



BIGHORN-DESERT VIEW WATER AGENCY

FINANCE/PUBLIC RELATIONS/EDUCATION & PERSONNEL COMMITTEE SPECIAL MEETING AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CA 92285

Note: New Time

October 22, 2009
Thursday
4:30 P.M.

The BDVWA Finance/Public Relations/Education & Personnel Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act. Members of the Board not assigned to the Finance/Public Relations/Education & Personnel Committee may participate as observers at the meeting.

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **ROLL CALL**
- **APPROVAL OF THE AGENDA**

Public Participation - Public is invited to comment on any item on the agenda during discussion of that item. You may wish to submit your comments in writing to assure that you are able to express yourself adequately. In giving your public comment, please state your name and have your information prepared. Due to time constraints, a three minute time limit may be imposed. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, please contact the Board Secretary during Agency business hours by calling 760-364-2315.

1. **PUBLIC PARTICIPATION-** Any person may address the Committee on any matter within the District's jurisdiction on items not appearing on this agenda.
2. **COMMITTEE TO REVIEW CHANGES TO AVAILABLE 2010 HEALTH BENEFIT PROGRAMS AND RECOMMEND POSSIBLE ACTION TO THE BOARD**
3. **STANDING COMMITTEE PROJECT LIST**
4. **DIRECTORS' COMMENTS / REPORTS**
5. **GENERAL MANAGER'S COMMENTS / REPORTS / MINUTES**
 - a. Report from September 9, 2009 FPREP Committee Meeting

6. ITEMS FOR NEXT AGENDA

7. ADJOURNMENT

Materials related to an item on this Agenda submitted to the Committee Members after distribution of the agenda packet are available for public inspection in the Bighorn-Desert View Water Agency office at 622 S. Jemez Tr., Yucca Valley, CA during normal business hours.

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
FINANCE/PUBLIC RELATIONS/EDUCATION/PERSONNEL
AGENDA ITEM SUBMITTAL**

Meeting Date: October 22, 2009

To: Financial/PR/Education/Personnel Comm.
Board of Directors

Budgeted: N/A
Budgeted Amount: N/A
Cost: N/A
Funding Source: N/A

From: Marina D. West

General Counsel Approval: N/A
CEQA Compliance: N/A

Subject: Overview of Available 2010 Medical Benefit Programs

SUMMARY

Over the past year, the FPREPS Committee has expressed an interest in reducing Agency medical expenses for its employees and their dependants while maintaining quality coverage. The Committee gave the staff a directive to pursue a cost-effective plan with the intent of making it available to the Agency employees during the 2010 – 2011 Open Enrollment period (traditionally in October; effective in January 1 of the following calendar year).

RECOMMENDATION:

The Committee to recommend that Board take the following action:

- Authorize 60-day Cancellation letter to ACWA
- Approve SDRMA Memorandum of Understanding
- Adopt Resolution No. 09R-XX (Authorizing Participation in the SDRMA Medical Benefits Program)

BACKGROUND/ANALYSIS

Over the past year, the FPREPS Committee has expressed an interest in reducing Agency expenses for Health Benefits for its employees and their dependants while maintaining quality coverage. The Committee gave the staff a directive to pursue a cost-effective plan with the intent of making it available to the Agency employees during the 2010 – 2011 Open Enrollment period (traditionally in October; effective in January 1 of the following calendar year).

Staff searched various programs, premiums and plan terms from "current" provider ACWA, as well as from SDRMA and CalPERS. Private insurance brokers were also surveyed, but their pricing and guidelines could not compete with those offered by ACWA, SDRMA and CalPERS.

Presented to the Committee is a review of available medical information only (summarizing costs to the Agency) for their consideration and recommendation to the full Board. Timing is critical, since we are in the midst of the Annual Open Enrollment season.

The Board must approve any new contracts in order to take effect at the appropriate time and benefit from the anticipated cost savings.

PRIOR RELEVANT BOARD ACTION(S)

- Resolution No. 03R-03 (Approving the Form of and Authorizing the Execution and Delivery of a Fifth Amended and Restated Joint Powers Agreement)
- Resolution No. 94R-02 (Approving the Execution of an Agreement which creates the ACWA Health Benefits Authority)

Staff Recommendation*

**Cost Comparison of 2010
ACWA and SDRMA Medical Plans**

	2010 ACWA Standard	2010 ACWA Incentive	2010 *SDRMA
<i>Monthly Expense to Agency</i>	\$5,742.51	\$6,000.81	\$4,801.90
<i>Annual Expense to Agency</i>	\$68,910.12	\$72,059.72	\$57,622.80

Should the Committee choose to recommend that the Board contract with the SDMRA Medical Plan, the Agency could potentially save \$11,287.32 over selecting the 2010 ACWA Standard Plan option.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter "MEMORANDUM") is entered into by and between the Special District Risk Management Authority (hereafter "SDRMA") and the participating public entity (hereafter "ENTITY") who is signatory to this MEMORANDUM.

Recitals

WHEREAS, on August 1, 2006, SDRMA was appointed administrator for the purpose of enrolling small public entities typically having 250 or less employees into the California State Association of Counties ("CSAC") Excess Insurance Authority ("EIA") EIAHealth's Small Group Medical Benefits Program (hereinafter "PROGRAM").

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by EIAHealth Committee for the PROGRAM (the "COMMITTEE") and not SDRMA.

WHEREAS, ENTITY desires to enroll and participate in the PROGRAM.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. PURPOSE. ENTITY is signatory to this MEMORANDUM for the express purpose of enrolling in the PROGRAM.
2. INITIAL COMMITMENT PERIOD. ENTITY understands and acknowledges that it is required to remain in the PROGRAM for a period of at least three (3) full years as a condition to participation in the PROGRAM (the "INITIAL COMMITMENT PERIOD").
3. ENTRY INTO PROGRAM. ENTITY shall enroll in the PROGRAM by making application through SDRMA which shall be subject to approval by the PROGRAM's Underwriter and governing documents and in accordance with applicable eligibility guidelines.
4. MAINTENANCE OF EFFORT. PROGRAM is designed to provide an alternative medical benefit solution to all participants of the ENTITY including active and retired employees, dependents and public officials. ENTITY's contributing toward retiree benefit coverage prior to joining the PROGRAM, must contribute a minimum of 50% toward the cost of retiree benefit coverage during the INITIAL COMMITMENT PERIOD. After the INITIAL COMMITMENT PERIOD, ENTITY may discontinue coverage or change the contribution amount for retirees. However, ENTITY must contribute at least the minimum percentage required by the eligibility requirements.
5. PREMIUMS. ENTITY understands that premiums and rates for the PROGRAM are set by the COMMITTEE. ENTITY will remit monthly premiums based upon rates established for each category of participants and the census of covered employees, dependents and retirees.

Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from their consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA will add an administrative fee to premiums and rates set by the COMMITTEE for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.

- a. SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the

specified date will accrue penalties. Medical benefit premiums are based on a full month. There are no partial months or prorated premiums.

- b. ENTITY must send notification of termination of benefits for a covered employee to the PROGRAM and SDRMA by the 15th of the current month to terminate at the end of the month. Otherwise (i.e. notification after the 15th), termination will be as of the end of the following month.
6. **BENEFITS.** Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the PROGRAM and as agreed upon between the ENTITY and its recognized employee organizations as applicable.
7. **COVERAGE DOCUMENTS.** Except as otherwise provided herein, CSAC-EIAHealth documents outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM.
8. **PROGRAM FUNDING.** It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.
9. **ASSESSMENTS.** Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the determination and approval of the COMMITTEE in accordance the following:
 - a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.
 - b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premium paid for the preceding 3 years. ENTITY's must be current participants to receive a dividend except upon termination of the PROGRAM and distribution of assets.
 - c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.
 - d. Fund equity will be evaluated on a total program-wide basis as opposed to each year standing on its own.
10. **WITHDRAWAL.** ENTITY may withdraw after their INITIAL COMMITMENT PERIOD (three (3) full year commitment period) and subject to the following condition; ENTITY shall notify SDRMA and the PROGRAM in writing of their intent to withdraw at least 180 days prior to their actual coverage renewal date. ENTITY may rescind its notice of intent to withdraw.
11. **LIAISON WITH SDRMA.** Each ENTITY shall maintain staff to act as liaison with the SDRMA and between the ENTITY and the SDRMA's designated PROGRAM representative.
12. **DISPUTES.** Disputes between the parties related to this MEMORANDUM shall be resolved as follows:
 - a. Mediation Before Litigation. The parties agree that in the event of any dispute by and between them, they shall first attempt to resolve the dispute by way of an informal mediation and if such efforts do not result in a resolution, they may proceed to litigate the claims.
 - b. Selection of Mediator. The mediation shall be held before a neutral mediator having at least 15 years civil business litigation experience or a retired judge. Within ten (10) days of a demand for mediation, the parties shall attempt to mutually select a neutral and qualified mediator. If the parties agree on the selection of the mediator, the mutually selected mediator shall be appointed for the mediation. If the

parties are unable to mutually select a qualified mediator, they shall each select a neutral mediator and the two shall then select the third who shall be designated as the parties' neutral mediator for the dispute. Any selected mediator who is unable or unwilling to fulfill his duties may be replaced.

- c. Time of Mediation. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within 45 days of a demand.
 - d. Costs of Mediation. The parties shall split and pay for the fees charged by the mediator equally.
 - e. Confidentiality of Mediation Process. The parties agree that the mediation of the dispute will be an effort to compromise disputed claims and that mediation shall be deemed confidential and no statements made at the mediation can be used against them in the event of future litigation.
 - f. Position Statements. Any party making a demand for mediation shall set forth in their written demand for mediation the factual and legal basis known to them for their claims or dispute and provide copies of any statements, summaries, reports, or documentary information known to them at the time to support their claims, save and except, privileged or confidential information, which may be withheld. Within thirty (30) days after receipt of a demand for mediation, the recipient shall provide a written response to the claims setting forth the factual and legal basis known to them to support the response or affirmative defenses and also provide copies of any statements, summaries, reports, or documentary information known to them at the time to support the response or affirmative defenses, save and except, privileged or confidential information, which may be withheld. Copies of the position statements and information exchanged between the parties under this provision shall be provided to the mediator in advance of the mediation.
 - g. Failure to Participate in Mediation. Any party who fails to participate in the mediation shall waive their right to collect attorney fees herein.
 - h. Exclusions From Mediation. The parties agree that any claim for immediate injunctive relief is specifically excluded from the requirements of mediation. The parties further agree that disputes related to coverage under the PROGRAM are excluded from this provision and shall be governed in accordance with CSAC-EIAHealth documents and/or PROGRAM documents.
13. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.
14. VENUE. Venue for any dispute or enforcement shall be in Sacramento, California.
15. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.
16. COMPLETE AGREEMENT. This MEMORANDUM together with the related PROGRAM documents constitutes the full and complete agreement of the ENTITY.
17. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
18. AMENDMENT OF MEMORANDUM. This MEMORANDUM may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's signatory to this MEMORANDUM. Any ENTITY who fails or refuses to execute an amendment

to this MEMORANDUM shall be deemed to have withdrawn from the PROGRAM on the next annual renewal date.

- 19. EFFECTIVE DATE. This MEMORANDUM shall become effective upon the signing of this MEMORANDUM by the ENTITY and Chief Executive Officer or Board President of SDRMA.
- 20. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____

By: _____

Special District Risk
Management Authority

Dated: _____

By: _____

Bighorn-Desert View Water Agency

Draft - Pending Board Action

RESOLUTION NO.09R-XX

A RESOLUTION OF THE (GOVERNING BODY) OF BIGHORN-DESERT VIEW WATER AGENCY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S MEDICAL BENEFITS PROGRAM

WHEREAS, BIGHORN-DESERT VIEW WATER AGENCY, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "Entity"), has determined that it is in the best interest and to the advantage of the Entity to participate in Medical Benefits offered by the Special District Risk Management Authority (the "Authority"); and the Entity understands a condition of participation in Medical Benefits is a minimum of 3 full years; and

WHEREAS, Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing risk financing and risk management programs; and other coverage protection programs; and

WHEREAS, participation in Special District Risk Management Authority programs requires the Entity to execute and enter into a Memorandum of Understanding (the "MOU"); which states the purpose and participation requirements for Medical Benefits; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Entity is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The Entity's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Entity.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the Entity and the Special District Risk Management Authority, in the form presented at this meeting and on file with the Entity's Secretary, is hereby approved. The Entity's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Entity, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The Entity's Governing Body approves participating for a minimum of three full years in Special District Risk Management Authority Medical Benefits.

Section 4. Other Actions. The Authorized Officers of the Entity are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

By _____
Judy Corl-Lorono, Board President

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Bighorn-Desert View Water Agency, and that a regular meeting of the Board of Directors of said Agency held on _____, 2009, the foregoing Resolution 09R-XX was duly and regularly adopted by said Board, and that said resolution had not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

By _____
Joanne L Keiter, Board Secretary

Draft - Pending Board Action

Table 1

FINANCIAL/PUBLIC RELATIONS/EDUCATION/PERSONNEL STANDING COMMITTEE PROJECT LIST		COMMENTS	
SUBJECT	STATUS	COMMENTS	
Public Relations	ongoing	Committee to discuss public relations and community outreach planning objectives	
Employee Relations	completed		
Employee Handbook Update	ongoing	Executive Secretary/Personnel Administration - done.	
Job Descriptions	completed		
Organizational Chart	ongoing	Staff awaiting input from insurance vendors on plan definitions and costs.	
Medical Benefits	introduce to Committee	Recommend that Committee address existing water loss relief policy	
Water Loss Billing Relief Policy	referred to committee		
Board of Directors Compensation Policies		Sets Director "per diem" compensation policy	
Ordinance 08O-01 Revision		Sets methods and practices for other types of Director compensation	
Official Duties Policy			
Mission/Vision/Value Statement	2/28/2009	Update mission statement from Workshop 2009	
Inactive Meters	4/28/2009	Staff has calculated 96 customers on Desert View, and 131 customers in Bighorn have opted to keep meter connections and are paying. No communication from the remaining customers.	
Guidelines for use of audio and visual recording equipment at Agency meetings.	9.10.2008	Chair McBride requested staff to look into guidelines. No progress to date.	
Bulk Hauling Rates and Fees	done	New rate in place.	
Agency Logo for Vehicles and Signs	introduce to committee	Review layout of various logo designs intended to be utilized on Agency vehicles and signs	

Updated 9/9/2009



BIGHORN-DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

**FINANCE/PUBLIC RELATIONS/EDUCATION &
PERSONNEL COMMITTEE REPORT**

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CA 92285

September 9, 2009
Thursday
4:00 P.M.

- **CALL TO ORDER**

Meeting convened by Director McBride at approximately 4:04 p.m.

- **PLEDGE OF ALLEGIANCE**

Led by Martha Oswalt

- **ROLL CALL**

Directors Present: Mike McBride, Chairperson
Judy Corl-Lorono, Member

Staff Present: Marina West, General Manager
Joanne Keiter, Board Secretary

Public Present: 7 noted (Director Burkhardt attending as a "private citizen")

- **APPROVAL OF THE AGENDA - Committee Consent**

1. **PUBLIC PARTICIPATION - None**

2. **CALL FOR A CLOSED SESSION -** Director McBride announced a break @ 4:06 and reconvened the committee meeting @ 4:54 for a **CLOSED SESSION REPORT -** Director McBride said, "there was no reportable statement to make at this time".

3. **DISCUSSION SURROUNDING PROPOSAL TO TRANSFER PAYROLL FROM OUTSIDE VENDOR TO "IN HOUSE" PROCESSING BY AGENCY STAFF -**

Highlights of discussion led by GM West:

- Since 2002, payroll services have been provided by Paychex (annual budget \$3,000+/-).
- Prior to contracting with Paychex, staff had prepared and executed "in-house" payroll using existing DataStream accounting software.
- Paychex continues to make mistakes that are frustrating to the Agency staff and create additional staff workload. (99.9% of the work is already processed by Agency staff. After data transfer, Paychex only provides check printing and payment of taxes.)
- In summary, after updating the accounting "payroll module" (estimated at \$1,520.00) and a return of those same activities to "in-house" processing by our current administrative staff,

a potential cost savings to Agency could be realized two years after implementing this change.

- Anticipated effective date - January 1, 2010.

Following Presentation - Item Open for Discussion

- Director Cori-Lorono thought it was an excellent idea;
- Director McBride didn't care either way, if it makes the staff's job easier, then he's all for it. Director McBride asked if any formal action was needed and offered to make a "recommendation to the Board".
- GM West said she didn't believe it was necessary, but would research first and if so, she would bring it before the Board.

Item Open for Public Comment - None

4. DISCUSSION OF PROPOSED CHANGES TO AGENCY CHARGE FOR TEMPORARY CONSTRUCTION WATER METERS -

Information and Discussion - Led by GM West:

- This topic surfaced while working on the ECM Contract and determining the appropriate rates and fees to charge.
- Questioned the two (2)-rate structure, "temporary construction" vs. "bulk hauling" charges. (Currently the charge for Temporary Construction Water is equivalent to 1.5X the regular metered rate for water service, \$41.50 per month Basic Service Charge and \$4.50 per unit.) Temporary Construction Water is obtained by a fire hydrant not a dedicated meter as with the Bulk Hauling Stations. These uses are limited to a three-month period per the Agency Rules and Regulations for Water Service.
- She asked the Committee to review and propose a rate consistent with the Bulk Hauling rate of \$8.50/per unit and \$0 Basic Service Charge and a customer deposit of \$350. She noted that this change would primarily affect contractors.
- Although these charges and fees do not fall under Prop. 218, compliance with the Mitigation Fee Act Procedure, as described in Government Code 66016, is required. The Code section states that documentation must be provided that proves a fee or charge does not exceed the estimated reasonable cost, labor and materials, to provide the unique service. This Bulk Water rate analysis was provided to Board and provides the basis for the revised charge for Temporary Construction Water. Per the Code Section, the basis for these charges must be made available to the public at least 10 days in advance of the Board's decision to increase these charges. The public was verbally informed at the August 25, 2009 Board of Director's meeting of the 10-day notice. The analysis for this charge is available for inspection at the Agency's main office.
- Following review and acceptance by the Committee, staff will agendize the increase in the Temporary Construction Water Charge for the September 29th Board meeting for further consideration and possible adoption. The publication of the Board intent was made at the January 27th Board meeting thereby complying with the minimum 14-day public notification period.
- GM West emphasized that the Temporary Construction Water sales are classified as inconsistent revenue and not lumped into other categories. The Bulk Water Enterprise, however, is separated and revenues are intended to maintain and make improvements to that specific system.

Following Presentation - Item Open for Discussion

- o Director McBride said that he always thought of this as a "glaring injustice" to the Johnson Valley people and felt this just wasn't fair.

Item Open for Public Comment - None

5. COMMITTEE REVIEW OF BAD DEBT WRITE-OFFS, TOTALING \$17,831.49 DURING FY2005 TO PRESENT. COMMITTEE ALSO REVIEWED POLICY 09P-XX (APPROVAL OF THE EXPENSE OF BAD DEBT) AND RECOMMEND TO BOARD ADOPTION OF SAME.

Information and Discussion - Led by GM West:

- o Introduced topic and rationale for "write off" of accumulated bad debt expense discovered during the FY2008/09 audit. *The amount to be written off is pending Board action scheduled for the September 29, 2009 Regular meeting.*
- o Reviewed table summarizing amounts requiring Board approval that were "written off" and those yet to be "written off".
- o She stated that it is a formality for the Board to know annually about the "write off" balances.
- o The proper procedure is that once a customer has been sent to collections, then Board should approve the write off and transfer the balances to the Bad Debt account. If the collection agency makes a recovery, then the funds can then be credited to the Bad Debt account.
- o She also stated that staff recommends an update to the '04 Approval of the Expense of Bad Debt Policy due to some recent changes (pertaining to owner/tenant arrangements for water service) made to the Agency Rules and Regulations.

Following Presentation - Item Open for Discussion

- o Director Cori-Lorono asked how long something stays in collections.
- o GM West responded that 60 days after going "bad", an account is sent to collections and it can stay there indefinitely. If any amounts are collected, we typically receive only 50% of that. She added that over time, we really have collected that much in funds from this service.
- o In the future, updated Rules and Regulations will outline the owner/tenant arrangement, allowing property owners to be pursued in a different way (authority to file property tax liens while reserving the right to forward to collections).
- o Director McBride considered this as a "clean-up" and questioned how much of this was tenant debt. Concluding that he didn't want Bighorn to "be on the hook" for these amounts.
- o GM West responded that this was all tenant amounts; the property-owner portions had already been transferred.
- o Director Cori-Lorono inquired how this was discovered.
- o GM West stated that the "new" audit team identified this issue and recommended Board action to correct.

Item Open for Public Comment -

- o John Burkhart asked what the minimum dollar amount was to send an account to collections.
- o GM West stated it was \$25.00, adding that the property lien amounts had not yet been determined.

- o Martha Oswalt said that she heard that collections through a property lien were "not legal".
- o GM West said that she "didn't know why not", but offered to investigate further. She said that other Agencies pursue this process (i.e. Mojave Water Agency for delinquent bond payments, etc.) She concluded with that she believed the Organic Statute gives Bighorn the authority to lien properties, but would verify regardless.

6. COMMITTEE UPDATE ON 2010 HEALTH BENEFIT PROGRAMS AVAILABLE -

No Committee Action Taken; Information and Discussion Item Only

Led by GM West:

- o Limited information was available in advance of this Committee meeting, so it is anticipated that a Special Session may be needed to review information once it is released. Since annual Open Enrollment is in October - November, the Board must approve any new contracts at their October meeting in order for these changes to take effect at the appropriate time.

Item Open for Public Comment -

- o Phil Johnson thanked the staff for their efforts to reduce health benefit expenses.

7. REQUEST TO SHIFT AGENCY OFFICE VETERAN'S DAY HOLIDAY CLOSURE FROM WEDNESDAY NOVEMBER 11th TO FRIDAY NOVEMBER 13th 2009 -

Information and Discussion - Led by GM West:

- o Staff had requested that the Board consider granting a 3-day weekend by observing the Veteran's Day Holiday on Friday the 13th rather than the "official" day of Wednesday, November 11th.

Following Presentation - Item Open for Discussion

- o Director McBride expressed "no objections"

Item Open for Public Comment - None

Thus, Committee recommends Board action on proposed change.

8. STANDING COMMITTEE PROJECT LIST:

- o Director McBride said that he believed pursuing reduced costs for medical benefits was a priority.
- o He also commented that he was anxious to come back to the "water loss" policy at a future meeting.
- o He would also like to review the inactive meters program sometime soon.
- o Director Corl-Lorono questioned the condition of the Agency vehicles logos.
- o GM West said that the artwork had been lost by the vendor, but she would return to the Committee with samples for their review and comment.

9. DIRECTORS' COMMENTS / REPORTS:

- o Director Corl-Lorono mentioned that the Agency would be participating in this year's October Orchid Festival and staffing our booth with volunteers. The themes would be "recycling" and "water conservation".

- o Director McBride - nothing to report

10. GENERAL MANAGER'S COMMENTS / REPORTS:

- o GM West introduced a new process for accepting committee meeting minutes. The "action items" would be provided to the committee in a report format for them to approve. This would in turn become a Committee report and part of a future Board packet.
- o GM West next shared a few examples on how Mojave Water Agency shows their support to our Agency customers with many "behind the scenes" programs (i.e. rebates, etc.)

8. ITEMS FOR NEXT AGENDA:

- o GM West commented that if a Special Meeting to review Health Benefits were needed, additional information would follow and be announced to the public.

9. ADJOURNMENT: Director McBride adjourned the meeting @ 6:07 PM.

Respectfully Submitted by:



Joanne L Keiter, Board Secretary