CA) 2000 cum laude
- Admission to California Bar – November 2000
State Bar No. 208824
Status – Active – in good standing - no complaints or actions (pending or past)
Years of Practice (currently) – 20
- Years of Practice – local public agency representation – 20

Specialty Areas of Practice

- Brown Act compliance
- Public agency ethics considerations
- CEQA compliance and proceedings
- Land use laws
- Public agency contracting
- Joint powers agencies
- Special District representation (County and California water district law)

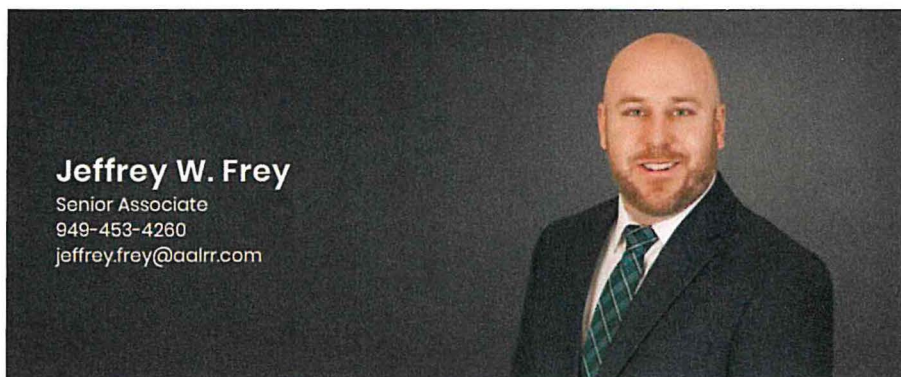
Principal Public Agency Representation:

- Water district clients – 19 years

- Joint powers agency clients – 19 years
- Public school district clients – 19 years

Mr. Hoskinson's general counsel work includes experience in the areas of Brown Act compliance, public records, and conflict reviews and analysis, as well as experience in the areas of public works, construction, intra-agency agreements, real property transactions, developer fees and charges, and regulatory and environmental compliance, including compliance with the California Environmental Quality Act ("CEQA").

Mr. Hoskinson acts as General Legal Counsel for the East Orange County Water District in North Tustin, California, and the Joshua Basin Water District located in Joshua Tree, California. Mr. Hoskinson also provides similar services to numerous school district clients throughout Southern California.



EDUCATION AND LEGAL TRAINING:

- B.A. (History & Political Science), University of California, Los Angeles, CA (2006)
- J.D., Chapman University School of Law (now Dale E. Fowler School of Law), Orange, CA (2010)
- Admission to California Bar – December 2010
State Bar No. 273443
Status – Active – in good standing - no complaints or actions (pending or past)
Years of Practice (currently) – 12
- Years of Practice – local public agency representation – 11

Specialty Areas of Practice

- Brown Act compliance
- Public Records Act compliance
- Public agency ethics considerations and conflicts of interest
- CEQA compliance, proceedings, & litigation
- Land use laws
- Public agency contracting and public works construction
- Civil litigation

Principal Public Agency Representation:

- Water district clients – 11 years
- Public school district clients – 11 years

Notable Qualifications

- Super Lawyers Rising Star in both 2014 and 2015. Each year, no more than 2.5 percent of the lawyers in the state are selected by the research team at *Super Lawyers* to receive this honor.
- Recognized in *Best Lawyers: Ones to Watch* in the 2021.

Mr. Frey handles a variety of public sector issues, including those dealing with facilities and construction, developer fees, public contracts, conflicts of interest, the Brown Act, and Public Records Act requests. A member of the firm's civil litigation team, he has successfully advocated for and defended public agencies in numerous civil and administrative actions.

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as “Attorney” or “the Law Firm” and Murphys Sanitary District, hereinafter referred to as “Client.”

II. PURPOSE

Client desires to retain and engage the Law Firm to provide General Counsel Legal Services and consultation as requested by Client. The Law Firm accepts this engagement on the terms and conditions contained in this Agreement. For purposes of this Agreement, “General Counsel Legal Services” shall generally include:

1. Advising the Board of Directors, Administration Manager, and Client staff on, and provide legal services related to, matters of law and equity of importance to Client.
2. Attending Board meetings and committee meetings, when requested by Client, as well as review draft agendas for information regarding these meetings when requested. Attendance, at Client’s request, may be either physically, telephonically, or electronically.
3. Advising on matters of law including, but not limited to, the Brown Act, Public Records Act, conflict of interest issues, the Political Reform Act, and parliamentary procedures.
4. Attending and participating in other meetings as requested by the Client. At the Client’s discretion, video or telephonic participation may be acceptable.
5. Advising Client on the commencement or defense of litigation to protect Client’s interests.
6. Providing consultation on and prepare required legal notices, as requested.
7. Preparing and/or reviewing ordinances, resolutions, contracts, real estate agreements, joint powers agreements, and other agreements proposed to be entered into by the Client.
8. Researching and interpreting laws, court decisions and other authorities in order to provide legal opinions to advise Client on legal matters pertaining to the Client and its activities.
9. Researching and submitting legal opinions on various matters, as requested by Client.

10. Reviewing and analyzing proposed or enacted State and federal legislation and/or regulations and judicial decisions, which could affect Client, and suggesting actions to affect the outcome of those proposals or, once implemented, changes needed in Client's policies, procedures and operations to ensure compliance.
11. Providing legal assistance and consultation on matters of environmental compliance, including California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA), as they pertain to actions being contemplated by the Client;
12. Providing advice on public contracting, prevailing wage laws, and other laws governing public agency procurement, maintenance, or construction.
13. Where applicable, providing advice on ratemaking and defense of Client rates and charges, to include advising the Board on Proposition 218, Proposition 26 and other related laws.
14. In consultation with the Administration Manager or his/hers designee, coordinating and prioritizing the Client's legal needs. Provide oversight of the Client's legal resources including coordination and oversight of special counsel, as assigned.
15. Recommending for approval special counsel or services on matters, as appropriate.
16. Representing the Client in litigation, including administrative hearings and alternative dispute resolution procedures, upon the Client's request.

"General Counsel Legal Services" shall exclude those matters covered by other agreements between the Law Firm and Client, if any, including, but not limited to, those relating to labor and employment matters. Additionally, rates for specialty legal services, such as litigation-related services, water rights and water rights enforcement, bond counsel work, specialty construction services, and those not specified above or requiring the need for the assistance of special counsel, shall be at rates separately negotiated between the Law Firm and Client.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay the Law Firm at the following standard hourly rates¹:

\$300 – Partners

¹ See attached Proposal for specific rates applicable to Client.

\$280 – Senior Associate

\$250 – Associate

\$200 – Paralegal

The Law Firm shall have the discretion, on or after each July 1 after execution of this Agreement, to increase the aforementioned rates in an amount not to exceed 3.5% per year (rounded to the nearest whole dollar), unless the Agreement is canceled or this provision is modified in writing; except that no rate increase shall take effect until 30 days following notice from Law Firm to Client.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay a five percent (5%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of the Law Firm charging Client for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$1.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g. Westlaw) searches (billed at vendor’s standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of Client are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client’s prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client within 45 days following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed to and from the Law Firm's offices. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. The Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) The Law Firm charges Client for telephone advice rendered while Attorney is traveling in connection with a matter for another client; and (b) The Law Firm charges Client for written e-mail advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations.

4. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, Law Firm shall deliver a statement to Client detailing any and all unpaid attorneys' fees and costs owing to the Law Firm by Client. Client shall pay such fees and costs in accordance with the terms in Section III.B.1 of this Agreement.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,

4. Upon failure to cooperate with the Law Firm as described in paragraph III.E of this Agreement.

Should Law Firm determine that it will cease performing legal services on behalf of Client, Law Firm shall notify Client in writing of such determination.

In the event that the Law Firm ceases to perform legal services for Client, Law Firm shall deliver a statement to Client detailing any and all unpaid fees and costs advanced, and Client shall pay such unpaid fees and costs advanced in accordance with the terms in Section III.B.1 of

this Agreement. Further, Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of the Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

The Law Firm has a number of attorneys. The Law Firm may currently or in the future represent one or more other clients in matters involving Client. The Law Firm undertakes this engagement on the condition that the Law Firm may represent another client in a matter in which the Law Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Law Firm's representation of Client and in the course of representing Client attorneys of the Law Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Law Firm will immediately notify Client in writing when it intends to engage in such Permitted Adverse Representation. Client's consent to this arrangement is required because of its possible adverse effects on performance of the Law Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the Client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Law Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to the Law Firm on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between Client and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to select an arbitration service that is mutually acceptable to both parties. Each side shall bear its own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end, it is important that Client and

the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses Client provides to Law Firm for such confidential communications, other than those which Client specifies in writing that the Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Independent Contractor

The Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.

J. Indemnification

To the extent permitted by law, Law Firm shall hold harmless, defend at its own expense, and indemnify Client, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees and costs, arising from all negligent acts or omissions of Law Firm or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from Client's sole negligence or willful acts.

K. Insurance

The Law Firm agrees to maintain insurance coverage as described in Appendix (A) at all times during which this Agreement is in effect, and to provide Client with proof of such coverage.

L. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the

Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter.

M. Amendment

No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

N. Notices

All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by email or by facsimile to the person to whom notice is to be given at the email address or facsimile number set forth below, or (iii) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, addressed as follows: .

To Client: Murphys Sanitary District
15 Ernest St., Suite A
Murphys, CA 95247
E-Mail: kristina@murphyssd.org

To Law Firm: Atkinson, Andelson, Loya, Ruud & Romo
20 Pacifica, Suite 1100
Irvine, CA 92618
Facsimile: 949-453-4262
E-Mail: jeff.hoskinson@aalrr.com

A party or other designated recipient may change its address by notifying the parties and other designated recipients of its new address in accordance with the procedures set forth in this Section.

O. Consent to Breach Not Waiver

No provision of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and signed by the party making the waiver or excusing the breach. No such waiver shall constitute a waiver of another provision or an excuse of another breach.

P. Severability

If any term, covenant, condition, or provision of this Agreement is held by an arbitration body or by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Q. Governing Law

This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California.

R. Compliance with Laws

Client and Consultant agree to comply with all applicable statutes and regulations, both state and federal, applicable to the operation and administration of this Agreement and the Services.

S. Counterparts

This Agreement may be signed by the Parties in different counterparts, which together shall constitute one agreement, even though all Parties may not have signed the same counterpart.

T. Assignment

Law Firm shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of Client. Any attempts to do so without Client’s prior written consent will be void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

U. Authority

Each party represents that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.

IV. DURATION

This Agreement shall commence on _____, 2023. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that services under this agreement terminated on the last date the Firm provided advice without further action or notice by either party.

“The Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

Dated: _____

By: _____
Jeffrey A. Hoskinson

“Client”

MURPHYS SANITARY DISTRICT

Dated: _____

By: _____
[Print name] _____

Appendix (A)

1. **Labor Code.** By its signature on this Agreement, Law Firm certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for its workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions before commencing the performance of the work under this Agreement. Law Firm and any of its subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

2. **Minimum Insurance Requirements.** Law Firm shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Law Firm, its agents, representatives, employees, or subcontractors. Law Firm shall have its insurer provide Client a Certificate of Insurance with endorsements verifying coverage. Coverage shall be at least as broad as the following:

a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least **two million dollars (\$2,000,000)** per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Client) or the general aggregate limit shall be **twice** the required occurrence limit.

The CGL policy must contain, or be endorsed to contain, the following:

(i) **Additional Insured Status:** Client, its officers, directors, members, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01) with respect to liability arising out of work or operations performed by or on behalf of Law Firm, including materials, parts, or equipment furnished in connection with such work or operations.

(ii) **Primary Coverage:** For any claims related to this Agreement, Law Firm's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to Client, its officers, directors, members, employees, and authorized volunteers. Any insurance or self-insurance maintained by Client, its officers, directors, members, employees, and authorized volunteers shall be in excess of Law Firm's insurance and shall not contribute with it.

b. **Automobile Liability:** ISO Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or, if Consultant has no owned autos, Symbols 8 (hired) and 9 (non-owned) with limit of at least **one million dollars (\$1,000,000)** (or the full per occurrence limits of the policies available, whichever is greater) for bodily injury and property

damage each accident. Auto coverage naming Client as additional insured using ISO additional insured.

c. **Workers Compensation**: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **one million dollars (\$1,000,000)** per accident for bodily injury or disease.

d. **Professional Liability (also known as Errors and Omissions)**: Insurance appropriate to the Law Firm's profession, with limits no less than **one million dollars (\$1,000,000)** per occurrence or claim, and **two million dollars (\$2,000,000)** policy aggregate.

3. **Insurance Coverage Above Minimum Requirements**. If Law Firm maintains broader coverage and/or higher limits than the minimums shown above, Client requires and shall be entitled to the broader coverage and/or higher limits maintained by Law Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Client.
4. **Expiration of Coverage**: If any of the required coverages expire during the term of this Agreement, Law Firm shall deliver the renewal certificate(s) of insurance, including the general liability additional insured endorsement(s), to Client at least ten (10) days prior to the expiration date.
5. **Acceptability of Insurers**: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, or as otherwise approved by Client. Insurers must be licensed to do business in California.
6. **Verification of Coverage**: Law Firm shall furnish Client with certificates and amendatory endorsements or copies of the applicable policy language effecting the required coverage. All certificates and endorsements are to be received and approved by Client before work commences. However, failure to obtain the required documents prior to work beginning shall not waive Law Firm's obligation to provide them. Client reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
7. **Subcontractors**: Law Firm shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Law Firm shall ensure that Client, its officers, directors, members, employees, and authorized volunteers are additional insured on subcontractors' CGL coverage.

No recurring resolutions will be required under AB 2449. Meeting will be conducted as they were prior to the state of emergency declaration, during which time AB 361 was utilized. After February 28, 2023, agencies/board members have the option of following the "old" Brown Act rules or "new" Brown Act rules under AB 2449. Both will be in effect and agencies/board members may follow the rules of either one. One big difference is the meeting location posting requirement under "old" Brown Act. This posting requirement is NOT required under AB 2449, but with tighter restrictions as to the reason the governing board member is attending a meeting remotely.

General Brown Act Teleconferencing Requirements [Gov. Code § 54953(b)]	
Summary	<ul style="list-style-type: none"> • Can be used any time, but requirements (particularly for public participation) are somewhat impractical
Agendas	<ul style="list-style-type: none"> • Agendas must be posted at each teleconference location where a legislative body member is present • All teleconference locations must be listed on the agenda
Public Participation	<ul style="list-style-type: none"> • Each teleconference location must be accessible to the public, and the public must be allowed to offer comments from each location • Additional teleconference locations may also be offered for the convenience of participants • All teleconference locations must be ADA-compliant
Quorum	<ul style="list-style-type: none"> • At least a quorum of the legislative body must be present within the agency's territory

AB 2449 Rules (in effect through December 31, 2025) [Gov. Code § 54953(f)]	
Summary	Can be used only in the event of “ just cause ” or an “ emergency circumstance. ” Though defined in AB 2449, these terms overlap to a degree and it will not always be clear which is more appropriate to use (which in turn, has implications due to the annual caps mentioned below).
Just Cause	<p>“Just cause” is defined as any of the following: (1) childcare or caregiving for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote participation; (2) a contagious illness that prevents the member from attending in person; (3) a need related to a disability not otherwise accommodated; or (4) travel while on official business of the legislative body or a state or local agency.</p> <p>Can be used for no more than two meetings per calendar year. Unlike the “emergency circumstance” exception, approval by the legislative body is not required.</p>
Emergency Circumstance	<p>An “emergency circumstance” is defined as a physical or family medical emergency that prevents a member from attending in person.</p> <p>There is no specific limit on the number of times an “emergency circumstance” can be used, but the annual cap described below limits its use generally. Reliance on the “emergency circumstance” ground for remote participation must be specifically approved by legislative body as an action item. A request can be added to an agenda at beginning of meeting if needed, and must be acted on at the beginning of the meeting.</p>
Annual Caps	A member cannot participate remotely for more than three consecutive months or 20% of the regular meetings in a calendar year (i.e. “just cause” and “emergency circumstances” combined). If the body regularly meets fewer than 10x/annually, member cannot participate remotely in more than two meetings.
Notice and Agenda Requirements	Affected member must notify the legislative body (notice to the Clerk is sufficient) of their need to appear remotely as soon as possible, and no later than the start of the meeting, together with a “ general description ” of the grounds for remote participation. The general description need not exceed 20 words or identify any medical diagnosis or disability, or any

	<p>other personal medical information that is exempt from disclosure under other laws.</p> <p>The request to appear remotely pursuant to the emergency exception should be placed on the posted agenda, if possible. If insufficient time to place the request on the agenda when it is posted 72 hours prior to the meeting, the body can still take action on the request pursuant to Government Code § 54954.2(b)(4).</p> <p>Agendas do not need to be posted at each teleconference location.</p>
<p>Member and Public Participation</p>	<ul style="list-style-type: none"> • A member attending remotely must participate through both audio and visual technology. • When a vote is taken, the member must disclose if someone over the age of 18 is in the same room and their relationship to that person. • Public participation must allow for either a call-in option or an internet-based service option to directly address the body in real-time during public comment. • Local agencies do not need to allow public participation at each (or any) location where members are joining remotely, but instead must “clearly advertise” how members of the public can participate on the agenda. Agencies must, however, allow for public attendance and participation at the primary meeting location where the quorum is present. • In the event the meeting broadcast is disrupted, the meeting must pause until it is restored.
<p>Quorum</p>	<p>A quorum of the legislative body members must participate in person at a single physical location within the body’s territory, as identified on the agenda. The location must be open to the public and ADA compliant.</p>



Murphys Sanitary District STAFF REPORT

DATE: February 09, 2023
TO: Honorable Members of the Board
FROM: Kristina Fillmore, Administration Manager
SUBJECT: Administration Staff Report

1. Murphys Oaks Sub-division: No change since December meeting. There are 11 homes completed and billed monthly; (32) homes under construction, with 19 connected, waiting for their final. All lots being built by Kautz have been issued and paid for their permits. No information or permits have been issued for (10) custom lots.
2. WWTP Upgrade 2 – Force Main, Filters & Generator: Blackwater is working on submitting attachments for funding. Waiting on estimates from Aqua Pure.
3. Collection System Upgrades\Replacement Grant Application: MSD provided projections and financial package. Tax questionnaire and project package should be completed by March.
4. Office Update:
 - a) New MSD logo and signage
 - b) Streamline Website – Grant funding available
 - c) Signal Service alarm upgrade – garage/office storage
 - d) Monthly staff meeting
 - e) Paperless Billing, Opt-Out -Sent out with 2/1 billing
 - f) Attended a webinar on Brown Act updates
 - g) Completed Sexual Harassment for Supervisors & Ethics training AB1234
 - h) Engaged with CPA Bryant Jolley for two more years (fiscal years ending 6/30/23 & 6/30/24)



Murphys Sanitary District STAFF REPORT

DATE: February 09, 2023
TO: Honorable Members of the Board
FROM: Dan Murphy, Chief Plant Operator
SUBJECT: Operational Staff Report

OPERATIONAL MONTHLY TOTALS AND SUMMARY

Water storage levels in Pond# 4	Lost an excess of seven feet of Freeboard in January, starting February at an elevation of 2267' (roughly 45.5 million gallons in storage)
PG&E Kilo Use	598kWhrs at WWTP 302kWhrs at IPS
Rain Fall at WWTF	20 inches of rain recorded over 14 days throughout January- more rainfall encountered this month than is previously recorded in Operations files
CL2 Usage	280 gallons of liquid chlorine used for 5 days of Effluent pumping to KHS
Plant influent gallons	11.4 million gallons This is currently the new record, according to the 13 years of recording we have access to, at MSD for Influent received
Effluent gallons	2.1 Million gallons treated and discharged to KHS for storage level relief
Ironstone Influent	142,000 gallons AVG
Hydro flushing lineal footage	>1,200 feet of Collections- Collection system running full from excessive I&I (Infiltration and Inflow)
Sewer Overflow Count	None
Spray Field Gallons Applied	None Tested but, ground is still too saturated to absorb without causing immediate runoff

OPERATIONAL MONTHLY TOTALS AND SUMMARY Continued....

- A pine tree at the Grade road pumphouse has been taken down by Proper Pruning.
- Power outages throughout the District in January spurred Operations to start our equipment maintenance procedures ahead of schedule, as precautionary measures not in response to any operational issues.
- Param Dhillon our regional DSOD regulator conducted our annual Dam inspection on the 26th, no areas of concern or deficiency were identified during inspection and a satisfactory report expected.
- More than predicted Influent, runoff and pond surface loading has made it prudent for Operations to treat and discharge Effluent ahead of normal discharge season to KHS, when conditions allow. The storms in January caused a near 90% increase in the amount of water (from an estimated 24 million gallons at the end of December to currently over 45 million) in Pond 4's storage, without level relief discharging, we potentially stand a risk of overflow if we were to incur another set of storm surges like the ones experienced