BOARD MEETING AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
DECEMBER 18, 2019 beginning at 6:00 PM

DISTRICT ADMINISTRATIVE OFFICE
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

In compliance with the Americans with Disabilities Act, if you have a disability and need a
disability-related modification or accommodation to participate in this meeting, please contact the
General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one
full business day before the start of the meeting.

CALL TO ORDER:
Upon request, agenda items may be moved to accommodate those in attendance wishing
to address that item. Please inform the General Manager.

ROLL CALL OF DIRECTORS:

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section
54956.9: 2 cases

CL-2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Section 54956.9: 1 case

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:
January 15, 2020  6:30 PM   Regular Meeting
February 19, 2020  6:30 PM   Regular Meeting
March 18, 2020    6:30 PM   Regular Meeting
April 15, 2020    6:30 PM   Regular Meeting
May 20, 2020      6:30 PM   Regular Meeting
June 17, 2020     6:30 PM   Regular Meeting
July 15, 2020     6:30 PM   Regular Meeting
August 19, 2020   6:30 PM   Regular Meeting
August 26, 2020   6:30 PM   Special Meeting
September 15, 2020 6:30 PM   Regular Meeting
October 21, 2020  6:30 PM   Regular Meeting
November 18, 2020 6:30 PM   Regular Meeting
December 16, 2020 6:30 PM   Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors
of the Citrus Heights Water District was posted in a location accessible to the public at the District
Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours
prior to the special meeting in accordance with Government Code Section 54956.

[Signature]
Madeline Henry, Administrative Services Manager/Chief Board Clerk

Dated: December 12, 2019
In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER:
Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the General Manager.

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIANCE:

VISITORS:

PUBLIC COMMENT:
The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board’s consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item (D) Discussion Item (I) Information Item

CONSENT CALENDAR: (I/A)
All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

CC-1a. Minutes of the Special Meeting – November 20, 2019 (A)
CC-1b. Minutes of the Regular Meeting – November 20, 2019 (A)
CC-1c. Minutes of the Special Meeting – November 20, 2019 (A)
CC-1d. Minutes of the Special Meeting – November 25, 2019 (A)

Recommendation: Approve the minutes of the November 20, 2019 Regular and Special Meetings and the November 25, 2019, Special Board of Directors Meetings.

CC-2. Revenue Analysis Report for November 2019 (I)
CC-3. Assessor/Collector’s Roll Adjustment for November 2019 (I)
CC-4. Treasurer’s Report for November 2019 (I)
CC-5. Treasurer’s Report of Fund Balances for November 2019 (I)
CC-6. Operating Budget Analysis for November 2019 (I)
CC-7. Capital Projects Summary November 2019 (I)
CC-8. Warrants for November 2019 (A)

Recommendation: Approve disbursements issued for payment dated November 14, 2019 through December 12, 2019 per Policy 6460.20.

CC-10. Summary of 2019 Employees and Directors Training Courses, Seminars and Conference (I)
CC-11. Employee Recognitions (I)
CC-12. Long-Range Agenda (I)
CC-13. Engineering Department Report (I)
CC-14. Operations Department Report (I)
CC-16. Water Supply Reliability (I)
CC-17. Water Efficiency and Safety Program Update (I)
CC-18. Discussion and Possible Action to Approve an Agreement with NEKO Industries for an Electronic Document & Records Management System (A)

Recommendation:
1. Authorize the General Manager to execute an agreement with NEKO Industries for an Electronic Document & Records Management System.

CC-19. Discussion and Possible Action to Amend Policy 2060: Educational and Training Functions (A)

Recommendation:
1. Approve update to Board of Directors and Officers Policy 2060 Educational and Training Functions.

CC-20. Resolution Commending Steve Nugent for Outstanding Service to the Water Industry

Recommendation:
1. Approve the accompanying resolution commending Steve Nugent for his outstanding service to the water industry on the occasion of his retirement.

PRESENTATIONS:
None.

STUDY SESSIONS:
None.
BUSINESS:

B-1. Selection of President and Vice President (A)

Recommendation:
1. Consider selection of President and Vice President of the Board of Directors.

B-2. Discussion and Possible Action to Appoint 2019-2020 Representatives and Alternates (A)

Recommendation:
1. Consider appointments of the Board of Directors or Staff to serve as District representatives to various organizations.

B-3. Appoint District Officers (A)

Recommendation:
1. Consider appointments to Officer positions for the District.

B-4. Discussion and Possible Action to Approve Updates to District Policies to Comply with SB998 (A)

Recommendations:
1. Consider and discuss revisions to the following District policies to comply with SB998: Policy 7120, Customer Account Deposits; Policy 7170, General Billing Procedures for Bi-Monthly Accounts; Policy 7200 Establishing and Closing Customer Accounts; Policy 7270 Service Termination / Re-Establishment; Policy 7330 Disputed Water Consumption Charges.; and
2. Approve proposed revisions to the attached District policies; or
3. Provide direction with regard to proposed District policies for staff to bring to January meeting.

B-5. Consideration and Approval of Resolution of Intent to Convert from At-Large to By-District Election System

Recommendation:
1. Adopt a resolution of intention to transition to by-district elections.

B-6. Discussion and Possible Action to Cast Ballot on Sacramento Local Agency Formation Commission Run-off Election of an Alternate Special District Commissioner

Recommendation:
1. Cast vote on Sacramento Local Agency Formation Commission (LAFCo) ballot regarding the run-off election of an Alternate Special District Commissioner.
MANAGEMENT SERVICES REPORTS (I):
  None.

CONSULTANTS’ AND LEGAL COUNSEL’S REPORTS (I):
  None.

DIRECTOR’S AND REPRESENTATIVE'S REPORTS (I):
  D-1. Regional Water Authority (Riehle).
  D-2. Sacramento Groundwater Authority (Sheehan).
  D-3. San Juan Water District (All).
  D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
  D-6. City of Citrus Heights (Pieri).
  D-7. Chamber of Commerce Update (Talwar/Henry).
  D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
  D-10. Other Reports.

CLOSED SESSION:
  None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

  January 15, 2020  6:30 PM  Regular Meeting
  February 19, 2020  6:30 PM  Regular Meeting
  March 18, 2020  6:30 PM  Regular Meeting
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  July 15, 2020  6:30 PM  Regular Meeting
  August 19, 2020  6:30 PM  Regular Meeting
  August 26, 2020  6:30 PM  Special Meeting
  September 15, 2020  6:30 PM  Regular Meeting
  October 21, 2020  6:30 PM  Regular Meeting
  November 18, 2020  6:30 PM  Regular Meeting
  December 16, 2020  6:30 PM  Regular Meeting

ADJOURNMENT:

CERTIFICATION:

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the special meeting in accordance with Government Code Section 54954.2.

Madeline Henry, Administrative Services Manager/Chief Board Clerk

Dated: December 12, 2019
CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 20, 2019

The Special Meeting of the Board of Directors was called to order at 6:00 p.m. by Vice President Riehle and roll was called. Present were:

Raymond A. Riehle, Vice President
David Wheaton, Director

Absent:
Caryl F. Sheehan, President

Staff:
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services
David Gordon, Director of Operations
Missy Pieri, Director of Engineering/District Engineer
Madeline Henry, Acting Senior Management Analyst/Chief Board Clerk
Brian Hensley, Water Resources Supervisor
Josh Nelson, Assistant General Counsel
Steve Anderson, General Counsel

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

No reportable action.

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs 243-0480-033 and 243-0480-034
Agency negotiator: Hilary Straus, Susan Talwar, David Gordon, Brian Hensley, Steve Anderson, Josh Nelson, Madeline Henry, Missy Pieri
Negotiating parties: Watt Companies, Inc.
Under negotiation: Price and Terms of Payment

No reportable action.

Vice President Riehle adjourned the meeting at 6:44pm.

Vice President Riehle reopened the meeting at 9:05pm.

CL-3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case
No reportable action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:24 pm.

APPROVED:

______________________________
MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

______________________________
RAYMOND A RIEHLE, Vice President
Board of Directors
Citrus Heights Water District
The Regular Meeting of the Board of Directors was called to order at 6:50 p.m. by Vice President Riehle and roll was called. Present were:

- Raymond A. Riehle, Vice President
- David Wheaton, Director

Absent:
- Caryl F. Sheehan, President

Staff:
- Hilary Straus, General Manager
- Susan Talwar, Director of Finance and Administrative Services
- David Gordon, Director of Operations
- Missy Pieri, Director of Engineering/District Engineer
- Tim Cutler, Water Distribution Supervisor
- Tamar Dawson, Assistant Engineer
- Madeline Henry, Acting Senior Management Analyst/Chief Board Clerk
- Rebecca Scott, Senior Management Analyst
- Rex Meurer, Water Efficiency Supervisor
- Beth Shockley, Management Analyst
- Josh Nelson, Assistant General Counsel
- Steve Anderson, General Counsel

PLEDGE OF ALLEGIANCE:

Board Vice President Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

Vice President Riehle asked for consideration and/or approval of the Consent Calendar.

- CC-1a. Minutes of the Special Meeting – October 10, 2019 (A)
- CC-1b. Minutes of the Regular Meeting – October 16, 2019 (A)
- CC-1c. Minutes of the Special Meeting – October 16, 2019 (A)

  Recommendation: Approve the minutes of the October 10, 2019 Special Meeting and the October 16, 2019, Special and Regular Board of Directors Meetings.

- CC-2. Revenue Analysis Report for October 2019 (I)
- CC-3. Assessor/Collector’s Roll Adjustment for October 2019 (I)
- CC-4. Treasurer’s Report for October 2019 (I)
CC-5. Treasurer’s Report of Fund Balances for October 2019 (I)
CC-6. Operating Budget Analysis for October 2019 (I)
CC-7. Capital Projects Summary October 2019 (I)
CC-8. Warrants for October 2019 (A)
   Recommendation: Approve disbursements issued for payment dated October 10, 2019 through November 14, 2019 per Policy 6460.20.

CC-9. Purchase Card Distributions for October 2019 (I)
CC-10. Summary of 2019 Employees and Directors Training Courses, Seminars and Conference (I)
CC-11. Employee Recognitions (I)
CC-12. Long-Range Agenda (I)
CC-13. Engineering Department Report (I)
CC-14. Operations Department Report (I)
CC-16. Water Supply Reliability (I)
CC-17. Water Efficiency and Safety Program Update (I)
CC-18. Strategic Plan Update (I)
CC-19. Resolution Commending Gilbert J. Garcia for Service to the Citrus Heights Water District (A)
   Recommendation:
   1. Adopt Resolution No. 17-2019 Commending Gilbert J. Garcia for his service to the District.

CC-20. Approve Agreement for the Exchange of Real Property with Watt Companies, Inc. (A)
   Recommendation:
   1. Approve agreement based on Board direction.

CC-21. 2020 Board Meeting Schedule (A)

ACTION:
Director Wheaton moved and Vice President Riehle seconded a motion to approve the Consent Calendar.

   The motion carried 2-0 with all Directors voting yes.

PRESENTATIONS:
None.

STUDY SESSIONS:
S-1. Electronic Document Retention Management System (EDRMS) (I)

   The Board provided consensus direction for staff to bring back the EDRMS agreement for consideration at the Regular Meeting on 12/18/19.
BUSINESS:

B-1. **Discussion and Possible Action to Approve the 2019 Emergency Operations Plan Update and the Emergency Operations Center Annex, and updates to Policy 5100 (A)**

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

2. Approve updates to District Policy 5100
3. Authorize the General Manager to execute documents related to the District’s Emergency Operations Plan

The motion carried 2-0 with all Directors voting yes.

B-2. **Discussion and Possible Action to Approve a Task Order Agreement with Waterwise Consulting, Inc. (A)**

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

Authorize the General Manager to execute a task order agreement with Waterwise Consulting, Inc. for Water Efficiency Services.

The motion carried 2-0 with all Directors voting yes.

Vice President Riehle requested that the Board consider item B-5 before B-3.

B-5. **Merit-Based Salary Adjustment for General Manager (A)**

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

Approve a merit-based salary adjustment for the General Manager.

The motion carried 2-0 with all Directors voting yes.

B-3. **Discussion and Possible Action to Approve a Mutual Aid Interconnection Agreement with Carmichael Water District (A)**

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

Authorize the General Manager to execute a Mutual Aid Interconnection Agreement with Carmichael Water District

The motion carried 2-0 with all Directors voting yes.

B-4. **Discussion and Possible Action to Designate the District’s Voting Representative for the December 4 General Session Membership Meeting at the 2019 ACWA Fall Conference (A)**
ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

1. Designate Vice President Riehle as the District’s voting delegate for the ACWA General Session Membership meeting.
2. Authorize the General Manager or designee to complete and submit the Proxy Designation Form to ACWA.

The motion carried 2-0 with all Directors voting yes.

Vice President Riehle adjourned to the Special Meeting at 8:39pm.

Vice President Riehle reopened the Regular Meeting at 8:45pm.

 MANAGEMENT SERVICES REPORTS (I):
None.

DIRECTOR’S AND REPRESENTATIVE’S REPORTS (I):
D-1. Regional Water Authority (Riehle).
D-2. Sacramento Groundwater Authority.
D-3. San Juan Water District (All).
D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
D-6. City of Citrus Heights (Pieri).
D-7. Chamber of Commerce Update (Talwar/Henry).
D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
D-9. Customer Advisory Committee (Riehle/Pieri).
D-10. Other Reports.

CLOSED SESSION:
None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:05 pm.

APPROVED:

_______________________________  ________________________________
MADELINE A. HENRY            RAYMOND A RIEHLE, Vice President
Deputy Secretary            Board of Directors
Citrus Heights Water District  Citrus Heights Water District
CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 20, 2019

The Special Meeting of the Board of Directors was called to order at 8:39 p.m. by Vice President Riehle and roll was called. Present were:

Raymond A. Riehle, Vice President
David Wheaton, Director

Absent:
Caryl F. Sheehan, President

Staff:
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services
David Gordon, Director of Operations
Missy Pieri, Director of Engineering/District Engineer
Tim Cutler, Water Distribution Supervisor
Tamar Dawson, Assistant Engineer
Madeline Henry, Acting Senior Management Analyst/Chief Board Clerk
Rebecca Scott, Senior Management Analyst
Rex Meurer, Water Efficiency Supervisor
Beth Shockley, Management Analyst
Josh Nelson, Assistant General Counsel
Steve Anderson, General Counsel

BUSINESS:

B-1. Discussion and Possible Action to Cast Ballot on Sacramento Local Agency Formation Commission Ballot Regarding the Election of a Special District Commissioner to LAFCo and Alternate Special District Commissioner

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to:

Cast vote on Sacramento Local Agency Formation Commission (LAFCo) ballot for Brandon Rose as Special District Commissioner to LAFCo and Jason Green as Alternate Special District Commissioner.

The motion carried 2-0 with all Directors voting yes.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:45 pm.
APPROVED:

MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

RAYMOND A RIEHLE, Vice President
Board of Directors
Citrus Heights Water District
CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
November 25, 2019

The Special Meeting of the Board of Directors was called to order at 6:30 p.m. by Vice President Riehle and roll was called. Present were:

Raymond A. Riehle, Vice President
David Wheaton, Director

Absent:
Caryl F. Sheehan, President

Staff:
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services
Missy Pieri, Director of Engineering/District Engineer
Madeline Henry, Acting Senior Management Analyst/Chief Board Clerk
Brian Henlsey, Water Resources Specialist
Rebecca Scott, Senior Management Analyst
Alberto Preciado, Accounting Manager
Brittney Moore, Acting Management Analyst

BUSINESS:

Vice President Riehle declared the public hearing open at 7:42pm.

Vice President Riehle closed the public hearing at 8:55pm.

   B-1.  Water Rates and Miscellaneous Charges and Fees Effective 2020 (A)

ACTION: Vice President Riehle moved and Director Wheaton seconded a motion to:


The motion carried 2-0 with all Directors voting yes.

   B-2.  2020 Operating and Capital Improvements Budgets (A)

ACTION: Vice President Riehle moved and Director Wheaton seconded a motion to:

Adopt Resolution 21-2019 Establishing Fiscal Year 2020 Operating and Capital Improvement Budgets.

The motion carried 2-0 with all Directors voting yes.
B-3. **Capacity Charges Effective 2020 (A)**

ACTION: Vice President Riehle moved and Director Wheaton seconded a motion to


The motion carried 2-0 with all Directors voting yes.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 9:23 pm.

**APPROVED:**

__________________________
MADELINE A. HENRY
Deputy Secretary
Citrus Heights Water District

__________________________
RAYMOND A RIEHLE, Vice President
Board of Directors
Citrus Heights Water District
### Outstanding Receivables

#### Aged Trial Balance

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<th></th>
<th>Total</th>
<th>Current</th>
<th>31-90</th>
<th>91-150</th>
<th>&gt;150</th>
<th>Unapplied Current</th>
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<td>921,748</td>
<td>798,442</td>
<td>163,147</td>
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#### General Ledger Balance

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<tr>
<td>Outstanding A/R</td>
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<td>Outstanding Liens</td>
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<td>Outstanding Grants</td>
<td>1,453</td>
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<td>Unclaimed Funds</td>
<td>15,275</td>
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<td>Less Unapplied Payments</td>
<td>(87,167)</td>
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<td><strong>Total</strong></td>
<td><strong>$ 912,036</strong></td>
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### Assessor/Collector Roll Adjustment
**November-19**

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<th>Charge Type</th>
<th>Amount</th>
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<tr>
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**Grand Total**

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<tr>
<th>Dollar</th>
<th>Count</th>
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<tbody>
<tr>
<td>$ 1,018.38</td>
<td>19</td>
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TREASURER’S REPORT TO THE BOARD OF DIRECTORS
NOVEMBER 2019

Bank of the West
Beginning Balance $7,887,091

RECEIPTS:

DISBURSEMENTS:

Checks Issued / ACH Payments 1,166,763
Payroll 552,684
Returned Checks 1,580

1,721,027 (285,290)

Bank of the West
Balance per Bank 11/30/2019 7,601,801
Outstanding Checks (52,358)
Deposit in Transit 43,497

Balance Per Books 11/30/2019 $7,592,941

RECONCILEMENT:

Bank of the West
Local Agency Investment Fund 6,382,527
COP Reserve Account 542,118
Money Mkt Activity Account 542,561

TOTAL BALANCE $15,060,146

CASH & INVESTMENT SUMMARY:

Bank of the West (General Account) $7,592,941
Local Agency Investment Fund 6,382,527
COP Reserve Account 542,118
Money Mkt Activity Account 542,561

Total $15,060,146

<table>
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<th>INSTITUTION</th>
<th>MATURITY DATE</th>
<th>INT RATE</th>
<th>DEPOSIT AMOUNT</th>
<th>DATE OF LAST TRANSACTION</th>
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<td>Local Agency Investment Fund</td>
<td>Daily</td>
<td>2.45%</td>
<td>39,073.80</td>
<td>10/15/2019</td>
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I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months’ estimated expenditures.

SUSAN K. TALWAR  
Treasurer

Signed: 12/12/2019
### TREASURER'S REPORT OF FUND BALANCES
#### November 30, 2019

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<tr>
<th>Fund Name</th>
<th>Beginning Balance 01/01/2019</th>
<th>Year to Date Transfers In / Collections</th>
<th>Year to Date Transfers Out</th>
<th>Current Month Transfers In / Collections</th>
<th>Current Month Transfers Out</th>
<th>Ending Balance 11/30/2019</th>
<th>2019 Target Balance per Policy</th>
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<td>Operating Fund</td>
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<td>$14,233,970</td>
<td>$12,444,690</td>
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<td>$-</td>
<td>$-</td>
<td>$3,592,065</td>
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<td>$66,000</td>
<td>$666,000</td>
<td>$-</td>
<td>$-</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Capital Improvement Reserve</td>
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<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$2,796,860</td>
<td>$2,681,248</td>
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<tr>
<td>Restricted for Debt Service</td>
<td>$536,963</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$536,963</td>
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<tr>
<td>Water Supply Reserve</td>
<td>$1,223,173</td>
<td>$400,000</td>
<td>$400,000</td>
<td>$-</td>
<td>$-</td>
<td>$1,623,173</td>
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<tr>
<td>Water Efficiency Reserve</td>
<td>$200,000</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$200,000</td>
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<td>Water Meter Replacement Reserve</td>
<td>$1,325,000</td>
<td>$200,000</td>
<td>$200,000</td>
<td>$-</td>
<td>$-</td>
<td>$1,525,000</td>
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<tr>
<td>Fleet Equipment Reserve</td>
<td>$334,253</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$334,253</td>
<td>$318,559</td>
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<td>Employment-Related Benefits Reserve</td>
<td>$405,319</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$405,319</td>
<td>$1,079,527</td>
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</table>

**Total:**

- **$13,589,859**
- **$14,233,970**
- **$12,444,690**
- **$1,435,737**
- **$1,721,027**
- **$15,093,849**
- **$7,613,351**

**Signature:**

SUSAN K. TALWAR, Treasurer
TREASURER'S REPORT OF FUND BALANCES  
November 30, 2019

Fund Transfers Summary:

<table>
<thead>
<tr>
<th>The Operating Fund Transferred:</th>
<th>$1,435,737</th>
<th>from funds collected in November 2019 per Treasurer's Report</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$(1,721,027)</td>
<td>disbursements made in November 2019 per Treasurer's Report</td>
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<tr>
<td></td>
<td>$(285,290)</td>
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<tr>
<td></td>
<td>November Actual</td>
<td>Year-to-Date Actual</td>
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<tr>
<td>---------------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
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<tr>
<td><strong>Revenues</strong></td>
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<tr>
<td>Metered Service Charges</td>
<td>$694,575.91</td>
<td>$8,649,090.29</td>
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<td>Metered Water Deliveries</td>
<td>438,185.47</td>
<td>4,672,959.04</td>
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<td>Non-Metered Service Charges</td>
<td>7,544.10</td>
<td>95,307.63</td>
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<tr>
<td>Penalties</td>
<td>7,103.64</td>
<td>63,301.43</td>
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<tr>
<td>Interest</td>
<td>3,239.90</td>
<td>157,848.87</td>
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<td>Backflow Fees</td>
<td>4,573.06</td>
<td>49,249.29</td>
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<tr>
<td>Water Service Install &amp; S&amp;R</td>
<td>415.99</td>
<td>50,782.31</td>
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<tr>
<td>Grant Funds</td>
<td>1,312.50</td>
<td>4,406.86</td>
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<tr>
<td>Miscellaneous *</td>
<td>13,137.31</td>
<td>150,506.34</td>
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<tr>
<td>Cost Reimbursements</td>
<td>250.00</td>
<td>13,616.54</td>
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<td>Income - Wheeling Water</td>
<td>7,599.46</td>
<td>2,475.00</td>
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<tr>
<td>Income - Groundwater Transfers</td>
<td>38,315.56</td>
<td>154,760.00</td>
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<tr>
<td>Income - Connection Fees</td>
<td>76,230.00</td>
<td>76,230.00</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>1,168,337.88</td>
<td>14,028,372.62</td>
</tr>
</tbody>
</table>

*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources

**Operating Expenses**

**Cost of Water**

- Purchased Water: 2,944,506.17, 3,162,176.49, 3,449,647.00, 7% increase.
- Ground Water: 80,318.04, 608,282.85, 758,176.21, -20% decrease.
- Total Cost of Water: 69,536.08, 3,550,789.02, 3,920,352.70, -9% decrease.

**Labor & Benefits**

- Labor Regular: 380,329.67, 2,975,189.99, 2,919,125.77, 2% increase.
- Labor Taxes: 24,232.38, 216,847.85, 228,053.65, -5% decrease.
- Labor Workers Comp: 57,907.13, 74,158.37, 80,900.00, -22% decrease.
- Total Labor & Benefits: 339,144.36, 3,550,789.02, 3,920,352.70, -9% decrease.

**Benefits**

- Med/Den/Vis: 38,222.80, 456,714.48, 471,534.91, -3% decrease.
- LTD/Life/EAP: 2,625.27, 30,292.43, 48,504.61, -25% decrease.
- Other: 412.46, 20,875.00, 27,820.87, -25% decrease.
- OPEB: 382,624.50, 356,633.75, 25,990.75, 7% increase.
- Total Benefits: 322,065.62, 4,129,744.12, 4,050,532.53, 79,211.59, 0.2% decrease.

**Capitalized Labor & Benefit Contra**

- (32,933.30), (454,401.51), (504,166.63), 49,765.12, -10% decrease.

**General & Administrative**

- Fees & Charges: 11,402.73, 104,736.82, 175,170.38, -40.21% decrease.
- Regulatory Compliance/Permits: 1,286.00, 69,487.20, 77,976.25, -10.89% decrease.
- District Events & Recognition: 1,638.66, 43,027.84, 48,504.61, -51% decrease.
- Maintenance/Licensing: 869.86, 130,944.38, 134,850.87, -3.34% decrease.

*Figure includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources.*
<table>
<thead>
<tr>
<th></th>
<th>November-Actual</th>
<th>Year-to-Date-Actual</th>
<th>Year-to-Date-Budget</th>
<th>YTD Variance Amount</th>
<th>YTD Variance Percent</th>
<th>Annual-Budget</th>
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</thead>
<tbody>
<tr>
<td>Equipment Maintenance</td>
<td>11,724.50</td>
<td>70,337.83</td>
<td>94,531.25</td>
<td>(24,193.42)</td>
<td>-25.59%</td>
<td>103,125.00</td>
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<tr>
<td>Professional Development</td>
<td>1,867.38</td>
<td>61,007.99</td>
<td>105,250.64</td>
<td>(44,242.65)</td>
<td>-42.04%</td>
<td>114,819.00</td>
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<tr>
<td>Department Admin</td>
<td>345.00</td>
<td>1,498.62</td>
<td>21,266.74</td>
<td>(19,768.12)</td>
<td>-92.95%</td>
<td>23,200.00</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>1,206.79</td>
<td>156,416.64</td>
<td>146,613.50</td>
<td>9,803.14</td>
<td>6.69%</td>
<td>159,942.00</td>
</tr>
<tr>
<td>Facility Improvements</td>
<td>338.23</td>
<td>338.23</td>
<td>0.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel &amp; Oil</td>
<td>1,050.87</td>
<td>36,032.63</td>
<td>51,425.00</td>
<td>(15,392.37)</td>
<td>-29.93%</td>
<td>56,100.00</td>
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<td>General Supplies</td>
<td>4,207.18</td>
<td>43,437.49</td>
<td>43,266.63</td>
<td>170.86</td>
<td>0.39%</td>
<td>47,200.00</td>
</tr>
<tr>
<td>Insurance - Auto/Prop/Liab</td>
<td>1,169.70</td>
<td>39,591.77</td>
<td>24,805.00</td>
<td>14,786.77</td>
<td>59.61%</td>
<td>27,060.00</td>
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<tr>
<td>Leasing/Equipment Rental</td>
<td>25,937.18</td>
<td>345,278.52</td>
<td>50,416.63</td>
<td>294,861.89</td>
<td>584.85%</td>
<td>55,000.00</td>
</tr>
<tr>
<td>Parts &amp; Materials</td>
<td>10,275.43</td>
<td>119,214.98</td>
<td>155,005.37</td>
<td>(35,790.39)</td>
<td>-23.09%</td>
<td>169,100.00</td>
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<tr>
<td>Postage/Shipping/Freight</td>
<td>1,050.00</td>
<td>8,100.00</td>
<td>27,206.65</td>
<td>(19,106.63)</td>
<td>-70.23%</td>
<td>28,680.00</td>
</tr>
<tr>
<td>Rebates &amp; Incentives</td>
<td>2,972.15</td>
<td>31,167.53</td>
<td>41,708.37</td>
<td>(10,540.84)</td>
<td>-25.27%</td>
<td>45,500.00</td>
</tr>
<tr>
<td>Telecom/Network</td>
<td>29,442.40</td>
<td>83,155.35</td>
<td>100,879.13</td>
<td>(17,723.78)</td>
<td>-17.57%</td>
<td>110,050.00</td>
</tr>
<tr>
<td>Tools &amp; Equipment</td>
<td>214.62</td>
<td>5,531.31</td>
<td>5,531.31</td>
<td>0.00%</td>
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<td></td>
</tr>
<tr>
<td>Write-Off Bad Debt Exp</td>
<td>(2,833.68)</td>
<td>(252,013.83)</td>
<td>(252,013.83)</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capitalized G&amp;A Contra</td>
<td>(7,467.96)</td>
<td>(356,824.20)</td>
<td>(356,824.20)</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>96,358.81</td>
<td>805,277.78</td>
<td>1,396,207.89</td>
<td>(590,930.11)</td>
<td>-42.32%</td>
<td>1,523,136.00</td>
</tr>
<tr>
<td>Professional &amp; Contract Services</td>
<td>155,344.64</td>
<td>659,016.06</td>
<td>1,560,787.25</td>
<td>(901,771.19)</td>
<td>-57.78%</td>
<td>1,731,377.00</td>
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<tr>
<td>Support Services</td>
<td>59,716.63</td>
<td>160,606.76</td>
<td>275,000.00</td>
<td>(114,393.24)</td>
<td>-41.60%</td>
<td>300,000.00</td>
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<tr>
<td>Legal Services</td>
<td>46.33</td>
<td>8,120.03</td>
<td>33,870.87</td>
<td>(25,750.84)</td>
<td>-76.03%</td>
<td>36,950.00</td>
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<tr>
<td></td>
<td>215,107.60</td>
<td>827,742.85</td>
<td>1,869,658.12</td>
<td>(1,041,915.27)</td>
<td>-55.73%</td>
<td>2,068,327.00</td>
</tr>
<tr>
<td>Reserves &amp; Debt Services</td>
<td>838,277.96</td>
<td>9,388,653.82</td>
<td>11,349,157.50</td>
<td>(1,960,463.68)</td>
<td>-17.27%</td>
<td>12,405,599.07</td>
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<tr>
<td>Interest Expense</td>
<td>81,047.78</td>
<td>112,406.26</td>
<td>112,406.26</td>
<td>(0.00)</td>
<td></td>
<td>122,625.01</td>
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<tr>
<td>Net Increase/(Decrease) in Value of Investments</td>
<td>(5,907.73)</td>
<td>(5,907.73)</td>
<td>0.00%</td>
<td></td>
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<tr>
<td></td>
<td>75,140.05</td>
<td>112,406.26</td>
<td>(37,266.21)</td>
<td>-33.15%</td>
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<td>122,625.01</td>
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<tr>
<td>Total Operating Expenses</td>
<td>330,059.92</td>
<td>4,639,878.80</td>
<td>2,930,364.50</td>
<td>1,709,314.30</td>
<td>58.33%</td>
<td>3,100,400.93</td>
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<tr>
<td>Net Income / (Expense)</td>
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<td></td>
<td></td>
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</table>
## Citrus Heights Water District
### Capital Projects Summary
#### Fiscal Period End as of 11/2019

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Project Forecast Budget</th>
<th>Expenditures to 12/2018</th>
<th>Month to Date</th>
<th>Year to Date</th>
<th>Project to Date</th>
<th>Remaining Budget</th>
</tr>
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<tbody>
<tr>
<td>C15-102</td>
<td>Corporation Yard Improvements</td>
<td>$330,097</td>
<td>$111,419</td>
<td>$9,747</td>
<td>$113,029</td>
<td>$224,448</td>
<td>$105,649</td>
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<tr>
<td>C16-131</td>
<td>Wind Way and Longwood Way</td>
<td>$327,158</td>
<td>$23,128</td>
<td>$76,538</td>
<td>$333,840</td>
<td>$358,968</td>
<td>($29,810)</td>
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<tr>
<td>C16-134</td>
<td>Auburn Blvd-Rusch Park Placer</td>
<td>$10,000</td>
<td>$609</td>
<td>$0</td>
<td>$0</td>
<td>$909</td>
<td>$9,391</td>
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<tr>
<td>C19-108</td>
<td>6230 Sylvan East Wall</td>
<td>$250,000</td>
<td>$0</td>
<td>$2,432</td>
<td>$2,432</td>
<td>$247,568</td>
<td>$247,568</td>
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<tr>
<td></td>
<td><strong>Construction in Progress</strong></td>
<td><strong>$917,255</strong></td>
<td><strong>$135,156</strong></td>
<td><strong>$86,284</strong></td>
<td><strong>$449,301</strong></td>
<td><strong>$564,457</strong></td>
<td><strong>$332,797</strong></td>
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<tr>
<td>C18-013</td>
<td>Water Meter Replacements</td>
<td>$46,497</td>
<td>$10,647</td>
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<td>$60,401</td>
<td>$71,249</td>
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<td>C19-010</td>
<td>Water Main Replacements</td>
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<td>$29,988</td>
<td>$29,988</td>
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<td>C19-011</td>
<td>Water Valve Replacements</td>
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<td>$35,507</td>
<td>$35,507</td>
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<td>Water Service Connections</td>
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<td>$615,607</td>
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<td>C19-013</td>
<td>Water Meter Replacements</td>
<td>$129,086</td>
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<td>$912</td>
<td>$38,057</td>
<td>$38,057</td>
<td>$91,029</td>
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<td>C19-014</td>
<td>Fire Hydrants</td>
<td>$159,150</td>
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<td>$101,579</td>
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<tr>
<td></td>
<td><strong>Annual Infrastructure</strong></td>
<td><strong>$1,587,816</strong></td>
<td><strong>$10,847</strong></td>
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<td><strong>$891,319</strong></td>
<td><strong>$615,830</strong></td>
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<td>C15-104B</td>
<td>Document Management System</td>
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<td>Fleet/Field Operations Equip</td>
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<td>$81,068</td>
<td>($9760)</td>
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<tr>
<td>C18-004</td>
<td>Technology Hardware/Software</td>
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<td>($5,655)</td>
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<td>$13,123</td>
<td>7,438</td>
<td>($7,438)</td>
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<tr>
<td>C19-003</td>
<td>Fleet/Field Operations Equip</td>
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<td>$55,314</td>
<td>$61,079</td>
<td>$61,079</td>
<td>$233,921</td>
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<tr>
<td>C19-004</td>
<td>Technology Hardware/Software</td>
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<td>0</td>
<td>0</td>
<td>3,387</td>
<td>3,387</td>
<td>$5,113</td>
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<td><strong>Fleet and Equipment</strong></td>
<td><strong>$626,325</strong></td>
<td><strong>($324)</strong></td>
<td><strong>$55,314</strong></td>
<td><strong>$159,174</strong></td>
<td><strong>$158,650</strong></td>
<td><strong>$467,476</strong></td>
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<td>C15-109</td>
<td>Blossom Hill Way 6&quot; &amp; 10&quot; Inte</td>
<td>$27,777</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$27,777</td>
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<tr>
<td>C15-110</td>
<td>Crestmont Ave 6&quot; Intertie</td>
<td>$24,288</td>
<td>0</td>
<td>0</td>
<td>91</td>
<td>91</td>
<td>24,197</td>
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<tr>
<td>C17-101</td>
<td>Pleasant View Dr-Oak to Poppy</td>
<td>$701,900</td>
<td>$12,996</td>
<td>0</td>
<td>$253,997</td>
<td>$266,962</td>
<td>$434,938</td>
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<tr>
<td>C17-102</td>
<td>Michigan Dr - Sunrise to West</td>
<td>$285,022</td>
<td>$12,963</td>
<td>$5,670</td>
<td>$37,130</td>
<td>$50,094</td>
<td>$234,928</td>
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<tr>
<td>C18-102</td>
<td>Thunderhead Cir 8in Main Rplc</td>
<td>$157,407</td>
<td>$5,616</td>
<td>0</td>
<td>51</td>
<td>51</td>
<td>$151,730</td>
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<tr>
<td>C18-103</td>
<td>Cologne Way 6in Main Replace</td>
<td>$220,471</td>
<td>$267</td>
<td>$4,300</td>
<td>$51,786</td>
<td>$52,052</td>
<td>$168,419</td>
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<tr>
<td>C18-104</td>
<td>Quiet Oak Ln 8in Main Oak S</td>
<td>$127,854</td>
<td>$222</td>
<td>$41,710</td>
<td>$154,539</td>
<td>$154,761</td>
<td>($27,107)</td>
</tr>
<tr>
<td>C18-105</td>
<td>Old Auburn Rd Dafodil Wooddale</td>
<td>$150,465</td>
<td>$311</td>
<td>$59,286</td>
<td>$80,346</td>
<td>$80,657</td>
<td>$69,808</td>
</tr>
<tr>
<td>Project Number</td>
<td>Project Name</td>
<td>BUDGET</td>
<td>AMOUNTS PAID</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>----------------</td>
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## NOVEMBER 2019 WARRANTS

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#### Grand Total

**$1,260,795.54**

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<td>Hensley</td>
<td>$ 80.00</td>
<td></td>
<td>$ 18.22</td>
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<td>$ 302.93</td>
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<td>Spiers</td>
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<td>$ 711.48</td>
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<td></td>
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<td>$ 24.55</td>
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<td>$ 705.62</td>
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<tr>
<td>Talwar</td>
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<td>$ 352.78</td>
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<td></td>
<td>$ 302.81</td>
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<td><strong>Total Bill</strong></td>
<td>$ 80.00</td>
<td>$ 611.46</td>
<td>$ 510.30</td>
<td>$ 90.79</td>
<td>$ 2,988.68</td>
<td>$ 2,263.11</td>
<td>$ 758.11</td>
<td>$ 3,224.28</td>
<td>$ 323.63</td>
<td>$ 337.27</td>
<td>$ 498.90</td>
<td>$ 76.95</td>
<td>$ 427.49</td>
<td>$ 6.44</td>
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<td>$ 70.00</td>
<td>$ 12,309.26</td>
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</tbody>
</table>
### STAFF

**Date** | **Days** | **Event** | **Department** | **Location** | **Attendee** | **Total Expenses** | **Registration** | **Hotel** | **Meals** | **Transportation**
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1/2/19-1/1/19 | 4 | CSFMO Convention | CSFMO | Palm Springs, CA | Susan Schal | 1,459.06 | 370.00 | 697.32 | 46.14 | 345.60
2/1/19-2/1/19 | 4 | Parma Conference | Parma | Anaheim, CA | Chris Cazourita | 1,907.42 | 350.00 | 610.74 | 179.39 | 767.29
3/23/19-3/23/19 | 4 | General Manager Leadership Summit | CSDA | Newport Beach, CA | Hilary Straus | 1,774.45 | 625.00 | 635.61 | 135.26 | 378.58
6/23/19-6/25/19 | 3 | General Manager Leadership Summit | CSDA | Newport Beach, CA | Hilary Straus | 1,667.14 | 625.00 | 635.61 | 93.47 | 313.06
6/18/19-6/22/19 | 4 | GFOA Conference | GFOA | Los Angeles | Alberto Preciado | 1,726.80 | 1,241.16 | 625.00 | 323.29
6/23/19-6/29/19 | 4 | MISAC Conference | MISAC | Visalia, CA | Jeff Ott | 1,033.15 | 375.00 | 635.61 | 44.00 | 87.97
7/21/19-7/25/19 | 4 | UESI Pipelines Conference | UESI | Nashville, TN | Tammy Dawson | 2,190.03 | 1,188.64 | 154.12 | 766.27
9/30/19-10/4/19 | 4 | Watersmart Innovations | Watersmart | Las Vegas | Rex Meurer | 1,333.24 | 385.00 | 336.73 | 290.00 | 321.31
9/30/19-10/4/20 | 4 | Watersmart Innovations | Watersmart | Las Vegas | Brady Chambers | 1,124.31 | 450.00 | 350.93 | 67.40 | 235.68
9/30/19-10/4/21 | 4 | Watersmart Innovations | Watersmart | Las Vegas | Hilary Straus | 1,434.56 | 335.00 | 440.20 | 230.00 | 329.36
10/8/19-10/8/19 | 2 | CSFMO | CSFMO | Anaheim, CA | Albert Preciado | 455.66 | 90.00 | 365.88
10/1/19-10/11/19 | 3 | Harris Customer Training | Harris | Denver, CO | Giana Meadado | 2,342.49 | 975.45 | 694.77 | 185.00 | 482.97
10/20/19-10/24/19 | 4 | AWWA Annual Fall Conference | AWWA | San Diego, CA | Kelly Drake | 1,875.64 | 400.00 | 799.48 | 600.00 | 231.16
10/27/19-10/31/19 | 5 | CalPers Conference | CalPers | Oakland, CA | Susan Taylor | 756.67 | 440.00 | 38.46 | 121.31
11/19/19-11/19/19 | 3 | CSDA Board Secretary Conference | CSDA | Monterey, CA | Hilary Straus | 1,079.22 | 575.00 | 383.22 | 115.00 | 6.00
11/19/19-11/19/19 | 3 | CSDA Board Secretary Conference | CSDA | Monterey, CA | Britney Moore | 1,073.22 | 575.00 | 383.22 | 115.00 | 6.00
12/2/19-12/5/19 | 4 | ACWA Fall Conference | ACWA | San Diego, CA | Caryl Sheehan | 1,085.65 | 950.00 | 200.00 | 135.85
12/2/19-12/5/19 | 4 | ACWA Fall Conference | ACWA | San Diego, CA | Brian Hensley | 2,068.32 | 950.00 | 707.34 | 200.00 | 200.08

**Total - Directors** | 9,532.25
<table>
<thead>
<tr>
<th>Date</th>
<th>Days</th>
<th>Topic</th>
<th>Organizing Agency</th>
<th>Location</th>
<th>Attendee</th>
<th>Total Expenses</th>
<th>Registration</th>
<th>Hotel</th>
<th>Meals</th>
<th>Transportation</th>
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</thead>
<tbody>
<tr>
<td>12/2/19-12/5/19</td>
<td>4</td>
<td>ACWA Fall Conference</td>
<td>ACWA</td>
<td>San Diego, CA</td>
<td>David Gordon</td>
<td>2,182.30</td>
<td>950.00</td>
<td>707.34</td>
<td>200.00</td>
<td>324.96</td>
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<td>12/2/19-12/3/19</td>
<td>1</td>
<td>ACWA Fall Conference</td>
<td>ACWA</td>
<td>San Diego, CA</td>
<td>Susan Talwar</td>
<td>311.96</td>
<td>707.34</td>
<td>200.00</td>
<td>324.96</td>
<td></td>
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<tr>
<td>12/2/19-12/3/19</td>
<td>1</td>
<td>ACWA Fall Conference</td>
<td>ACWA</td>
<td>San Diego, CA</td>
<td>Missy Pieri</td>
<td>420.54</td>
<td>707.34</td>
<td>200.00</td>
<td>324.96</td>
<td></td>
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<tr>
<td>12/2/19-12/3/19</td>
<td>1</td>
<td>ACWA Fall Conference</td>
<td>ACWA</td>
<td>San Diego, CA</td>
<td>Madeline Henry</td>
<td>311.96</td>
<td>707.34</td>
<td>200.00</td>
<td>324.96</td>
<td></td>
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<tr>
<td>12/3/19-12/6/19</td>
<td>3</td>
<td>Cityworks Conference 2019</td>
<td>Cityworks</td>
<td>Salt Lake City, UT</td>
<td>Jeff Ott</td>
<td>1,020.49</td>
<td>635.13</td>
<td>110.00</td>
<td>275.36</td>
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<tr>
<td>12/3/19-12/6/19</td>
<td>3</td>
<td>Cityworks Conference 2019</td>
<td>Cityworks</td>
<td>Salt Lake City, UT</td>
<td>Tim Cutler</td>
<td>1,660.97</td>
<td>635.13</td>
<td>110.00</td>
<td>275.36</td>
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<tr>
<td>10/14/19-10/15/19</td>
<td>3</td>
<td>MMANC</td>
<td>MMANC</td>
<td>Sacramento, CA</td>
<td>Rebecca Scott</td>
<td>727.15</td>
<td>425.00</td>
<td>200.00</td>
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2019 Total 67,984.65

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<tr>
<th>Date</th>
<th>Days</th>
<th>Topic</th>
<th>Organizing Agency</th>
<th>Location</th>
<th>Attendee</th>
<th>Total Expenses</th>
<th>Registration</th>
<th>Hotel</th>
<th>Meals</th>
<th>Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/27/20-1/30/20</td>
<td>4</td>
<td>CSMFO Conference</td>
<td>CSMFO</td>
<td>Anaheim, CA</td>
<td>Alberto Preciado</td>
<td>907.28</td>
<td>575.00</td>
<td>332.28</td>
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<tr>
<td>2/17/20-2/21/20</td>
<td>5</td>
<td>Cappo Conference</td>
<td>Cappo</td>
<td>San Diego, CA</td>
<td>Beth Shockley</td>
<td>632.74</td>
<td>450.00</td>
<td>182.74</td>
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<tr>
<td>2/17/20-2/21/20</td>
<td>5</td>
<td>Cappo Conference</td>
<td>Cappo</td>
<td>San Diego, CA</td>
<td>Alberto Preciado</td>
<td>632.74</td>
<td>450.00</td>
<td>182.74</td>
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<td></td>
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<tr>
<td>2/25/20-2/27/20</td>
<td>3</td>
<td>Utility Management Conference</td>
<td>AWWA</td>
<td>Anaheim, CA</td>
<td>Missy Pieri</td>
<td>1,351.53</td>
<td>690.00</td>
<td>661.53</td>
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<td></td>
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<tr>
<td>2/25/20-2/28/20</td>
<td>4</td>
<td>Parma Conference</td>
<td>Parma</td>
<td>Monterey, CA</td>
<td>Kelly Drake</td>
<td>350.00</td>
<td>350.00</td>
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</tr>
</tbody>
</table>

2020 Total 4,875.87

Total - Staff 72,860.52

Grand Total 82,392.77
The following District employees were recognized for perfect attendance during October 2019, and outstanding customer service and quality of work during the month of November 2019.

**Administrative Services & Water Efficiency Department**

<table>
<thead>
<tr>
<th>Name</th>
<th>Attendance</th>
<th>Customer Service</th>
<th>Work Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brady Chambers</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kelly Drake</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madeline Henry</td>
<td>Yes</td>
<td></td>
<td>Presented at the 11/25/19 Board meeting. Assisted with the 2020 Budget Process.</td>
</tr>
</tbody>
</table>
| Dana Mellado        | Yes        | Customer had a large leak, and Dana helped to explain the process of a leak adjustment and timeline for the process. Customer called to thank Dana for her patience and help with his situation in making it easier for him, as he was undergoing chemotherapy. |}
<p>| Rex Meurer          | Yes        |                  | Presented at the 11/25/19 Board meeting. |</p>
<table>
<thead>
<tr>
<th>Name</th>
<th>Attendance</th>
<th>Customer Service</th>
<th>Work Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brittney Moore</td>
<td></td>
<td>Customer who had a missing payment, called to tell us that Brittney went above and beyond in helping to locate the payment.</td>
<td>Assistance with the 2020 budget process.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assisted customer service staff by filling in while short-staffed.</td>
<td>Attended the November Board meeting.</td>
</tr>
<tr>
<td>Jeff Ott</td>
<td>Yes</td>
<td></td>
<td>Presented at the 11/20/19 Board Meeting for the EDRMS project.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implementation of the CityWorks system upgrade.</td>
</tr>
<tr>
<td>Alberto Preciado</td>
<td>Yes</td>
<td>Customer had a large leak, and Alberto helped to explain the process of a leak adjustment and timeline for the process. Customer called to thank Alberto for his patience and help with his situation in making it easier for him, as he was undergoing chemotherapy.</td>
<td>Worked on an ad hoc staff report on ACWA voting for the November Board meeting.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Assisted with the 2020 budget process.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attended the November Board meeting.</td>
</tr>
<tr>
<td>Beth Shockley</td>
<td></td>
<td>Assisted customer service staff with Move Ins/Outs.</td>
<td>Gave safety presentation at November meeting.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assisted with planning Gil Garcia’s retirement party.</td>
<td>Assisted with prepping the November Board agenda packet.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attended the November Board meeting for the EDRMS project.</td>
</tr>
<tr>
<td>Desiree Smith</td>
<td></td>
<td></td>
<td>Taking on extra work during staff outages.</td>
</tr>
<tr>
<td>Name</td>
<td>Attendance</td>
<td>Customer Service</td>
<td>Work Quality</td>
</tr>
<tr>
<td>----------------</td>
<td>------------</td>
<td>------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Tamar Dawson</td>
<td>Yes</td>
<td></td>
<td>Performed district duties off hours on 11/08/19 for District’s 42” support CIP project.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attended the 11/20/19 Board meeting for the EDRMS project.</td>
</tr>
<tr>
<td>Paul Dietrich</td>
<td>Yes</td>
<td></td>
<td>Coordinated the contract development for right of way agent and acquired easements for Cologne Project.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Oversaw the permit application process and completion of the District’s 42” support CIP project.</td>
</tr>
<tr>
<td>Neil Tamagni</td>
<td>Yes</td>
<td></td>
<td>Performed district duties off hours on 11/08/19, 11/14/19 and 11/21/19 for District’s CIP projects.</td>
</tr>
</tbody>
</table>
## Operations Department

<table>
<thead>
<tr>
<th>Name</th>
<th>Attendance</th>
<th>Customer Service</th>
<th>Work Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Buford</td>
<td></td>
<td>Customer on Pyrancha Court called to compliment the crew on quality and professionalism during the water service replacements on their street.</td>
<td></td>
</tr>
<tr>
<td>Tim Cutler</td>
<td></td>
<td></td>
<td>Attended the November Board meeting for the EDRMS Project.</td>
</tr>
<tr>
<td>Brian Hensley</td>
<td></td>
<td></td>
<td>Attended November Board meetings.</td>
</tr>
<tr>
<td>Rick Jimenez</td>
<td></td>
<td>Customer on Pyrancha Court called to compliment the crew on quality and professionalism during the water service replacements on their street.</td>
<td></td>
</tr>
<tr>
<td>Ricky Kelley</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Mariedth</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chris Nichols</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ryon Ridner</td>
<td></td>
<td>Customer on Pyrancha Court called to compliment the crew on quality and professionalism during the water service replacements on their street.</td>
<td></td>
</tr>
<tr>
<td>Rebecca Scott</td>
<td>Yes</td>
<td>Assisted with planning Gil Garcia’s retirement party.</td>
<td>Presented at the 11/20/19 and 11/25/19 Board meeting.</td>
</tr>
<tr>
<td>Nick Spiers</td>
<td></td>
<td>Assisted with set up for Gil Garcia’s retirement party.</td>
<td></td>
</tr>
<tr>
<td>Jason Tupper</td>
<td>Yes</td>
<td></td>
<td></td>
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OBJECTIVE:
Listed below is the current Long Range Agenda.

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>MEETING TYPE</th>
<th>ITEM DESCRIPTION</th>
<th>ASSIGNED</th>
<th>AGENDA TYPE</th>
<th>AGENDA ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 15, 2020</td>
<td>Hinkle Reservoir Update</td>
<td>Gordon/Hensley</td>
<td>S</td>
<td>L/D</td>
<td></td>
</tr>
<tr>
<td>January 15, 2020</td>
<td>Strategic Plan Preview</td>
<td>Henry</td>
<td>CC</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>January 15, 2020</td>
<td>Agreement with Right-of-Way Agent</td>
<td>Pieri</td>
<td>CC</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>February 19, 2020</td>
<td>Groundwater Update</td>
<td>Gordon/Hensley</td>
<td>S</td>
<td>L/D</td>
<td></td>
</tr>
<tr>
<td>February 19, 2020</td>
<td>Investment of District Funds</td>
<td>Talwar/General Counsel</td>
<td>B</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>February 19, 2020</td>
<td>Award of Contract -- Water Main</td>
<td>Pieri</td>
<td>B</td>
<td>A</td>
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</tr>
<tr>
<td>February 19, 2020</td>
<td>SGA Update on SGMA</td>
<td>Gordon</td>
<td>P</td>
<td>L/D</td>
<td></td>
</tr>
<tr>
<td>March 18, 2020</td>
<td>Form 700 Completed by Directors</td>
<td>Henry</td>
<td>B</td>
<td>L/D</td>
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<tr>
<td>April 15, 2020</td>
<td>Well Site Real Property</td>
<td>Gordon</td>
<td>B</td>
<td>A</td>
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<tr>
<td>April 15, 2020</td>
<td>CAFR Review</td>
<td>Talwar/Preiado</td>
<td>B</td>
<td>A</td>
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</tr>
<tr>
<td>May 18, 2020</td>
<td>Poster Contest Presentation</td>
<td>Meurer</td>
<td>P</td>
<td>A</td>
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</table>
CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 18, 2019 MEETING

**SUBJECT** : ENGINEERING DEPARTMENT REPORT  
**STATUS** : Information Item  
**REPORT DATE** : December 2, 2019  
**PREPARED BY** : Missy Pieri, Director of Engineering/District Engineer

Significant assignments and activities for the Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

<table>
<thead>
<tr>
<th>Items of Interest</th>
<th>Department</th>
<th>Project Team</th>
<th>To Board? If so, Date</th>
<th>Strategic Planning Item</th>
<th>Item Description</th>
<th>Update from Last Report/ Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROJECT 2030 Water Main Replacement Project</strong></td>
<td>Engineering</td>
<td>Director of Engineering and Project Manager</td>
<td>Yes, First or Second Quarter of 2020 (Final Completion Update)</td>
<td>Yes</td>
<td>Masterplan for replacement of water mains.</td>
<td>Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Technical Memos being compiled into one document by consultant. Expect to be completed by December 2019.</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Board Presentation expected in first or second Quarter of 2020.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
<td>Strategic Planning Item</td>
<td>Item Description</td>
<td>Update from Last Report/ Current Status</td>
</tr>
<tr>
<td>-------------------</td>
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<td>-----------------------------------------------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout</td>
<td>Engineering</td>
<td>Director of Engineering and Project Manager</td>
<td>Yes, 07/17/19 (Award of Contract)</td>
<td>Yes</td>
<td>Masterplan for office space requirements through 2045.</td>
<td>Staffing Plan Report submitted on 10/17/19.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Team provided comments on 10/31/19.</td>
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<td></td>
<td>Next meeting scheduled for 12/12/19.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Highland Ave &amp; Rosa Vista Ln 8” Water Mains</td>
<td>Engineering</td>
<td>Senior Construction Inspector and Project Manager</td>
<td>Yes, 06/20/18 (Notice of Completion)</td>
<td>Yes</td>
<td>2017 design, 2018 construction.</td>
<td>Easements being prepared by District.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6825/28 Rosa Vista Lane easement recorded on 08/15/19. 6822 Rosa Vista Lane easement recorded on 11/05/19. 6821 &amp; 6832 Rosa Vista Lane submitted to Sac County for recording on 11/26/19. Awaiting easements from one other property owner.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8” Water Mains</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>2018 design, 2019 construction.</td>
<td>Construction to be completed by District Operations staff.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100% Complete. Performing project close out.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
<td>Strategic Planning Item</td>
<td>Item Description</td>
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</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT</td>
<td>Engineering</td>
<td>Project Manager, Assistant Engineer and Senior</td>
<td>Yes, 04/17/19 (Award</td>
<td>Yes</td>
<td>2018 design, 2019 construction.</td>
<td>Award of Contract approved on 04/17/19.</td>
</tr>
<tr>
<td>Project Team</td>
<td></td>
<td>Construction Inspector</td>
<td></td>
<td></td>
<td></td>
<td>Construction began on 06/24/19. 100% Complete.</td>
</tr>
<tr>
<td>Pleasantview Dr 8&quot; Water Main</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Notice of Completion and final approval letter to be prepared.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>2019 design, 2019 construction.</td>
<td>Easements secured for 8 of 8 properties.</td>
</tr>
<tr>
<td>Michigan Dr 8&quot; &amp; 6&quot; Water Mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>District to provide 90% mark-ups to Consultant.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, 08/21/19 (Award</td>
<td>Yes</td>
<td>2018 design, 2019 construction.</td>
<td>Notice to Proceed sent to contractor on 09/30/19.</td>
</tr>
<tr>
<td>Old Auburn Rd - Daffodil to Wooddale 8&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>95% Complete.</td>
</tr>
<tr>
<td>Water Main</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>2019 design, 2019 construction.</td>
<td>Easements secured for 8 of 8 properties.</td>
</tr>
<tr>
<td>Cologne Way 6&quot; Water Main</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>District to provide 90% mark-ups to Consultant.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Quiet Oak Ln 8&quot; Water Main</td>
<td>Engineering</td>
<td>Project Manager, Assistant Engineer and Senior Construction Inspector</td>
<td>Yes, 04/17/19 (Award of Contract)</td>
<td>Yes</td>
<td>2018 design, 2019 construction.</td>
<td>Award of Contract approved on 04/17/19. Construction began on 06/24/19. 100% Complete. Notice of Completion and Final Approval letter to be prepared.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Patton Avenue - Watson Way to North</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, 08/21/19 (Award of Contract)</td>
<td>Yes</td>
<td>2019 design, 2019 construction.</td>
<td>Contract awarded at the 08/21/19 Board Meeting. Notice to Proceed sent to contractor on 09/30/19. 95% Complete.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT Watson Way - Sherlock Way to Well Site</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, 08/21/19 (Award of Contract)</td>
<td>Yes</td>
<td>2019 design, 2019 construction.</td>
<td>Contract awarded at the 08/21/19 Board Meeting. Notice to Proceed sent to contractor on 09/30/19. 95% Complete.</td>
</tr>
<tr>
<td>CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd East Side Wall</td>
<td>Engineering</td>
<td>Project Manager and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>No</td>
<td>Wall along the east side of District property.</td>
<td>Task Order executed with Engineer. District following up with SJUSD regarding property.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
<td>Strategic Planning Item</td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>No</td>
<td>200-300 unit development by Watt Communities.</td>
<td>District provided comments to developer's engineer on 08/23/19. District provided fourth submittal comments to developer's engineer on 11/21/19.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>Yes, 11/20/19 (Approval of Agreement)</td>
<td>No</td>
<td>Land Exchange of District's Well Site for development property.</td>
<td>Board approved the agreement at the November Board meeting. District finalizing document signing with the developer.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Seniors apartment complex with 42 one bedroom and 68 two bedroom units.</td>
<td>Received Project Referral and proposed site plan on 11/13/18. District sent Will Serve Letter on 12/04/18. Awaiting first submittal from developer's engineer.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Parcel being split into 3 for 3 home subdivision.</td>
<td>Plans signed on 09/19/18. Awaiting construction.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Parcel being split into 3 for 3 home subdivision.</td>
<td>Received initial plans on 10/01/18. District provided comments to the developer's engineer on 01/02/19.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 8116 Holly Dr Parcel Split 1 - 2</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Parcel being split into 2 with 2 existing homes and meters.</td>
<td>Received Project Referral 11/16/18. Conditions of Approval letter sent 11/28/18.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11</td>
<td>Engineering</td>
<td>Senior Construction Inspector</td>
<td>No</td>
<td>No</td>
<td>Commercial Development.</td>
<td>Preconstruction meeting occurred on 05/22/19. Construction began on 05/23/19. 99% Complete. Punchlist provided to contractor on 08/13/19.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
<td>Strategic Planning Item</td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Redevelopment of Sunrise Village.</td>
<td>Received Project Review request from City of Citrus Heights on 07/03/19. Provided will serve letter to the City on 07/31/19.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 8501 Auburn Blvd Parcel Split</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Potential parcel split from one parcel to four parcels.</td>
<td>Sent conditions of approval letter on 09/06/18.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 8501 Auburn Blvd Studio Movie Grill</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Commercial Development.</td>
<td>Final plans signed on 10/17/19. Preconstruction meeting on 10/30/19. Awaiting draft easements and quitclams for project.</td>
</tr>
<tr>
<td>PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Proposed multi-unit housing complex for low-income and homeless.</td>
<td>Received project referral and initial plans on 10/11/18. Will-Serve letter sent 11/21/18. Awaiting first plan submittal from developer's engineer.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Proposed memory care facility.</td>
<td>Received schematic plans on 05/08/19. Will-Serve letter sent 05/20/19.</td>
</tr>
<tr>
<td>8220 Sunrise Blvd</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Carefield Citrus Heights</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Six Parcel Subdivision.</td>
<td>Received second submittal on 05/20/19. District provided comments to the engineer on 06/26/19.</td>
</tr>
<tr>
<td>Livoti Development</td>
<td></td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Commercial Development.</td>
<td>District provided comments to developer's engineer on 11/18/19. Awaiting resubmittal.</td>
</tr>
<tr>
<td>7800 Greenback Ln</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Hobby Lobby</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PRIVATE DEVELOPMENT</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Commercial Development.</td>
<td>Will Serve Letter sent on 04/16/19. Awaiting plan submittal from engineer. Easement received and recorded on 11/06/19.</td>
</tr>
<tr>
<td>5511 Sunrise Blvd</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>COMCAST</td>
<td>Engineering</td>
<td>Assistant Engineer and GIS Specialist</td>
<td>No</td>
<td>No</td>
<td>Various communications boring projects throughout the service area.</td>
<td>District has provided water utility maps for all requested projects. Awaiting resubmittal from Comcast engineer. Awaiting as-builts on all completed projects.</td>
</tr>
<tr>
<td>CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Highland Ave</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>Yes</td>
<td>Highland Ave Drainage Project.</td>
<td>Project complete. District sent Final Approval letter to the City of Citrus Heights on 11/05/19.</td>
</tr>
<tr>
<td>CITY OF CITRUS HEIGHTS DRAINAGE PROJECT Wonder St</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>Wonder St Drainage Project.</td>
<td>Anticipate bid and start of construction in 2019. &quot;B&quot; Plans sent back 08/21/17 with comments. Coordinating utility conflicts and possible easement.</td>
</tr>
<tr>
<td>CITY OF CITRUS HEIGHTS PROJECT Bonita &amp; Old Auburn Rd Storm Drain Improvements</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>No</td>
<td>Bonita Way &amp; Old Auburn Rd Storm Drain Project.</td>
<td>District prepared comments on the conflict map and Cost Liability to the City of Citrus Heights on 10/31/19.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>No</td>
<td>Yes</td>
<td>Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.</td>
<td>District inspecting City contractor's work as needed. Awaiting completion of storm drain improvements by City contractor.</td>
</tr>
<tr>
<td>CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV</td>
<td>Engineering</td>
<td>Director of Engineering and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.</td>
<td>Attended kick-off meeting with the City on 01/14/19. District provided comments to City's engineer on 05/02/19. District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.</td>
</tr>
<tr>
<td>COUNTY OF SACRAMENTO Overlay Oak Avenue from Hazel Ave to Granite Ave</td>
<td>Engineering</td>
<td>Director of Engineering and Senior Construction Inspector</td>
<td>No</td>
<td>No</td>
<td>Road improvements along Oak Ave from Hazel Ave to Granite Ave.</td>
<td>District prepared agreement with County contractor. Project 100% Complete.</td>
</tr>
<tr>
<td>Items of Interest</td>
<td>Department</td>
<td>Project Team</td>
<td>To Board? If so, Date</td>
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</tr>
<tr>
<td>District-wide Annexation Project</td>
<td>Engineering</td>
<td>Director of Engineering, Project Manager and Assistant Engineer</td>
<td>Yes, 07/17/19 (Award of Contract) 10/16/19 (Customer Letters)</td>
<td>Yes</td>
<td>Annex properties into the District to clarify and revise District boundaries.</td>
<td>Preparing initial project information letters to customers. Engineer preparing exhibits for parcels. 21 of 51 exhibits complete. Project 15% Complete.</td>
</tr>
<tr>
<td>District-wide Easement Project</td>
<td>Engineering</td>
<td>Director of Engineering, Project Manager and Assistant Engineer</td>
<td>Yes, TBD</td>
<td>Yes</td>
<td>Research and review District facility locations and easements for potential additions/revisions.</td>
<td>Staff will begin this project once the annexation project is near completion.</td>
</tr>
</tbody>
</table>
## CITRUS HEIGHTS WATER DISTRICT

### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

**DECEMBER 18, 2019 MEETING**

| SUBJECT : OPERATIONS DEPARTMENT REPORT |
| STATUS : Information Item |
| REPORT DATE : December 3, 2019 |
| PREPARED BY : David M. Gordon, Director of Operations |
| Tim Cutler, Water Distribution Supervisor |
| Rebecca Scott, Senior Management Analyst |

<table>
<thead>
<tr>
<th>Facilities Maintenance</th>
<th>Completed WO's</th>
<th>CIP Projects</th>
<th>Completed WO's</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nov.</td>
<td>Year to Date</td>
<td></td>
</tr>
<tr>
<td>Backflow Maintenance</td>
<td>0</td>
<td>0</td>
<td>C19-010 Water Mainline</td>
</tr>
<tr>
<td>Blow Off Maintenance</td>
<td>15</td>
<td>67</td>
<td>C19-011 Water Valves</td>
</tr>
<tr>
<td>Hydrant Maintenance</td>
<td>31</td>
<td>251</td>
<td>C19-012 Water Services</td>
</tr>
<tr>
<td>Leak Investigation</td>
<td>0</td>
<td>0</td>
<td>C19-013 Water Meters</td>
</tr>
<tr>
<td>Mainline Repair/Maintenance</td>
<td>1</td>
<td>11</td>
<td>C19-014 Fire Hydrants</td>
</tr>
<tr>
<td>Meter Box Maintenance</td>
<td>4</td>
<td>52</td>
<td>C19-103 Pot Hole Main</td>
</tr>
<tr>
<td>Meter Register Replacement</td>
<td>25</td>
<td>178</td>
<td>TOTAL</td>
</tr>
<tr>
<td>Meter Repair/Test/Maintenance</td>
<td>1</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Pot Hole Work</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Water Service Repair/Locate</td>
<td>1</td>
<td>12</td>
<td></td>
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<tr>
<td>Valve, Mainline Maintenance</td>
<td>87</td>
<td>558</td>
<td></td>
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<tr>
<td>Valve Box Maintenance</td>
<td>2</td>
<td>5</td>
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<tr>
<td>TOTAL</td>
<td>167</td>
<td>1140</td>
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</tr>
</tbody>
</table>

### Water Quality

*Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.*
# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

### DECEMBER 18, 2019 MEETING

<table>
<thead>
<tr>
<th>Subject: 2019 WATER SUPPLY - PURCHASED &amp; PRODUCED</th>
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<tbody>
<tr>
<td>Status: Information Item</td>
</tr>
<tr>
<td>Report Date: December 9, 2019</td>
</tr>
<tr>
<td>Prepared By: Brian M. Hensley, Water Resources Supervisor, David M. Gordon, Director of Operations</td>
</tr>
</tbody>
</table>

## OBJECTIVE:

Report on annual water supply including comparison with prior years.

### Surface Water

<table>
<thead>
<tr>
<th>Month</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Water Monthly</td>
<td>acre feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td>602.52</td>
<td>602.39</td>
<td>570.05</td>
<td>539.60</td>
<td>506.81</td>
<td>531.38</td>
</tr>
<tr>
<td>Feb</td>
<td>606.36</td>
<td>450.96</td>
<td>511.52</td>
<td>484.53</td>
<td>443.99</td>
<td>525.73</td>
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<tr>
<td>Mar</td>
<td>819.55</td>
<td>612.20</td>
<td>725.95</td>
<td>517.56</td>
<td>546.60</td>
<td>540.78</td>
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<td>Apr</td>
<td>1,029.73</td>
<td>737.30</td>
<td>761.02</td>
<td>677.81</td>
<td>575.52</td>
<td>646.09</td>
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<td>1,603.43</td>
<td>1,190.07</td>
<td>869.08</td>
<td>797.49</td>
<td>513.78</td>
<td>1,152.72</td>
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<td>Jun</td>
<td>1,816.73</td>
<td>1,548.66</td>
<td>1,065.10</td>
<td>1,343.76</td>
<td>1,412.04</td>
<td>1,387.03</td>
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<tr>
<td>Jul</td>
<td>2,059.21</td>
<td>1,622.10</td>
<td>1,184.95</td>
<td>1,544.57</td>
<td>1,650.76</td>
<td>1,737.13</td>
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<td>Aug</td>
<td>1,924.29</td>
<td>1,477.49</td>
<td>1,188.18</td>
<td>1,579.80</td>
<td>1,570.80</td>
<td>1,583.78</td>
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<td>Sep</td>
<td>1,509.82</td>
<td>1,275.11</td>
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<td>1,257.91</td>
<td>1,441.76</td>
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<td>Oct</td>
<td>1,297.42</td>
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<td>918.67</td>
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<td>Nov</td>
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<td>589.6</td>
<td>561.82</td>
<td>631.55</td>
<td>807.7</td>
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<tr>
<td>Dec</td>
<td>700.94</td>
<td>563.15</td>
<td>519.57</td>
<td>518.62</td>
<td>574.43</td>
<td>558.97</td>
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### Ground Water

<table>
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<tr>
<th>Month</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
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<tr>
<td></td>
<td>Total Water Monthly</td>
<td>acre feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan</td>
<td>466.43</td>
<td>54.43</td>
<td>520.86</td>
<td>520.86</td>
<td></td>
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<tr>
<td>Feb</td>
<td>418.47</td>
<td>29.01</td>
<td>447.48</td>
<td>968.34</td>
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<td>Mar</td>
<td>496.33</td>
<td>20.54</td>
<td>516.87</td>
<td>1,485.21</td>
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<tr>
<td>Apr</td>
<td>651.54</td>
<td>31.36</td>
<td>682.90</td>
<td>2,168.11</td>
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<tr>
<td>May</td>
<td>929.85</td>
<td>47.56</td>
<td>977.41</td>
<td>3,145.52</td>
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<td>Jun</td>
<td>1,312.73</td>
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<td>Jul</td>
<td>1,582.40</td>
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<td>1,582.40</td>
<td>6,055.99</td>
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<tr>
<td>Aug</td>
<td>1,603.36</td>
<td>0.00</td>
<td>1,603.36</td>
<td>7,659.35</td>
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<td></td>
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<tr>
<td>Sep</td>
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<td>0.00</td>
<td>1,297.12</td>
<td>8,956.47</td>
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<td>Oct</td>
<td>1,045.39</td>
<td>37.78</td>
<td>1,083.17</td>
<td>10,039.64</td>
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<td>Nov</td>
<td>775.75</td>
<td>63.28</td>
<td>839.03</td>
<td>10,878.67</td>
<td></td>
<td></td>
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<tr>
<td>Dec</td>
<td>558.97</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Water

- **2019**: Total Water Monthly, Total Water Annual
- **2013**: Total Water Monthly, Total Water Annual

<table>
<thead>
<tr>
<th>Year-to-Date Comparison to 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of Total</td>
</tr>
</tbody>
</table>

- **97.25%** | **2.75%**

### AGENDA ITEM: CC-15

- **DECEMBER 18, 2019 MEETING**
- **CITRUS HEIGHTS WATER DISTRICT**
- **DISTRICT STAFF REPORT TO BOARD OF DIRECTORS**
OBJECTIVE:
Receive status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:
As of December 1, 2019, storage in Folsom Lake (Lake) was at 493,400 acre-feet, 51 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 104,700 acre-feet in the past month.

The District’s total water use during the month of November 2019 (839.03 acre-feet) was 8 percent below that of November 2013 (911.55 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District’s groundwater production wells: Bonita, Skycrest, Mitchell Farms and Sylvan, are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are at various stages of repairs.
CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 18, 2019 MEETING

SUBJECT: WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS: Information Item
REPORT DATE: December 2, 2019
PREPARED BY: Rex W. Meurer, Water Efficiency Supervisor

Water Efficiency, Safety and Meter Program updates are summarized below.

ACTIVITIES AND PROGRESS REPORT
Water Efficiency, Safety and Meter Program activities during the month of November 2019 include:

• Eight High Efficiency Toilet (HET) rebates were processed. This compares to 12 HET rebates processed for the month of November 2018. The five year monthly average (2014-2018) of November HET rebates is 20. A total of $8,100.00 in HET rebates have been issued year-to-date. A total of 108 HET rebates were issued year to date.

• A total of nine High Efficiency Clothes Washer (HECW) rebates were issued during the third quarter of 2019. This compares to three HECW rebates issued for the third quarter of 2018. A total of 21 HECW rebates were issued year to date.

• 97 service calls were completed. There were two reports of water waste received through CHWD’s Water Efficiency web page.

• On November 12, the District adopted and implemented a new Administrative Procedure for the use of portable space heaters. The recommendation was made by a representative with the District’s Joint Powers Insurance Authority, ACWA JPIA.

• CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase I will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. The landscape design consultant has submitted draft plans for Phase I of the project. The draft plans are being reviewed by staff and the SRCG Board for final revisions and comments. The final design will be presented to the CHWD Board in the first quarter of 2020.

• The final WaterSmart class of the year was held on October 17, a total of five WaterSmart classes were held during 2019. Staff is developing next year’s class schedule and topics.

• At the November meeting, the Board approved an updated task order agreement with WaterWise Consulting for water efficiency services for the District. The agreement includes the option of a Time-and-Materials/ Hourly Billable arrangement or Project Basis/Not-to-Exceed amount with a defined scope of work, schedule, and a not-to-exceed budget by task order. The term of the agreement is ongoing, but includes a thirty (30) day termination provision by either party.
The tenth group safety presentation, in a series of 11 group safety presentations, was presented on Thursday, October 10. The topic was “Holiday Safety”. The presenters were Beth Shockley, Management Analyst; Missy Pieri, Director of Engineering/District Engineer; Jeff Ott, Principal IT Analyst. The eleventh presentation was given on Thursday, November 14, and the topic was “Dog Bite Prevention”. The presenters were Rebecca Scott, Senior Management Analyst; Susan Talwar, Director of Finance and Administrative Services; and James Buford, Water Distribution Lead Worker.

The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

<table>
<thead>
<tr>
<th>Month</th>
<th>R-GPCD 2018</th>
<th>R-GPCD 2019</th>
<th>% CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>77</td>
<td>76</td>
<td>-.01%</td>
</tr>
<tr>
<td>February</td>
<td>85</td>
<td>72</td>
<td>-.15%</td>
</tr>
<tr>
<td>March</td>
<td>79</td>
<td>75</td>
<td>-.05%</td>
</tr>
<tr>
<td>April</td>
<td>100</td>
<td>103</td>
<td>+.03%</td>
</tr>
<tr>
<td>May</td>
<td>156</td>
<td>147</td>
<td>-.06%</td>
</tr>
<tr>
<td>June</td>
<td>209</td>
<td>200</td>
<td>-.04%</td>
</tr>
<tr>
<td>July</td>
<td>253</td>
<td>231</td>
<td>-.09%</td>
</tr>
<tr>
<td>August</td>
<td>231</td>
<td>234</td>
<td>+.01%</td>
</tr>
<tr>
<td>September</td>
<td>200</td>
<td>195</td>
<td>-.03%</td>
</tr>
<tr>
<td>October</td>
<td>158</td>
<td>154</td>
<td>-.02%</td>
</tr>
<tr>
<td>November</td>
<td>122</td>
<td>126</td>
<td>+.03%</td>
</tr>
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</table>
CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 18, 2019 MEETING

OBJECTIVE:
Consider approving the accompanying professional services agreement with NEKO Industries, Inc. (NEKO) for the purchase and implementation of the Electronic Document and Records Management System (EDRMS) together with the related End User License Agreement (EULA) and End User Maintenance Agreement (EUMA) from Hyland Software, Inc.

BACKGROUND AND ANALYSIS:
In 2002, the District completed an Information Technology Master Plan (ITMP). This plan identified eight technology opportunities that would address deficiencies and inefficiencies in various District business processes. Of the eight technology opportunities identified, the District has so far implemented seven. The last remaining opportunity is the Electronic Document Management System. The ITMP addressed the deficiencies and weaknesses in the current methods of managing paper and electronic District records. A general outline for the requirements of the system and the business process issues it would address was included in the ITMP.

A capital project was developed and approved in 2014 and funded in 2015 to address District-wide document management issues. The depth and breadth of the project required expertise in developing and managing all the aspects of addressing the many concerns and stakeholder groups surrounding document management. There was no real project champion at this time.

In 2017, the newly hired Management Services Supervisor began to address the document retention requirements of the District’s EDRMS project. Development of the Document Retention Schedule was completed and approved by the Board later in 2017. During this time, the District also decided to bring information technology support in-house. The Principal Information Technology Analyst (PITA) position was created and filled in 2018. Once onboard, the PITA took over as the project champion for the EDRMS project. The PITA created a cross-departmental team who would be responsible for leading the District-wide EDRMS selection and implementation. This team worked during the first half of 2019 addressing each department’s document management needs and developing the requirements for the system.

In June of 2019, the team released a Request for Proposal (RFP) to potential vendors. The team received and evaluated five responses. After extensive evaluation of the proposals, system demonstrations and reference checks, the team selected NEKO Industries, Inc. as the finalist for the EDRMS. At the November 20, 2019 board meeting, the project team and NEKO presented to the Board a summary of our selection process, the proposed solution and how IT would address the various business process weaknesses and deficiencies encompassing District-wide document retention and management. The objective was to obtain consensus direction from the Board for moving forward with the proposed solution from NEKO to address District document retention and management issues. The Board provided consensus direction to bring forward for consideration the professional services agreement, end user license agreement and end user maintenance agreement for the purchase and implementation of the proposed EDRMS on consent calendar to the December 18, 2019 board meeting.
If passed, the next steps will include procuring the software, scheduling the vendor to begin implementation work and mobilizing District project team to begin implementing the solution. Implementation should begin in the first quarter of 2020. The following table lists the costs associated with this action.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software License Cost</td>
<td>$ 85,950</td>
</tr>
<tr>
<td>2</td>
<td>Implementation Services Cost</td>
<td>$ 93,400</td>
</tr>
<tr>
<td></td>
<td>Total One Time Costs</td>
<td>$179,350</td>
</tr>
<tr>
<td>3</td>
<td>Annual Recurring Maintenance Cost*</td>
<td>$ 17,190</td>
</tr>
</tbody>
</table>

* (The final maintenance agreement will not be available until after the software has been purchased and installed. The annual recurring amount for maintenance will be initially set at $17,190.00 and may increase each year based on a negotiated increase.)

**RECOMMENDATION:**
Authorize the General Manager to execute the professional services agreement between the District and NEKO Industries, Inc., and the end user license agreement and end user maintenance agreement between the District and Hyland Software, Inc. for the purchase, implementation and on-going maintenance of the Hyland Software, Inc. OnBase EDRMS.

**ATTACHMENTS:**
1. Professional Services Agreement with NEKO Industries, Inc.

**ACTION:**
Moved by Director ____________________, Seconded by Director ____________________, Carried __________
Attachment 1

Professional Services Agreement with NEKO Industries Inc.
CITRUS HEIGHTS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of December 19, 2019 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California (“District”), and NEKO Industries, Inc., a California Corporation with its principal place of business at 3017 Douglas Blvd, Suite #300, Roseville, CA 95662 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

“Electronic Document and Records Management System (EDRMS) Implementation” (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $179,350.00. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.
3. **Additional Work.**

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. **Maintenance of Records.**

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. **Time of Performance.**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within six (6) calendar months of commencement of work. The Notice to Proceed shall set forth the date of commencement of work.

6. **Delays in Performance.**

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. **Compliance with Law.**

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. **Standard of Care**

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. **Assignment and Subconsultant**

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. **Independent Consultant**

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. **Insurance.** Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

   a. **Commercial General Liability**

      (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

      (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

          (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

          (iii) Commercial General Liability Insurance must include coverage for the following:

              (1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence / $2,000,000 aggregate for bodily injury, personal injury, and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per occurrence for bodily injury and property damage</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate (errors and omissions)</td>
</tr>
</tbody>
</table>

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required
Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.
h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees,
settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, “Claims’) in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

b. Additional Indemnity Obligations. Consultant shall defend, with counsel of District’s choosing and at Consultant’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the District, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents and volunteers.


a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).
b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

16. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project (“Documents & Data”) shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.
Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of any Documents & Data furnished or to be furnished by Consultant less any specific details provided by the District unless such details are within the public realm. All Documents & Data are instruments of service and are not intended to be modified or represented to be suitable for reuse on other projects by District except as may be contemplated pursuant to the terms of this Agreement. Any such modification or reuse without Consultant's prior written approval will be at District's sole risk, without liability or legal exposure to Consultant. Rights to intellectual property developed, utilized, or modified in the performance of the services under this Agreement including the Documents & Data developed hereunder ("Intellectual Property") shall remain the property of Consultant. Consultant hereby grants to District an irrevocable, nonexclusive, royalty-free license to utilize Intellectual Property provided to District as part of the Services for the purposes set forth in this Agreement.

18. Organization

Consultant shall assign Matthew Hofhenke as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT
Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, California 95610
Attn: Susan Talwar, Director of Finance and Administration

CONSULTANT:
NEKO Industries, Inc.
3017 Douglas Blvd, Suite #300
Roseville, CA 95662
Attn: Ronald Hofhenke, Partner

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.
22. **Equal Opportunity Employment.**

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. **Entire Agreement**

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. **Severability**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. **Successors and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

26. **Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. **Time of Essence**

Time is of the essence for each and every provision of this Agreement.

28. **District’s Right to Employ Other Consultants**

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. **Prohibited Interests**
Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND NEKO INDUSTRIES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first
written above.

CITRUS HEIGHTS WATER DISTRICT       NEKO INDUSTRIES, INC.

By: ___________________________       By: ___________________________

Hilary M. Straus
General Manager

Its: ___________________________

Printed Name:_________________________

Federal ID No. _____________
Business License Number ___________ (City of _______________)

EXHIBIT A
Scope of Services

CONSULTANT commits to providing the following software and services to the satisfaction of DISTRICT:

1. Procure and install the following software on DISTRICT computer systems.
   1.1. OnBase Government Bundle which includes the following modules:
      1.1.1. Multi User Server
      1.1.2. EDM Services
      1.1.3. Unity Client Server w/combined viewer
      1.1.4. Unity Forms (Electronic Forms)
      1.1.5. Workflow/Workview Named User
      1.1.6. Full Text Server
      1.1.7. Desktop Scanning for each user – Single Document
      1.1.8. Virtual Print Driver
      1.1.9. Folders and File Cabinets
      1.1.10. Single Sign-On for Microsoft Active Directory
      1.1.11. Application Enabler – ERP Integration – Per One Application
      1.2. Concurrent Client – 15 each
      1.3. Batch OCR
      1.4. Directory Import Processor
      1.5. Production Document Imaging (Kofax or TWAIN)
      1.6. Integration for Microsoft Outlook
      1.7. Workflow (concurrent client) – 5 each
      1.8. Electronic Forms
      1.9. Electronic Signatures
      1.10. Document Retention
      1.11. Agenda Management
      1.12. Agenda Concurrent Client – 5 each
      1.13. ESRI Interface
      1.14. Cityworks Interface

2. Provide the following services:
   2.1. Complete project management including monthly status reports, biweekly status meetings, issues log management, configuration change management and other industry standard project management services.
   2.2. Application installation on DISTRICT computers.
   2.3. Application configuration for records/document management, workflow and interfaces to DISTRICT standards and satisfaction.
2.4. Electronic Document Conversion of the following document types (paper and electronic) to DISTRICT satisfaction:
   2.4.1. Board Meeting Agendas including all staff reports, presentations, and supplemental documents.
   2.4.2. Board Meeting Minutes
   2.4.3. Outstanding/Current Agreements and Contracts
   2.4.4. Backflow Test Results
   2.4.5. Lab Reports
   2.4.6. Well Operating Manuals
   2.4.7. Call Sheets
   2.4.8. Daily Safety Sheets
   2.4.9. USA Emails
   2.4.10. CEQA/NEPA Documents
   2.4.11. Easements, Rights of way, Grant deeds
   2.4.12. Case Drawer reconciliations
   2.4.13. 1099’s / 1096’s W9’s
   2.4.14. Vehicle Titles
   2.4.15. Water Efficiency Reviews
   2.4.16. Rebate Requests
   2.4.17. Urban Management Plans
   2.4.18. Customer Correspondence

2.5. Testing of all aspects of the system configuration, function, workflows and interfaces to the satisfaction of DISTRICT. Assist DISTRICT with final system acceptance testing.

2.6. Provide 3, 8 hour training sessions on system setup and function including workflow and interfaces.

2.7. Provide go-live support prior to and day of cut-over to new system.

2.8. Provide post go-live support up to 35 hours at direction of DISTRICT.

2.9. Develop/Implement workflows for the following functions to DISTRICT specifications:

   2.9.1. **Board Agenda Workflow** – Implement the standard OnBase board meeting agenda management workflow including meeting creation, agenda item creation with supporting documents, agenda creation with supporting documents and minutes creation.

   2.9.2. **Contract Management** - Implement a contract management application to manage the creation, review and approval of contracts and related required supporting documents such as insurance certificates, bids/proposals, bonds and other documents.

   2.9.3. **Expense Authorization Workflow** - Develop a process to manage the documents necessary to request, purchase and pay for goods and services. Users should be able to submit a request to purchase an item(s) and have that request go through a workflow based on dollar amount and organizational position. The workflow should integrate with GP to create a purchase order when necessary and manage the process through final payment for the goods or services requested. The document package should include all documents in the process: request, PO (if required), invoice(s) and check(s) along with all other supporting documentation and approvals.
2.9.4. **Project Tracking Workflow** - Develop the process and workflows required to track and record engineering project documents. There are many documents related to a project. The system should be able to track and manage the varied documents that relate to a project. This would include proposals, bids, contracts, correspondence, drawings, inspection reports, project plans, budget documents, POs, invoices, payments, etc.

2.9.5. **Customer Service Forms** - Create customer forms application(s) for gathering specific information from customers used for establishing a new account or making account changes. These forms will need to be accessible from our hosted web site. There are 10 forms that need to be included in the application(s) as outlined in the RFP. The forms need to be linked to the customer’s account for later retrieval.

2.9.6. **Content Publishing Application** - Provide the ability to retrieve and present, to the public (externally) or staff (internally) historic board meeting records from the EDRMS. These should be available from an external hosted web site or internal intranet site. The requirement is to have the ability to access all historic board meeting agendas and minutes. Users should be able to search by date range, key word or full text topic. Security should allow the content that can be viewed. Closed session meetings would not be retrievable by a public login and by only selected internal users.

2.10. Install and configure interfaces to DISTRICT specifications for the following line of business applications:

2.10.1. Install and configure the standard ESRI ArcGIS OnBase interface. Train users on how to use interface.

2.10.2. Install and configure the standard Azteca Cityworks OnBase interface. Train users on how to use interface.

2.10.3. Install and configure Application Enabler interface for the following screens in Dynamics Great Plains: vendor master, project maintenance, GL transaction entry, payables transaction entry, receivings transaction entry, purchase order entry and asset book.

2.10.4. Install and configure Application Enabler interface for the following screens in Cogsdale CSM: Account, customer maintenance, equipment inventory maintenance and service order inquiry.
EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work prior to commencing as stipulated in Item 3, Additional Work. This is a fixed-fee contract.

Milestone Payment Schedule:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice to Proceed (software procurement &amp; mobilization)</td>
<td>90,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Software installed and tested</td>
<td>5,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Record and document management configuration complete</td>
<td>14,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Agenda Management Workflow installation, configuration, testing completed</td>
<td>10,000.00</td>
</tr>
<tr>
<td>5.</td>
<td>Contract Management Workflow development, configuration, testing completed</td>
<td>12,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Customer Service Forms developed, configured and testing completed</td>
<td>4,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Expense Authorization Workflow developed, configured and testing completed</td>
<td>4,000.00</td>
</tr>
<tr>
<td>8.</td>
<td>Project Tracking Workflow developed, configured and testing completed</td>
<td>4,000.00</td>
</tr>
<tr>
<td>9.</td>
<td>ESRI Interface installed, configured and tested</td>
<td>3,000.00</td>
</tr>
<tr>
<td>10.</td>
<td>Cityworks Interface installed, configured and tested</td>
<td>3,000.00</td>
</tr>
<tr>
<td>11.</td>
<td>Great Plains interfaces installed, configured and tested</td>
<td>3,000.00</td>
</tr>
<tr>
<td>12.</td>
<td>Cogsdale CSM interfaces installed, configured and tested</td>
<td>3,300.00</td>
</tr>
<tr>
<td>13.</td>
<td>Training complete</td>
<td>4,000.00</td>
</tr>
<tr>
<td>14.</td>
<td>Document conversion complete</td>
<td>5,000.00</td>
</tr>
<tr>
<td>15.</td>
<td>Final system acceptance</td>
<td>5,050.00</td>
</tr>
<tr>
<td>16.</td>
<td>Project wrap up and completion. All documentation approved and received.</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Milestone Payments</strong></td>
<td><strong>$179,350.00</strong></td>
</tr>
</tbody>
</table>
Attachment 2

On Base End User License Agreement with Hyland Software Inc.
This End User License Agreement (“EULA”) is made between Hyland Software, Inc. ("Hyland"), 28500 Clemens Road, Westlake, Ohio 44145 USA, and Citrus Heights Water District, (“User”), 6230 Sylvan Road, Citrus Heights, California 95610 with respect to the licensing of the software products or modules listed or described on Exhibit A attached hereto, including , in each case, third party software bundled by Hyland as part of a unified product, and any security device(s) that may be used to protect the Software from unauthorized use (“Software”).

1. LICENSE:

(a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(l) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User, in each case for the duration and extent to which User has paid the appropriate license fees, as evidenced by one or more valid purchase orders between User and Hyland or User and Hyland’s authorized solution provider, identifying the specific Software licenses purchased and any additional limitations on use. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1(l) below.

(b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; or (ii) include functionality which monitors or tracks User’s usage and reports that usage; and/or (iii) require User to pay additional fees based on User’s volume usage. User acknowledges and agrees that additional fees may apply based on User’s volume usage. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User’s use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland Software, Inc.’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

(d) User agrees: (1) not to remove any notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.

(e) “Beta Software” means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new
Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland’s other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User’s use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be “Software” for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery of the Software; or (2) the date of Hyland’s commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment (“Evaluation Software”), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User’s use in User’s Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be “Software” for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User’s Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland’s authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User’s use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.

(g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User’s production environment under this EULA, User agrees that it will provide to Hyland remote access to User’s systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.

(h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User’s assets that assumes in writing all of User’s obligations and duties under this EULA.

(i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. That third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User’s user in the software, and this EULA will not govern such use.

(j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User’s continued right to use. The USPS has contractually required that the Software include “technology which automatically disables access to outdated [zip code] products.” This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.

(k) If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business.
application ("Integration Code"). Software also includes any desktop host provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's web-based products. Such Integration Code and desktop host may only be used in combination with the Software and in accordance with the terms of this EULA.

1. The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software’s application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland’s secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor’s use of User’s own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland’s Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by User of the preceding sentence ("Unauthorized Contractor")), User agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys’ fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.

2. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." User agrees to indemnify and hold harmless Hyland from any third-party claim arising out of User’s use of the Software in connection with any High Risk Use.

3. Upon reasonable notice to User Hyland shall be permitted access to User’s Software system solely to audit User’s use of the Software in order to determine User’s compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure User’s volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, User shall provide reports that show User’s volume usage. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland’s prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

4. The Software may contain functionality that allows User to access, link or integrate the Software with User’s applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by User with such third parties is solely between User and such third party.

2. OWNERSHIP: Hyland’s direct and indirect suppliers, including Hyland Software, Inc. and its suppliers, own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION; DELIVERY OF HASPS AND CDS: User may retain Hyland or the Hyland authorized solution provider through which User orders the Software to provide installation services pursuant to the terms of a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland’s offices in Westlake, Ohio, USA.
4. Limited Warranty; Disclaimer of Other Warranties:

(a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User’s site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.

(b) For a period of sixty (60) days from the earlier of: (1) the date that license codes, files, or certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland, Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files” included in the Software that is included in the Software that relate to the functional, operational or performance characteristics of the Software (“Documentation”). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

(c) Hyland’s sole obligation, and User’s sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

(d) Hyland and its suppliers make no other warranties or representations regarding the Software or any media. Hyland and such suppliers disclaim and exclude any and all other warranties, expressed implied, statutory or otherwise, including, but not limited to warranties of good title, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose and warranties that arise or may be deemed to arise from any course of performance, course of dealing or usage of trade. Hyland and its suppliers do not warrant that the Software will satisfy User’s requirements or is without defect or error, or that the operation of the Software will be uninterrupted. User specifically assumes responsibility for the selection of the Software to achieve its business objectives. Hyland and its supplier do not provide any warranty or assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

(e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. Limitations of Liability:

In no event shall Hyland’s (including its suppliers’) liability exceed the amount of the Software license fees actually paid by User. In no event will Hyland or its direct or indirect suppliers be liable for any indirect, incidental, consequential, special or punitive damages, including but not limited to any lost profits, lost savings, business interruption damages or expenses, the costs of substitute software, losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, or claims by third parties, even if Hyland Software, Inc. or such suppliers have been advised of the possibility of such damages or losses. Notwithstanding the foregoing, in no event shall Microsoft Corporation, as a supplier to Hyland of third party software bundled with the Software licensed under this agreement, be liable for any direct damages in excess of five dollars ($5.00).

For users that provide healthcare services: If user uses the Software in a clinical setting, user acknowledges that the Software is an advisory device and is not intended to substitute for the primary defenses against death or injury during medical diagnosis, treatment or similar applications, which defenses shall continue to be the skill, judgment and knowledge of the user’s users of the Software.
6. **MAINTENANCE:** Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

7. **TERMINATION:** Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of the EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASP’s to Hyland, or (2) with the permission of Hyland, destroy the Software, Documentation and any HASP’s and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties, confidentiality obligations, and limitations of liability set forth in this EULA shall survive any termination.

8. **SEVERABILITY:** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, Hyland or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW AND JURISDICTION:** The laws of the State of Ohio, shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland’s objectives of this provision.

11. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government’s use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as “commercial” computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government’s needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

12. **EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

13. **THIRD PARTIES.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.
14. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by Hyland or the Hyland authorized solution provider, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

15. **CONFIDENTIAL INFORMATION.**

(a) “Confidential Information” shall be such information that is marked “Proprietary” or “Confidential,” that is known by User to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by User, or (b) is demonstrated by User to have been in User’s possession prior to its disclosure by Hyland, or (c) is received by User from a third party that is not bound by restrictions, obligations or duties of non-disclosure to Hyland, or (d) is demonstrated by User to have been independently developed by User without breach of its obligations.

(b) User shall at all times maintain the confidentiality of Hyland’s Confidential Information, using the same degree of care that User uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this EULA) or disclose to any third party any such Confidential Information, except as may be required by law or court order. User shall be liable and responsible for any breach of this Section 16 committed by any of User’s employees, agents, consultants, contractors or representatives.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

**CITRUS HEIGHTS WATER DISTRICT**

By:

Print Name:

Title:

Date:

**HYLAND SOFTWARE, INC.**

By: Hyland Legal

Print Name:

Title:

Date:

Approved By:

Date.
EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Local Government Web Server</td>
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</tr>
<tr>
<td>Local Government Licensing Bundle</td>
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</tr>
<tr>
<td>OnBase Agenda</td>
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<tr>
<td>OnBase Agenda Concurrent Client</td>
<td>5</td>
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<tr>
<td>Local Government Concurrent Client</td>
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<tr>
<td>Local Government Production Document Imaging (Kofax or TWAIN)</td>
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<tr>
<td>Local Government Production Document Imaging (Kofax or TWAIN)</td>
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<tr>
<td>Public Sector Constituency Web Access</td>
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<tr>
<td>Local Government Document Retention</td>
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</tr>
<tr>
<td>Signature Pad Interface (TWAIN)</td>
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</tr>
<tr>
<td>Local Government Workflow Concurrent Client SL</td>
<td>5</td>
</tr>
<tr>
<td>Local Government Integration for Azteca Cityworks</td>
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</tr>
<tr>
<td>Directory Import Processor</td>
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</tr>
<tr>
<td>Local Government Integration for Microsoft Outlook</td>
<td>1</td>
</tr>
<tr>
<td>Integration for ESRI ArcGIS Server</td>
<td>1</td>
</tr>
<tr>
<td>Full-Page OCR</td>
<td>1</td>
</tr>
</tbody>
</table>

2. Software modules or products with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized solution provider. All such modules accurately listed on User’s properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

3. All “Upgrades or Enhancements” to the Software described in paragraph (1) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland’s authorized solution provider.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland’s authorized solution provider from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized solution provider pursuant to such payment terms as User shall have mutually agreed to with such authorized solution provider; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.
Attachment 3

OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into this ____ day of __________, 20__, by and between ______________, with its principal offices at ______________________ ("Service Provider"), and the company, person or entity executing this Agreement as the “Licensee” in the space provided below (“Licensee”):

RECITAL:

WHEREAS, Service Provider is an authorized solution provider of Hyland Software, Inc. and has marketed and resold to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the “EULA”); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINED TERMS. The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. “Documentation” means for the “Help Files” included in the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) EULA. “EULA” is defined in the recitals to this Agreement.

(d) Maintenance and Support Services. “Maintenance and Support Services” means all professional services provided under this Agreement by Service Provider.

(e) Software. “Software” means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. from time to time under the EULA (the initial list of which is included on Exhibit A attached hereto), and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its website or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. “Upgrades and Enhancements” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

(a) Generally. Subject to Licensee’s payment of the applicable annual maintenance fees, Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with Service Provider’s current policies for the reporting of Errors, and which are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Service Provider and Licensee) in any configurations of the Workflow or WorkView modules of the Software that are created by Service Provider or any integrations of the Software with other applications, software or hardware that are configured or created by Service Provider, which are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Licensee’s report
must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee. Service Provider shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Service Provider’s current defect reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Service Provider promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of ___ a.m. to ___ p.m., _______ Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both.

Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee’s systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee’s sole cost and expense, appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee’s sole cost and expense, an adequate connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider’s on-line Maintenance and Support Services.

(b) **On-Site Services.** Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a)(4), Service Provider may provide on-site Maintenance and Support Services at Licensee’s facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

(c) **Exclusions.** Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Service Provider or Hyland Software, Inc. or authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error, which correction Licensee chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

3. **UPGRADES AND ENHANCEMENTS.** Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.’s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.’s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.
4. LICENSEE’S RESPONSIBILITIES.

(a) **Operation of the Software.** Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee’s selection or use of the Software or any hardware, third party software or systems.

(b) **Licensee’s Implementation of Error Corrections and Upgrades and Enhancements.** In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee’s failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) **Notice of Errors; Documentation of Errors.** Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider’s then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) **Access to Premises and Systems.** Licensee shall make available reasonable access to and use of Licensee’s premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) **Annual Maintenance Fees.** Licensee shall pay to Service Provider annual maintenance fees in the amounts invoiced by Service Provider.

(1) **Initial Software.** The table on Exhibit A attached hereto sets forth the aggregate invoice amounts for initial annual maintenance fees for each Software module initially licensed, and for all Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee’s submission of its purchase order for the license of the Software under the EULA.

(2) **Additional Software.** Service Provider shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee’s purchase order for the purchase of Maintenance and Support Services for such Software.

(3) **Renewal Periods.** Service Provider shall invoice Licensee for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences only if such period commences prior to the 15th day of such month).

(4) **Time and Materials Charges.** Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to
provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider’s standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(b) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee’s request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

(c) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(d) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider’s sole obligation, and Licensee’s sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee’s sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT
SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE’S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, Firmware, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER’S OR ITS SUPPLIERS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8 (b), the initial term of this Agreement (the “Initial Term”) shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on December 31 of the calendar year in which such license codes are issued; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed thereafter, annually on a calendar year by calendar year basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by Service Provider’s invoicing of annual maintenance fees for such renewal maintenance period and Licensee’s timely payment of such annual maintenance fees.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it
may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the “unused portion of the annual maintenance fees” for the then-current term of this Agreement. For these purposes, the “unused portion of the annual maintenance fees” shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(c)(1) of Service Provider’s invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider’s Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider’s Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies;
unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person’s successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of ____________, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in ____________ County, ____________.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby” and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to
be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(i) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider’s protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

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OBJECTIVE:
Consider amendments to Board of Directors and Officers Policy 2060 Educational and Training Functions.

BACKGROUND AND ANALYSIS:
Board of Directors and Officers Policy 2060 Educational and Training Functions was last updated on December 14, 2010.

In order to bring the policy up to date, and in line with the District’s current policies, staff recommends making the following updates:

- Revise section 2060.00 “Educational and Training Functions” to remove suggested organizations, streamlining the policy to avoid future revisions.
- Move language to section 2060.10 “Attendance by Directors” from 2060.15 “Attendance by Officers”, on formal approval for events in excess of $2,000 per function or $6,000 per calendar year. In addition, increase the per function limit to $3,000.
- Remove section 2060.15 “Attendance by Officers”. All District officers are staff members, and are covered by the District’s Human Resources policies, making this section redundant.
- Revise section 2060.54 “Meal Expense” to align with Policy 4901.02 “Employee Meal Expenses”
- Revise section 2060.55 “Other Expenses” to align with the District’s Fiscal Management Policies.
- Remove section 2060.57 “Credit Cards”. Fiscal Management Policy 6520 “Credit Cards”, includes the Board of Directors, making this section redundant.

Staff recommends updating Policy 2060, to streamline content and eliminate redundancy.

RECOMMENDATION:
Approve update to policy Board of Directors and Officers Policy 2060 Educational and Training Functions.

ATTACHMENT:
1. Proposed District Policy 2060 - Educational and Training Functions

ACTION:
Moved by Director ___________________, Seconded by Director ___________________, Carried ________
2060.00  EDUCATIONAL AND TRAINING FUNCTIONS

The Board of Directors supports participation by members of the Board of Directors and Officers at educational and training functions of national, state, or local significance that either directly relates to the purposes, goals and objectives of the District or that contribute to a better understanding of water and management issues relevant to District operations. There is no limit as to the number of Directors and Officers attending a particular educational or training function when it is apparent that their attendance is beneficial to the District.

Educational and training functions typically include meetings, seminars, facility tours, and conferences related to District purposes and operations, including, but not limited to, those presented under the auspices of the following organizations:

- American Water Works Association (AWWA)
- American Society of Civil Engineers (ASCE)
- Association of California Water Agencies (ACWA)
- ACWA Joint Powers Insurance Authority (ACWA-JPIA)
- California Special District Association (CSDA) including local Chapters
- Regional Water Authority (RWA)
- Sacramento Area Water Works Association (SAWWA)
- Sacramento Groundwater Authority (SGA)
- Sacramento Water Forum (Water Forum)

2060.10  ATTENDANCE BY DIRECTORS

Members of the Board of Directors are authorized to attend educational and training functions of their choosing except that reimbursement for actual and necessary expenses while in attendance at functions outside of California, Nevada, Oregon or Washington shall require formal approval from the Board of Directors. Expenses per person in excess of $3,000.00 per function and aggregately $6,000.00 per calendar year shall require formal approval from the Board of Directors.

A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation or have not filed for re-election, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board of Directors except as formally authorized by action of the Board of Directors.
2060.15  **ATTENDANCE BY OFFICERS**

Officers are authorized to attend educational and training functions of their choosing except that reimbursement for actual and necessary expenses while in attendance at functions outside of California, Nevada, Oregon or Washington shall require formal approval from the Board of Directors. Expenses per person in excess of $2,000.00 per function and aggregately $6,000.00 per calendar year shall require formal approval from the Board of Directors.

2060.30  **COMPENSATED MEETING DAY**

Directors shall be entitled to receive meeting day compensation in accordance with Compensation and Reimbursement Policy 2040 for each day’s or partial day’s attendance at an educational or training function plus one day for travel if necessary.

2060.50  **EXPENSES**

The District shall pay for actual and necessary expenses for attendance at education and training functions.

2060.51  **Function Expenses**

The District will generally pay fees for registration and attendance at educational and training functions in advance for its representative(s).

Expenses advanced by the District for educational and training functions that are not attended by the Director or Officer other than due to circumstances beyond their control and for which a refund or credit cannot be obtained shall be promptly reimbursed to the District by the Director or Officer within thirty (30) days of the date of said function.

2060.52  **Travel Expenses**

Travel expenses shall be allowed based upon the actual mode of travel. Travel arrangements may be made by the individual or by the District.

Travel by personal vehicle is permitted within California and Nevada and shall be reimbursed at the current expense rate authorized under Internal Revenue Service (IRS) regulations per actual mile driven, not to exceed the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

Travel by air, train, or bus is permitted and shall not exceed or be reimbursed beyond the cost of an unrestricted round-trip coach air fare plus associated ground transportation and parking expenses.

2060.53  **Lodging Expenses**

Actual lodging expenses will be paid or reimbursed at an amount not to exceed the highest published conference rates for accommodations. Lodging arrangements may be made by the individual or by the District.
2060.54 **Meal Expenses**

Meal expenses necessary for function attendance and travel shall be reimbursed at actual cost subject to the following limitations set in Policy 4901.02:

- Breakfast — $20.00
- Lunch — $25.00
- Dinner — $45.00

At the discretion of the Director or Officer, the dollar limits for individual meals as shown above may be exceeded, provided that a daily total of $90.00 for all meals is not exceeded. Meals paid directly by the District as an accompaniment to registration may exceed the basic meal allowances. No compensation will be provided for the purchase of alcoholic beverages.

Receipts shall be required for meal expenses unless a receipt is not available (e.g., meal eaten with another party, other party kept the receipt). In cases where a receipt is not available, the Director or Officer shall provide reasonable documentation of the expense including the reason why a receipt was not available.

2060.55 **Other Expenses**

Other actual and necessary expenses, including but not limited to such items as car rental, taxi or bus fares, gratuities, parking, telephone calls, and facsimile transmissions will be reimbursed at cost. Reimbursement for expenditures of other expenses in excess of $20.00 requires a receipt. In cases where a receipt is not available (e.g., taxi ride), the Director or Officer shall provide reasonable documentation of the expense including the reason why a receipt was not available.

2060.56 **Spouse/Companion Expenses**

Spouse and/or companions may accompany District representatives to educational and training functions at the sole and total expense of the spouse/companion(s). It is incumbent upon the Director or Officer to document those additional expenses that may accrue due to a spouse and/or companion, and to deduct said expenses from any expenses being submitted to the District for reimbursement or reconciliation.

2060.57 **Credit Cards**

Directors and Officers are authorized to use a District credit card(s) for transaction of District business. A monthly report of such expenditures shall be included with the monthly financial reports presented to the Board of Directors at their regular meeting.

A District credit card(s) shall not be used for personal expenses.

2060.58 **Expense Reconciliation**

Upon the conclusion of an educational or training event for which expenses have been incurred, all expenses shall be documented and reconciled on the District's "Conference/Meeting Expense Reconciliation" form (see Attachment 2060.A1).
2060.59 Reporting

An annual report shall be prepared by the Treasurer quantifying attendance and expenses at training and educational functions for members of the Board of Directors and District Officers.

2060.70 DIRECTORS' REPORTS

Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors and Officers will either prepare a written report for distribution to the Board of Directors, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for future use and reference by Directors, Officers and staff.
OBJECTIVE:
Consider adoption of Resolution 25-2019 Commending Steve Nugent for outstanding service and his contributions to the Water Industry for his contributions to the Water Industry on the occasion of his retirement.

BACKGROUND AND ANALYSIS:
A resolution commending Steve Nugent on the occasion of his retirement as General Manager from the Carmichael Water District is attached. Mr. Steve Nugent’s retirement event is scheduled for December 27, 2019. If adopted, the accompanying resolution will be presented at the event.

Steve Nugent is retiring after a thirty-seven year long career in utility management with a major focus on water policy, program and project issues at the agency, regional and state levels.

RECOMMENDATION:
Approve the accompanying resolution commending Steve Nugent for his outstanding service to the water industry on the occasion of his retirement.

ATTACHMENT:
Resolution Commending Steve Nugent for Outstanding Service to the Water Industry

ACTION:
Moved by Director _________________, Seconded by Director _________________, Carried __________
RESOLUTION OF THE BOARD OF DIRECTORS
COMMENDING STEVE NUGENT FOR OUTSTANDING SERVICE TO THE WATER INDUSTRY

WHEREAS, Steve Nugent has been a member of the staff of the Carmichael Water District (District) from September 1985 to October 1990, and April 1994 until December 2019 with over 37 years in the water industry; and

WHEREAS, Steve’s leadership has gained the trust and respect of his peers and the community of Carmichael in which he served. Steve’s guidance has further been recognized by the regulatory and legislative community, regional and statewide water suppliers, environmental organizations, and both state and national industry associations; and

WHEREAS, Steve has been actively involved in the community, he has been a featured speaker and conference presenter for an extensive list of over 20 regional and national organizations. Steve was also an engaging contributor to the North Area Teen Center mentoring program, assisted in developing an education video series for State Office of Water Programs water distribution operator training for California State University Sacramento, and taught water distribution and water treatment classes for neighboring water system operators; and

WHEREAS, Steve has served as a champion for establishing successful partnerships as further exemplified through the award winning American River Pipeline Conveyance Project. He secured grant monies through the Regional Water Authority to assist Golden State Water Company and Aerojet with replacement water supply through a new pipeline crossing the American River. This effort addressed regional long-term reliability, emergency pump back capabilities, as well as drought supply reliability for the District. Additionally, Steve secured Mutual Assistance Agreements and intertities with neighboring water agencies over the years which has boosted regional water reliability and connectivity; and

WHEREAS, the District commends Steve for being a leader within the water community and thanks him for his many years of dedicated service.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES RESOLVE that the Board of Directors of the Citrus Heights Water District does hereby commend Steve Nugent for his dedication and outstanding service to the water industry in California, and extends best wishes for many years filled with happiness and good health during his retirement.

ADOPTED this 18th day of December, 2019

AYES: Board Members-
NOES: Board Members-
ABSTAIN: Board Members-
ABSENT: Board Members-

CARYL SHEEHAN, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 25-2019 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held December 18, 2019.

MADELINE A. HENRY, Administrative Services Manager/
Chief Board Clerk
Citrus Heights Water District
OBJECTIVE:
Consider selection of President and Vice President of the Board of Directors.

BACKGROUND AND ANALYSIS:
Pursuant to District Board of Director and Officers Policy No. 2010 (attached), a President and Vice President of the Board of Directors are to be elected by a majority vote of the Board in December of each year.

The terms of office will begin as soon as acted upon by the Board.

RECOMMENDATION:
1. Receive nominations for President of the Board of Directors and conduct an election.
2. Receive nominations for Vice President of the Board of Directors and conduct an election.

ATTACHMENT:
Policy 2010 – President and Vice President of the Board of Directors

ACTION:
1. For President: ____________________
   Moved by Director _________________, Seconded by Director _________________, Carried __________
2. For Vice President: ____________________
   Moved by Director _________________, Seconded by Director _________________, Carried __________
A President and a Vice President of the Board of Directors shall be chosen from members of the Board of Directors. The President and Vice President shall perform duties as established by the Board of Directors and as required by law.

Selection and Term of Office of President and Vice President

Each December or as otherwise necessary, the Board of Directors shall elect a President and a Vice President from among its members. Nominations from members of the Board will be requested and a President and a Vice President shall be elected by a majority vote of the Board of Directors. The term of office of the President and the Vice President shall begin immediately upon their election unless otherwise specified by the Board of Directors.

Duties of the President

The President of the Board of Directors shall:

- Preside at meetings and hearings of the Board of Directors and conduct said meetings to ensure proper order and decorum.
- Execute documents on behalf of the District that are approved at the meeting including, but not limited to, warrants, resolutions, agreements, and contracts.
- Rule on points of order and passage or failure of motions, resolutions, or ordinances brought before the Board.
- Invite public participation when appropriate during meetings of the Board of Directors.
- Set the time and place for any adjourned, special or emergency special meeting of the Board of Directors.
- Serve as public spokesperson of the Board and express adopted policy of the District when called upon to do so.
2010.27 Represent the Board of Directors at public meetings or ceremonies when called upon to do so.

2010.28 Perform other duties as may be required by law or as directed by the Board of Directors.

2010.29 Appoint a member(s) of the Board of Directors, Officers or staff to serve or represent the District at public meetings, ceremonies or on committees on behalf of the District.

2010.30 **Duties of the Vice President**

In the absence of the President, the Vice President shall assume the duties of the President until such a time as the President is in attendance. In the event that the office of President is vacant, the Vice President shall act in the place of the President until the Board of Directors elects a new President.

2010.40 **Participation in Meetings of the Board of Directors**

The President and Vice President shall have the same rights as other members of the Board of Directors in voting, introducing motions, resolutions, and ordinances, and any discussion of questions that follow said actions.
OBJECTIVE:
1. Consider appointments of member of the Board of Directors or Officers to serve as District representatives to various organizations.
2. Consider amending District Policy No. 2300, Board Representatives.

BACKGROUND AND ANALYSIS:

Appointment of Representatives
Pursuant to District Board of Directors and Officers Policy No. 2300 (attachment 1) the Board of Directors shall appoint its Members or Officers to serve as District representatives to various organizations as follows:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)</td>
<td>Director - David C. Wheaton</td>
<td>Alternate - Raymond A. Riehle</td>
</tr>
<tr>
<td></td>
<td>Staff - Hilary M. Straus</td>
<td>Madeline Henry</td>
</tr>
<tr>
<td>Association of California Water Agencies (ACWA) Region 4</td>
<td>Representive - Raymond A. Riehle</td>
<td>Alternate - Hilary M. Straus</td>
</tr>
<tr>
<td>Citrus Heights Regional Chamber of Commerce Government Issues Committee</td>
<td>Representative - Susan Talwar</td>
<td>Alternate - Madeline Henry</td>
</tr>
<tr>
<td>Regional Water Authority (RWA)</td>
<td>Director - Raymond A. Riehle</td>
<td>Alternate - David C. Wheaton</td>
</tr>
<tr>
<td></td>
<td>Staff - Hilary M. Straus</td>
<td>David Gordon</td>
</tr>
<tr>
<td>Sacramento Groundwater Authority (SGA)*</td>
<td>Representative - Caryl F. Sheehan</td>
<td>Alternate - David C. Wheaton</td>
</tr>
<tr>
<td>Sacramento Water Forum</td>
<td>Representative - David Gordon</td>
<td>Alternate - Rex Meurer</td>
</tr>
</tbody>
</table>

*Changes must be confirmed by City of Citrus Heights

Staff will be ready to provide suggestions for these appointments at the December 18 Board Meeting should the Board wish to receive such input. It should be noted that these appointments by the Board of Directors are independent of appointments to ACWA Committees and the Sacramento Local Agency Formation Commission.
RECOMMENDATION:
1) Appoint Representatives to the following organizations listed below:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Representative</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)</td>
<td>Director</td>
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<td></td>
</tr>
<tr>
<td>Sacramento Water Forum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Changes must be confirmed by City of Citrus Heights

ATTACHMENT:
Policy No. 2300 – Board Representatives

ACTION:
Moved by Director _________________, Seconded by Director _________________, Carried __________
2300.00 BOARD REPRESENTATIVES

Each December, or as otherwise necessary, the Board of Directors shall appoint or recommend appointment of its members, Officers or staff to serve as District representatives and/or alternate representatives for the following calendar year to the following organizations:

- Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)
- Association of California Water Agencies Region 4 (ACWA)
- Regional Water Authority (RWA)
- Sacramento Groundwater Authority (SGA)
- Sacramento Water Forum
- Other organizations as necessary
OBJECTIVE:
Consider appointment and reconfirmations of District Officers.

BACKGROUND AND ANALYSIS:
Pursuant to District Board of Directors and Officers Policy No. 2200 (attached) the Board of Directors shall appoint or reconfirm appointments of District Officers each December or as otherwise necessary. Current appointments are as follows:

<table>
<thead>
<tr>
<th>Current Appointments</th>
<th>Officer</th>
<th>Deputy Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessor/Collector</td>
<td>Alberto Preciado</td>
<td>Dana R. Mellado</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Susan K. Talwar</td>
<td>Alberto Preciado</td>
</tr>
<tr>
<td>Secretary</td>
<td>Hilary M. Straus</td>
<td>Madeline A. Henry</td>
</tr>
</tbody>
</table>

Staff recommends that all officers be reappointed to their respective positions.

RECOMMENDATION:
Appoint and/or reconfirm the following District Officers:

<table>
<thead>
<tr>
<th>Officer</th>
<th>Deputy Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alberto Preciado</td>
<td>Dana R. Mellado</td>
</tr>
<tr>
<td>Susan K. Talwar</td>
<td>Alberto Preciado</td>
</tr>
<tr>
<td>Hilary M. Straus</td>
<td>Madeline A. Henry</td>
</tr>
</tbody>
</table>

ATTACHMENTS:
Policy No. 2200 – Officers of the District

ACTION:
Moved by Director ____________________, Seconded by Director ____________________, Carried __________
The offices of Assessor, Collector, Treasurer, (Water Code Section 21266) and the position of Secretary are recognized as Officers of the District.

The office of Assessor and the office of Collector shall be consolidated into one office and titled Assessor / Collector (21120).

2200.10 Appointment of Officers

The following District offices shall be filled by appointment by the Board of Directors to serve at the pleasure of the Board (21123):
Assessor / Collector
Treasurer
Secretary

2200.11 Deputy of the Assessor / Collector (21186, 21187, 21188)

The Assessor / Collector may appoint one (1) Deputy Assessor / Collector to assist with the discharge of the duties of the Assessor / Collector. The Deputy Assessor / Collector shall hold office at the pleasure of the Assessor / Collector. Said appointment shall be subject to confirmation by the Board of Directors.

2200.12 Deputy of the Treasurer (21186, 21187)

The Treasurer may appoint one (1) Deputy Treasurer to assist with the discharge of the duties of the Treasurer. The Deputy Treasurer shall hold office at the pleasure of the Treasurer. Said appointment shall be subject to confirmation by the Board of Directors.

2200.13 Deputy of the Secretary

The Secretary may appoint one (1) Deputy Secretary to assist with the discharge of the duties of the Secretary. The Deputy Secretary shall hold office at the pleasure of the Secretary. Said appointment shall be subject to confirmation by the Board of Directors.
Each December or as otherwise necessary, the Board of Directors shall appoint or reconfirm the appointment of District Officers and Deputy Officers.

2200.15 Officer's Bonds

Appointments shall be conditional upon the ability to be bondable or insurable as required by the Water Code in the following amounts:

- Assessor / Collector $20,000
- Treasurer $100,000
- Secretary $5,000

Bonds or equivalent employee theft/dishonesty coverage shall be obtained and paid for by the District.

Bonds are not required for the Deputy Assessor / Collector, Deputy Treasurer and Deputy Secretary.

2200.20 Duties of the Assessor / Collector

The District Assessor / Collector shall be responsible for the District’s assessment roll and collections and shall prepare and certify the monthly Collector’s Report. Other duties may be assigned by the Board of Directors including, but not limited to, the following:

1. Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Collector’s Report. Said Collector’s Report shall include receipts for flat rate water and irrigation installments, redemptions, water charges, and miscellaneous income.

2. Is in responsible charge for review of charges assessed and prepares Cancellation/Refund Letter documenting charges to be canceled or refunded by action of the Board of Directors pursuant to Cancellation of Current Year Water Charges Policy 7315 and Refunds of Prior Year Over-Payments Policy 7320.

3. Publishes notices of assessments and delinquencies as required by the Water Code.

4. Executes Certificates of Sale and Certificates of Redemption as necessary.

2200.30 Duties of the Treasurer

The Treasurer will install and maintain a system of auditing and accounting that will completely and at all times show the financial condition of the District in accordance with generally accepted accounting principles and legal requirements. The District Treasurer shall be responsible for receipt, allocation, and investment of District funds in compliance with Investment of District Funds Policy 6300. Other duties may be assigned by the Board of Directors including, but not limited to, the following:

1. Is in responsible charge for the preparation, certification, and submittal to the Board of Directors of a monthly Treasurer’s Report. Said Treasurer’s Report shall include reconciliation and analysis of District receipts, disbursements, depositories, investments, and funds including, but not limited to the following:
Checking Account(s)
Savings Account(s)
Local Agency Investment Fund (LAIF)
Investments
Funds and Reserve Accounts


3. As directed by the Board of Directors, is responsible for the allocation and placement of the financial resources.

4. Routinely transfers funds to and between the checking, savings, and LAIF accounts to facilitate payment of payroll and monthly accounts payable.

5. Prepares financial policies, plans, and recommendations for submittal to the Board of Directors for consideration and approval.

6. Participates in a review of the annual audit and acts, as directed by the Board of Directors, upon the recommendations offered by the auditor.

7. In the absence of the Secretary and Deputy Secretary, may attest to checks for payment totaling $8,000.00 and greater.

2200.40 Duties of the Secretary

The District Secretary certifies and maintains custody of Ordinances, Resolutions, Meeting Minutes, and other official District actions and oaths taken or subscribed to by the Board of Directors and other Officers of the District. Other duties may be assigned by the Board of Directors including, but not limited to the following:

1. Prepares and certifies meeting notices prior to posting.

2. Notifies the media in accordance with the requirements of the Brown Act relating to open meeting law.

3. Adjourns meetings in the absence of any Directors.


5. Attests, certifies, and/or countersigns Ordinances, Resolutions, Collector’s and Treasurer’s Reports, Meeting Minutes, and checks for payment totaling $8,000.00 and greater.

6. Administers and files Oaths, Affirmations, and Acknowledgments.

7. Receives Petitions.

8. Accepts correspondence on behalf of District.

9. Receives and opens sealed bids.
10. In the event that the offices of President and Vice-President are simultaneously vacant, the Secretary shall assume the Chair so that the Directors may elect a President.

2200.50 Officers’ and Deputy Officers’ Compensation

Notwithstanding compensation received as employees of the District, Officers and Employees appointed pursuant to this policy shall not receive any additional compensation for their duties as District Officers and/or Deputy Officers.
OBJECTIVES:
- Consider and discuss revisions to the following District policies to comply with Senate Bill 998 (SB998), the Water Shutoff Protection Act: Policy 7120, Customer Account Deposits; Policy 7170, General Billing Procedures for Bi-Monthly Accounts; Policy 7200 Establishing and Closing Customer Accounts; Policy 7270 Service Termination / Re-Establishment; Policy 7330 Disputed Water Consumption Charges.
- Approve proposed revisions to the attached District policies; or
- Provide direction with regard to proposed District policies for staff to bring at the January meeting.

BACKGROUND AND ANALYSIS:
SB998 (Attachment 1) was passed and signed into law in September 2018. The statutes from SB998 provide additional procedural protections for delinquent residential water customers before the discontinuation of water service (“Turn Off”) is permitted. The statutes from SB998 are required to be implemented no later than February 1, 2020.

The following District policies are affected by the requirements of SB998:
- 7120: Customer Account Deposits (Attachment 2)
- 7170: General Billing Procedures for Bi-Monthly Accounts (Attachment 3)
- 7270: Service Termination / Re-Establishment (Attachment 4)
- 7330: Disputed Water Consumption Charges (Attachment 5)

Staff worked with Assistant General Counsel, Josh Nelson to analyze SB998 with the District’s policies, and identified areas where the current policies do not comply with the mandates of SB998.

The following table outlines the mandates required as part of SB998, the current District policy that applies to the mandate, and the changes, if any, necessary to bring the policies into compliance with the mandates.

<table>
<thead>
<tr>
<th>SB998 Mandate</th>
<th>Applicable District Policy</th>
<th>Changes Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopt written Turn Off policies that are available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean and are made available on the District’s website.</td>
<td>Policy 7270: Currently exists in written form in English only. Not currently available on District’s website.</td>
<td>Policy 7270 needs to be translated into Spanish, Chinese, Tagalog, Vietnamese, and Korean. All language versions of the policy need to be posted on the District’s website.</td>
</tr>
<tr>
<td><strong>SB998 Mandate</strong></td>
<td><strong>Applicable District Policy</strong></td>
<td><strong>Changes Required</strong></td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Discontinuation policy must include: a plan for deferred or reduced payments; an alternative payment schedule; a formal mechanism to contest and appeal bill; and a phone number for a customer to discuss options to avoid Turn Off.</td>
<td>Policy 7270: Currently describes the conditions that would lead to water service being Turned Off; however, it does not currently include a plan for deferred/reduced pay, alternative payment schedule, formal appeal mechanism or phone number.</td>
<td>Amend to include required information.</td>
</tr>
<tr>
<td>Notice must be provided to customer a minimum of seven (7) business days prior to Turn Off.</td>
<td>Policy 7270: Notice provided three (3) business days prior to Turn Off.</td>
<td>Amend policy to provide required amount of notice.</td>
</tr>
<tr>
<td>Written notice shall be delivered to mailing address and service address.</td>
<td>Policy 7270: Although the actual procedure currently complies with this mandate, the policy only states that notice will be provided to the customer.</td>
<td>Amend policy to explicitly state that written notice will be provided to mailing address, service address, and/or to management company.</td>
</tr>
<tr>
<td>If an adult resident of a property appeals the water bill, the District may not Turn Off water service while the appeal is pending.</td>
<td>Policy 7270: Appeal of bill does not stop Turn Off.</td>
<td>Amend policy to hold Turn Off while appeal is pending, until conclusion of appeal.</td>
</tr>
</tbody>
</table>
| An account will not be Turned Off where the following conditions are met:  
  - Turn off will pose a serious threat to health and safety of a resident (must be certified by primary care provider)  
  - Customer demonstrates inability to pay  
  - Customer is willing to enter into an amortization agreement  
  Customer will be offered: amortization of the unpaid balance, or alternative payment options. | Policy 7270: Turn off will be canceled if the District receives written notification of a life-threatening condition from a licensed physician, or other satisfactory form of notification. | Amend policy to mirror statute and outline procedure and requirements for options provided under this mandate. |
| Service for a customer on amortization plan may be Turned Off after being delinquent 60 days on the amortization plan or the current bill. | Policy 7270: Does not currently address this mandate. | Amend policy to outline procedure for the administration of amortization plans, and delinquency during an amortization plan. |
In addition to affecting District policies, SB998 will have an impact on current administrative procedures related to billing and collections. Some of the key changes include:

- Delay Turn Off of delinquent accounts from 45 days of delinquency to 60 days.
- Require more robust Notice of Intent to Terminate Water Service, currently a 2-page document, with additional information for tenants, and information on the additional required options for customers to avoid Turn Off.
- Require the District to provide Notice of Intent to Terminate Water Service in five languages, requiring additional cost for translation, printing of additional pages, and postage.
- Reconnection fees for customers whose household income falls below 200% of the federal poverty line will be limited to $50 for restoration of service during business hours, or $150 if restoration occurs after business hours. Fees are not allowed to exceed cost of service.
- The District will need to report annual statistics on Turn Offs on the District website and to the State Water Resources Control Board.

**RECOMMENDATIONS:**

1. Consider and discuss revisions to the following District policies to comply with SB998: Policy 7120, Customer Account Deposits; Policy 7170, General Billing Procedures for Bi-Monthly Accounts; Policy 7200 Establishing and Closing Customer Accounts; Policy 7270 Service Termination / Re-Establishment; Policy 7330 Disputed Water Consumption Charges.; and
2. Approve proposed revisions to the attached District policies; or
3. Provide direction with regard to proposed District policies for staff to bring to January meeting.

**ATTACHMENTS:**

1. Senate Bill 998, The Water Shutoff Protection Act
2. District Policy 7120, Customer Account Deposits
3. District Policy 7170, General Billing Procedures for Bi-Monthly Accounts
4. District Policy 7270, Service Termination / Re-Establishment
5. District Policy 7330, Disputed Water Consumption Charges

**ACTION:**

Moved by Director ________________, Seconded by Director ________________, Carried __________
Attachment 1

Senate Bill 998 (SB998), Water Shutoff Protection Act
Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed $1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community
water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill’s provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill’s provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:
  (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
  (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
  (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
  (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
  (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
  (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained
in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

Chapter 6. Discontinuation of Residential Water Service

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:
(a) “Board” means the State Water Resources Control Board.
(b) “Public water system” has the same meaning as defined in Section 116275.
(c) “Residential service” means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.
(d) “Urban and community water system” means a public water system that supplies water to more than 200 service connections.
(e) “Urban water supplier” has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.
(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.
(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:
(1) A plan for deferred or reduced payments.
(2) Alternative payment schedules.
(3) A formal mechanism for a customer to contest or appeal a bill.
(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.
(b) The policy shall be available on the urban and community water system’s Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.
(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585
and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590. 116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system’s policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer’s address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to “Occupant.” The notice shall include, but is not limited to, all of the following information in a clear and legible format:

(i) The customer’s name and address.

(ii) The amount of the delinquency.

(iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.

(iv) A description of the process to apply for an extension of time to pay the delinquent charges.

(v) A description of the procedure to petition for bill review and appeal.

(vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system’s policy for discontinuation of residential service for nonpayment.
If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system’s normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system’s normal billing cycle if any member of the customer’s household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household’s annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars ($50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars ($150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household’s annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become
customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system’s rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system’s rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system’s Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.
(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system’s service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.
Attachment 2

Policy No. 7120, Customer Account Deposits
The purpose of the Customer Account Deposit Policy is to assess the credit risk associated with new or existing accounts in order to protect the assets of the District. It is the policy of the District to shift the financial burden of potential bad debt to those who pose a credit risk.

 Deposits, as defined in Section 7120.02-20 of this policy, may be required for the selected location classes shown below or as determined by the Assessor/Collector General Manager or his or her designee.

<table>
<thead>
<tr>
<th>Location Class Codes</th>
<th>Descriptions</th>
</tr>
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<tbody>
<tr>
<td>MCTH</td>
<td>Condo/Townhome—Shared meter</td>
</tr>
<tr>
<td>MDPR</td>
<td>Duplex (Both sides) — Shared meter</td>
</tr>
<tr>
<td>MSFR</td>
<td>Single Family Residence — Multi homes on one service</td>
</tr>
<tr>
<td>SCTH</td>
<td>Condo/Townhome — Individually metered</td>
</tr>
<tr>
<td>SDPR</td>
<td>Duplex — Each side individually metered</td>
</tr>
<tr>
<td>SSFR</td>
<td>Single Family Residence</td>
</tr>
<tr>
<td>SSHP</td>
<td>Half plex — Each side individually metered</td>
</tr>
</tbody>
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A. A deposit shall be required on all locations that are tenant occupied and are billed to the tenant per the Owner/Tenant Agreement on file. It will be the responsibility of the owner to pay the deposit. The deposit will be retained for the duration of that or any subsequent Owner/Tenant Agreement and not subject to refunds as set forth in section 7120.0440.

1. Where a tenant agrees to be billed as the customer due to the owner’s delinquency, pursuant to CA Health & Safety Code section 116916(b), a deposit shall be assessed to both the owner and the new tenant. The deposit will be retained for the duration of that tenant’s tenancy and not subject to refunds as set forth in section 7120.40.
A.B. A deposit may be required for a new account whose owner has a delinquent balance on a previously established account.

B.C. A deposit may be required on an existing account as a result of a qualifying event as determined by the Assessor/Collector General Manager or his or her designee. A qualifying event is defined as:

1. Any customer, who has no deposit, and has had a payment rejected from their financial institution twice in any twelve (12) month period or;

2. Any customer, who has no deposit, and has had their water service terminated for non-payment.

7120.20 Deposit Amounts

All deposits shall be charged in an amount set forth in the District’s Water Rates and Miscellaneous Charges and Fees. This amount shall be sufficient to cover the anticipated losses.

Simple interest will be credited to customer deposit balances based on the annualized rate of return for the State of California Local Agency Investment Fund (LAIF). The interest rate shall be adjusted every three (3) months following the end of the calendar quarter.

7120.30 Deposit Payment Plan

The District may extend payment plans for deposits at the sole discretion of the Assessor/Collector General Manager or his or her designee.

7120.40 Deposit Duration

Deposits held as a result of Policy 7120.10 (A) will be held until either the account is no longer billed to tenants, or the account is closed. Deposits held under Policy 7120.10 (B) or 7120.10 (C) will be held until a period of one (1) year has passed with no qualifying events and no penalties assessed, or until the account is closed.

The deposit will be credited to their current account or by written request from the owner will be refunded to the customer within thirty (30) days upon approval by the Assessor/Collector General Manager or his or her designee.

7120.50 Deposit Procedures Upon Closing of Account
Upon closing of account, the deposit will be applied against any unpaid balance on that account. Any remaining balance will be returned to the customer within thirty (30) days. Upon written request from the owner, any remaining balance on the deposit may be transferred to another account upon approval by the Assessor/Collector or his or her designee.
Attachment 3

Policy No. 7170, General Billing Procedures for Bi-Monthly Accounts
CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES

POLICY TYPE : ACCOUNTS RECEIVABLE
POLICY TITLE : GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS
POLICY NUMBER : 7170
DATE ADOPTED : NOVEMBER 19, 1996
DATE AMENDED : OCTOBER 9, 2007 DECEMBER 18, 2019
DATE EFFECTIVE : JANUARY 1, 2020
AMENDMENTS : (1) APRIL 4, 2000; (2) APRIL 13, 2004; (3) NOVEMBER 10, 2004; (4) OCTOBER 9, 2007

7170.00 GENERAL BILLING PROCEDURES FOR BIMONTHLY ACCOUNTS

DESCRIPTION: Bimonthly Metered Accounts.

Citrus Heights Water District will administer the following guidelines when applicable to the bimonthly accounts that are listed above.

7170.01 Responsible Party for Water Charges

The property owner is responsible for all water charges incurred for water service, not the person(s) incurring the obligation. Citrus Heights Water District will bill the property owner(s), of said parcel, for all water charges. The District will, with the proper written authorization from the owner(s), mail bills directly to the tenant(s) or an authorized representative such as a property management company.

A. Pursuant to California Health & Safety Code section 116916 (b), the District will mail bills directly to the tenant of a residential property if a Notice of Intent to Terminate has been delivered to the property, and:

1. For a single family residence, the tenant can provide a valid lease agreement, and agrees in writing to the District’s terms and conditions of service.
2. For a multi-family residence, if one or more of the tenants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those tenants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements. The tenant must provide a valid lease agreement and agree in writing to the District’s terms and conditions of service.
7170.02 Payments to Incorrect Accounts

If the District has been notified or discovers that a payment has been applied to an incorrect account, and the District is responsible for the misapplication, the District will correct this payment and remove any penalties or costs that have accrued. If the District concludes that the payor was responsible for the misapplication, it is the payor’s responsibility to resolve the issue between the accounts involved.

7170.03 Financial Institution Rejected Payment

If a payment is returned or rejected by a customer’s financial institution, the District will first attempt to contact the customer by telephone. The District will also notify the customer by letter, sent through the U.S. mail, giving ten (10) calendar days to correct this matter. The District will also charge the customer for all financial institution fees, as well as the District’s current fee for returned checks as set forth in the District’s Water Rates and Miscellaneous Charges and Fees.

If the matter is not resolved within ten (10) calendar days, the District will proceed with delinquent account procedures as set forth in Section 7170.05 of this Policy. If a customer, who is participating in the Electronic Funds Transfer (EFT) autopay program, has a payment that is rejected by the financial institution twice within a twelve month period, the customer’s participation in the EFT autopay program will be cancelled. Customers whose participation in the EFT autopay program is cancelled will be notified by letter sent through the U.S. mail.

7170.04 Bimonthly Billing

All water service accounts will be billed on a bimonthly basis (every two months, six times per year). The bimonthly bill will be due on the due date specified on the bill, which will be 20 days from the date the bill is prepared. Bills will be determined based on the rates and charges that are in effect for the dates for which the customer is being billed.

Bills are due and payable at the time of presentation, and are delinquent if not paid by the due date specified on the bill which will be 20 days from the date the bill is prepared. The District must receive payment at the District Office by the specified due date; postmarks are not acceptable.

7170.05 Delinquencies

All customers who have not paid their bimonthly bill by the due date specified on the bill are considered delinquent and will be mailed a past-due notice within ten (10) calendar days after the bill becomes delinquent. A late-payment penalty, calculated as a percentage in an amount set forth in the District’s current Water Rates and Miscellaneous Charges and Fees will be assessed and added to the amount due on the past-due notice. Interest on late payments shall be waived once every twelve (12) months for customers whose household
All customers who have not paid their past-due balance by the past-due notice due date will have a Notice of Intent to Terminate Water Service delivered to the service address not less than three-seven (37) business days prior to the projected water service termination date. A copy of the Notice may also be sent to the mailing address of non-resident owners or to billing addresses different from the service address. The Notice of Intent to Terminate Water Service will inform the customer that water service will be terminated or restricted if payment has not been received by the District by the due date specified on the Notice. The Notice will contain the following items:

- Customer’s name and address
- Amount that is past due
- Date by which payment or payment arrangements are required to avoid discontinuation of service
- Description of the process to apply for an amortization plan
- Description of the process to dispute or appeal a bill
- District phone number and a web link to the District’s written collection policy

Customers who are delivered a Notice of Intent to Terminate Water Service will have a fee assessed in an amount set forth in the District’s Water Rates and Miscellaneous Charges and Fees and added to the amount due.

The District will proceed with termination or restriction of water service as set forth in Policy 7270, Service Termination / Re-Establishment Procedures with all customers who have not paid the outstanding balance and all incurred charges and fees by the due date stated on the Notice.

7170.06 Payment Acceptance

All payments for regular billing, past due notices and Notices of Intent to Terminate Water Service must be received in the District office by the close of business on the due date. Payments delivered by mail will not be considered as paid until they are received in the District office; postmarks prior to the due date are not considered payment on time. Payments delivered by mail to the District’s post office box on or before the due date are considered payment on time.

7170.07 Overpayments

The District, upon receipt of a payment that exceeds the amount currently due on the account, will apply the overpayment as a credit to the account. Credit balances will be refunded only upon written request of the customer, or when a credit balance exists at the time a customer account is closed and after all charges on the closed account have been satisfied.
7170.08 Underpayment

The District may, at its sole discretion, accept underpayment or partial payment of balances due on accounts. Underpayments or partial payments are not a substitute for full payment of amounts due by the due dates, and will not avoid late payment penalties or service termination if the amount due on the account is not paid by the due dates. Payments will be applied to the oldest outstanding balances on the account.

7170.09 Payment Plan Agreements

The District may, at its sole discretion, enter into payment plan agreements with customers as a means of allowing the customer to continue to receive water service while paying past-due amounts in installments. It is the sole responsibility of the customer to remember payment amounts and dues dates. Failure to make payment before close of business on the payment due date shall result in making the special payment plan null and void, placing the account into delinquent status and making it subject to the provisions of Section 7170.06, et seq., of this Policy. The District will proceed with a Notice of Intent to Terminate Water Service and water service termination or restriction procedures as set forth in District Policy 7270, Service Termination / Re-establishment Procedures.

7170.10 Certificate of Sale (Lien)

After all collection procedures have been followed and an account has an unpaid balance remaining, the District may file Certificates of Sale on the parcel (Water Code Section: 26125). The District will mail a certified letter to the owner(s) for which a Certificate of Sale has been filed including a copy of the Certificate of Record for the delinquent account.

7170.11 Certificate of Redemption

On receipt of payment for a Certificate of Sale, the District will prepare in duplicate a Certificate of Redemption. The Certificate of Redemption shall be recorded in the office of the county recorder of the county in which the property is situated (Water Code Section 26225), with a copy provided to the payor.
Attachment 4

Policy No. 7270, Service Termination / Re-Establishment
7270.00 SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01 TERMINATION - CUSTOMER REQUEST

Citrus Heights Water District will terminate or disconnect water service at the point of delivery during regular working hours, Monday through Thursday, in accordance with the provisions of Section 7200.40 of District Policy No. 7200, Closing Customer Accounts. The customer shall be responsible for payment of any bills, charges, fees, or indebtedness to the District prior to the actual termination or disconnection of service.

7270.02 TERMINATION / DISCONNECTION / RESTRICTION – DISTRICT DISCRETION

The District will terminate, disconnect or restrict service to any water service line, service connection or turn off any facility used to deliver water from the District for any of the following reasons:

A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.

B. Water service is being furnished to any property within the District without the proper application or pursuant to an application containing a misrepresentation of material fact.

C. There is evidence of unlawful tampering or interference with the District’s facilities by the customer, agent or tenant.

D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.
E. The owner or occupant of the property being served fails, after written or verbal notice from the District, to provide unobstructed access to any easements, service valves, fire hydrants, or any appurtenances, or fails to remove an obstruction that prevents or unreasonably impairs the reading of any meter, or prevents a repair or construction from being performed by District personnel or District contractors.

The determination of whether to turn off or disconnect water service, or to restrict water service through the installation of a flow restriction device at the water service, will be made at the sole discretion of the District.

7270.03 TERMINATION - WITHOUT PRIOR NOTICE

Any breach of a District policy that endangers or threatens to endanger the public health or safety will result in termination or disconnection of water service without a prior notice from the District.

7270.04 TERMINATION / RESTRICTION - NON-PAYMENT

The following procedures shall govern termination of a service line for default in the payment of any bills, charges, fees, or indebtedness to the District.

A. A Notice of Intent to Terminate Water Service will be delivered at least three seven (37) business days prior to the scheduled date of termination to the customer’s service address, mailing address, and, where applicable, to the customer’s management company.

B. AMORTIZATION PLANS: A customer may request an amortization plan in order to avoid termination of service. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60 days or more will result in the cancellation of the amortization plan, as well as termination of service. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.

B.C. APPEAL OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges, fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. However, dispute of a billing statement does not relieve a customer of their obligation to pay charges due or justify a delay in the payment. Disputed charges must be paid in full. The District will not
terminate water service for non-payment while a bill dispute is under investigation.

C.D. Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re-establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District’s Water Rates and Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer’s account.

D.E. The practice of one customer providing an alternate source of District-furnished water to another customer’s residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer’s property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees.

E.F. Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering with any part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

F.G. When termination of water service is due to non-payment on an account, the District will not terminate water service on a Friday, Saturday, Sunday, or District holiday, or at any time when the business office of the District is closed, or during the investigation of any disputed bills, charges, fees, or indebtedness involved.

7270.05 DISCONNECTION / RECONNECTION CHARGES

A Disconnect / Reconnect Service Charge, in an amount set forth in the District’s Water Rates and Miscellaneous Charges and Fees, will be charged for each occasion or call that an employee of the
District either physically terminates, restricts or re-establishes water service to a property or is dispatched to notify of an impending termination, disconnection or restriction of a service pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this policy.

7270.06 TERMINATION / DISCONNECTION - MEDICAL ALERT STATUS
HEALTH AND SAFETY EXEMPTION

Upon investigation by the District, a scheduled termination, disconnection or restriction will be canceled immediately if the District has received a written notification from a primary care provider, as defined by California Welfare and Institutions Code, section 14088(b)(1)(A), certifying that the termination of water service at a residential property will be life threatening to, or pose a serious threat to the health and safety of, a resident of the property if: licensed physician, or other form of notification that is satisfactory to the District, that there is a Medical Alert condition located at the property that is scheduled for termination, disconnection or restriction. A Medical Alert is defined as a life-threatening condition. A Medical Alert status does not relieve a customer of their obligation to pay charges due or justify a delay in the payment.

A. The owner, or tenant demonstrates that he or she is financially unable to pay for residential service by providing evidence that he, she, or a member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or has household annual income of less than 200 percent of the federal poverty level; and

B. The customer is willing to enter into an amortization agreement of no more than six months. Amortization agreements must be in writing and notarized.

In the event that a customer defaults on an amortization plan created under this Policy, or defaults on a current bill, the District will deliver a Notice of Intent to Terminate Water Service to the property.

The District will then terminate service no sooner than seven (7) business days after the delivery of the Notice of Intent to Terminate Water Service. Termination of service will not occur before the 60th day of delinquency.

7270.07 TERMINATION / DISCONNECTION – FIRE SPRINKLER ACCOUNTS

In the event of a scheduled termination, disconnection or restriction of water service to a dedicated fire sprinkler service account, advance notice shall be delivered to the appropriate fire protection authority at least three-seven (37) business days prior to the scheduled date of termination.

7270.08 RE-ESTABLISHMENT OF SERVICE

Water service through a terminated, disconnected or restricted-water service connection shall be re-established by the District when the customer, agent or tenant receiving water
service from the District has satisfied the condition leading to the termination, disconnection or restriction, in a manner that is satisfactory to the District, pursuant to the provisions of Sections 7270.02, 7270.03, and 7270.04 of this Policy.
Attachment 5

Policy No. 7330, Disputed Water Consumption Charges
A disputed water consumption charge exists when the District has investigated the charge and found it to be accurate, but the customer asserts that the charge—fixed service charge or water consumption charge—is either in error or that they should not be made to pay the charge.

7330.10 Submittal of Disputes on Water Consumption Charges

A customer dispute of water consumption charges shall be made in writing to the District within forty-five (45) days of the date of the bill. The dispute may be submitted in any written form, including electronic mail, that will provide the District with sufficient information to identify the customer, the account, customer contact information, and the disputed water consumption charges. The dispute must clearly state the reasons why the customer believes the consumption charges are inaccurate or that they should not be responsible for paying the charges.

7330.15 Investigation of Disputed Billing Statement

The District will make every effort to complete the investigation within thirty (30) days of receipt of a customer dispute. Once the investigation has been completed, the District will inform the customer of the result of the investigation by United States regular or priority mail. All decisions made by the District are final.

7330.20 Investigation of Disputed Billing Statement—Request for Adjustment due to Leak

In order for the District to consider a billing adjustment for excessive water consumption by the customer due to a leak on the customer’s private lines, the District shall make the following findings:

A. The excessive use of water was due to circumstances that could not be
foreseen or easily prevented by the customer.

B. After receipt of a billing statement showing excessive consumption of water, the customer took prompt and reasonable action to ascertain the cause of the excessive consumption and to correct it.

C. The customer promptly repaired all known or apparent water leaks beyond the point of delivery by the District.

The customer shall be notified in writing of the District findings and adjustment of charges, if any.

7330.30 Determination of Water Quantities for Adjustments to Billing Statements

For purposes of determining billing adjustments, all excessive water consumption amounts shall be determined by the District at the District’s sole discretion. The average measured quantity delivered during the same billing period or periods in the preceding two years will be used when available and representative of normal water consumption. No adjustment shall be made for any charge not based on the quantity of water delivered.

7330.40 Adjustments to Billing Statements

Adjustments to billing statements will be made in the form of a credit to the customer’s account and will appear on the next billing statement. Adjustments shall be made for a maximum of a six-two (26) month period of excessive water consumption. In the event that the District notifies the customer of the excessive water consumption, no adjustments shall be made for excessive consumption beyond sixty (60) days from the date of notification by the District. No adjustment shall be made for an amount less than ten dollars ($10.00). Not more than one adjustment shall be made to a customer account in any twenty-four (24) month period.

7330.50 Appeal of District Findings or Adjustment to Billing Statement

Should a customer dispute the District’s findings or adjustments made to the customers billing statement, if any, the customer may appeal the findings or adjustment to the District Board of Directors General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy, and shall be placed on the agenda of a Board of Directors meeting for consideration and action. The appeal must be filed a minimum of five business days in advance of the Board meeting, any penalty or termination of service, and not more than 60 days after the customer has been notified of the District’s findings or adjustments. The customer filing the appeal, or an authorized representative of the customer, shall be present at the meeting at which the appeal is considered. Failure of the customer or customer’s authorized representative to be present at the meeting shall result in an automatic denial of the appeal by the Board of Directors. The Board of Directors General Manager’s decisions on appeals are final.
7330.60  Payment of Disputed Charges

Customers shall pay disputed charges by the due date as set forth in the billing statement. Dispute of a billing statement does not relieve a customer of their obligation to pay charges due or justify a delay in the payment.
CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
DECEMBER 18, 2019 MEETING

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION OF INTENT TO CONVERT FROM AT-LARGE TO BY-DISTRICT ELECTION SYSTEM

STATUS: Action Item

REPORT DATE: December 10, 2019

PREPARED BY: Madeline Henry, Administrative Services Manager/Chief Board Clerk
Josh Nelson, Assistant General Counsel

OBJECTIVE:
Consider approval of a Resolution of Intent to change the District’s election system from of-division, where the entire District votes for all Board members, to a by-district system where only registered voters within a particular district vote for a potential Board member from their district.

BACKGROUND AND ANALYSIS:
The Citrus Heights Water District currently elects its Board of Directors through an “of-division” electoral system in which each Board member must reside within a division but each Board member is elected by the voters of the entire electorate to provide District-wide representation.

The California Voting Rights Act (“CVRA”) became law in 2003. It provides a way for plaintiffs to allege racially polarized voting and to seek a change from a jurisdiction’s at-large election system to a different system, typically a by-district election system. It also allows for the recovery of a plaintiff’s attorneys’ fees. A violation of the CVRA may be established if it is shown that racially polarized voting has combined with an at-large voting system to impair the ability of a protected class of voters to elect candidates of its choice or to influence the outcome of an election. “Racially polarized voting” under the CVRA means voting in which there is a difference between the choice of candidates or other electoral choices that are preferred by voters in a protected class and in the choice of candidates and electoral choices preferred by voters in the rest of the electorate.

The CVRA does not require proof that racially polarized voting actually resulted in the defeat of a group’s preferred candidate. Nor does the CVRA require a plaintiff to show racial discrimination by the District or other discriminatory intent.

A district-based election system is one in which a district is physically divided into separate districts, each with one Board member who resides in the district and is chosen only by the voters residing in that particular district. As a result of the low threshold established by the CVRA, numerous public agencies throughout California have been facing challenges to their at-large election systems. No public agencies has yet succeeded in court when challenged under the CVRA. Because of the low threshold, the low probability of litigation success, and the potential for being required to pay plaintiffs’ attorneys fees, many agencies have voluntarily changed from at-large elections to by-district elections rather than engage in potentially expensive litigation. Agencies that have litigated cases but settled prior to trial have also paid significant amounts in plaintiffs’ attorney fees.

To provide a safe harbor from expensive lawsuits and settlements, the Legislature amended Elections Code section 10010 by AB 350. In part, this law permits an agency to avoid challenge by voluntarily adopting a resolution of intent and then converting to district elections pursuant to a specific accelerated time schedule and after holding at least four public hearings.
In this case, the District does not agree that its current of-division election system violates the CVRA. However, the Board should consider transitioning to a by-district system in an abundance of caution to avoid potential CVRA liability. The enclosed resolution would begin this process. If approved, staff would hire a demographer to assist with preparing draft maps for future Board and public input and review. Costs are not expected to exceed $35,000. These next steps would include:

- Preparing draft maps.
- Conducting various public hearings on the maps.
- Returning to the Board for consideration and adoption of a final map.

**RECOMMENDATION:**
1. Adopt a resolution of intention to transition to by-district elections.
2. Direct the District complete the implementation steps outlined in the staff report.

**ATTACHMENT:**
1. Resolution 24-2019 Declaring Intention to Transition from Of-Division to By-District Elections

**ACTION:**
Moved by Director _____________, Seconded by Director _____________, Carried _____________
RESOLUTION NO. 24-2019

A RESOLUTION OF THE CITRUS HEIGHTS WATER DISTRICT DECLARING ITS INTENTION TO TRANSITION FROM OF-DIVISION TO BY-DISTRICT ELECTIONS AND SETTING FORTH THE PROCESS FOR TRANSITIONING TO BY-DISTRICT ELECTIONS

WHEREAS, Board members of the Citrus Heights Water District (“District”) are currently elected by through of-division elections, under which each member is elected through a District-wide vote; and

WHEREAS, the California Voting Rights Act (“CVRA”) became law in 2003 and provides a means for prospective plaintiffs to allege racially polarized voting and to seek a change from a jurisdiction’s at-large election system to a different system, typically a by-district or by-division election system where only registered voters within a specific division may vote for a candidate running from their specific division, and also allows for the recovery of a plaintiff’s attorneys’ fees; and

WHEREAS, a violation of the CVRA may be established if it is shown that racially polarized voting has combined with an at-large voting system to impair the ability of a protected class of voters to elect candidates of its choice or to influence the outcome of an election; and

WHEREAS, “racially polarized voting” under the CVRA means voting in which there is a difference between the choice of candidates or other electoral choices that are preferred by voters in a protected class and in the choice of candidates and electoral choices preferred by voters in the rest of the electorate; and

WHEREAS, the District denies that its election system violates the CVRA or any other similar law; and

WHEREAS, the California Legislature has provided in Elections Code Section 10010 a method whereby a jurisdiction may expeditiously transition to a district- or division-based election system; and

WHEREAS, prior to the District’s consideration of a resolution to establish boundaries for a division-based electoral system, the District is first required under Elections Code section 10010 to hold public hearings where the public may provide input on the composition of the divisions, then to draw proposed maps that must be published and available for the public to comment on during at least two public hearings, and to thereafter adopt a resolution with the new maps showing the divisions; and

WHEREAS, the Board of Directors now desires to declare its intention to adopt a resolution transitioning from of-division to district-based elections for its next election, establish specific steps it will undertake to facilitate this transition, and establish an estimated timeframe for doing so.

The Board of Directors does hereby resolve as follows:
SECTION 1. Recitals. That the recitals set forth above are true and correct.

SECTION 2. Intent to Transition to Division-Based Elections. That the Board of Directors intends to consider adoption of a resolution, consistent with Elections Code Section 10010, to transition to a division-based or zone election system for use in the District’s next general election for its Board of Directors.

SECTION 3. Upcoming Actions. That the Board of Directors shall take, or shall cause District staff to take, the following actions, as close as possible to 90 days following the effective date of this Resolution, taking into consideration time required for public outreach and input, agenda requirements under the Brown Act, the Board of Directors’ meeting schedule, and the timeframes established under Elections Code Section 10010:

(a) Conduct public outreach, including to non-English speaking communities, to explain the districting process and to encourage public participation;

(b) Before drawing a draft map or maps of the proposed division boundaries, hold at least two public hearings at which the public is invited to provide input regarding the composition of the divisions and to consider division boundaries as provided in Elections Code Section 10010;

(c) After drawing a draft map or maps, publish the draft map(s) and the potential sequence of the division elections and hold at least two public hearings at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections; and

(d) Hold a public hearing at which the Board of Directors will consider and adopt a resolution establishing division elections, including the adoption of a division boundary map and the sequence of the division elections.

SECTION 5. Severability. That the Board of Directors declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 6. Execution of Resolution. The President of Board of Directors shall sign this Resolution and the Board Secretary shall attest and certify to the passage and adoption thereof.

SECTION 7. Effective Date. That this Resolution shall take effect upon its adoption.

SECTION 8. CEQA. That a transition from of-division to by-district elections is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Public Resources Code §§ 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(3). Adoption of this Resolution is an organizational and administrative activity of the District, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the
environment, and is therefore not a project for purposes of CEQA. In the event adoption of this Resolution does constitute a project, it is categorically exempt under Class 20 (Changes in the Organization of Local Governments) categorical exemption.

PASSED, APPROVED, AND ADOPTED this 18th day of December, 2019.

AYES:
NOES:
ABSENT:
ABSTAINED:

____________________________________
Caryl Sheehan, President

ATTEST:

____________________________________
Madeline Henry, Chief Board Clerk
Subject: Discussion and Possible Action to Cast Ballot on Sacramento Local Agency Formation Commission Run-off Election of an Alternate Special District Commissioner

Status: Action Item

Report Date: December 5, 2019

Prepared By: Madeline A. Henry, Administrative Services Manager/Chief Board Clerk

Objective:
Cast vote on Sacramento Local Agency Formation Commission (LAFCo) ballot regarding the run-off election of an Alternate Special District Commissioner.

Background and Analysis:
At the November 20, 2019 meeting, the Board passed Resolution 17-2019 to Cast a Vote for Special District Commissioner or Alternate Special District Commissioner. The Board voted for Brandon Rose for Special District Commissioner and Jason Green for the Alternate Commissioner.

On November 26, 2019 LAFCo announced that the winner by a plurality of votes for the Commissioner seat was Lindsey Liebig from the Herald Fire Protection District. For the Alternate Commissioner seat there was a three-way tie. Therefore, a run-off will occur.

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting an Alternate Special District Commissioner [for Offices No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

The three remaining candidates are: Michael Hanson, Arcade Creek Recreation & Park District; Charlea Moore, Rio Linda Elverta Recreation & Park District; and Michael Yearwood, Cordova Recreation & Park District.

To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary of the board.

The ballot must be returned by no later than 4:00 p.m. on January 28, 2019. Communications from LAFCo are attached, including copies of the ballot and resumes of the remaining candidates for Special District Alternate.

Recommendation:
1. Cast vote on Sacramento Local Agency Formation Commission (LAFCo) ballot run-off election of an Alternate Special District Commissioner.

Attachments:
1. LAFCo Ballot & Bids
2. Resolution 23-2019 to Cast a Vote for Alternate Special District Commissioner in Run-off Election
ACTION:

Moved by Director _________________, Seconded by Director _________________, Carried __________

__________________________________________________________
DATE: November 26, 2019

TO: Special Districts' Selection Committee

FROM: Don Lockhart, Executive Officer
Sacramento Local Agency Formation Commission

RE: Selection of Special District Commissioner and Alternate Commissioner Run-off
for the Sacramento Local Agency Formation Commission

Term of Office: **January 1, 2020 to December 31, 2023**

Thank you for your participation in the selection process for the Special District Commissioner and Alternate seats on the Sacramento Local Agency Formation Commission (LAFCo).

This purpose of this memorandum is to announce who was selected by the Special District Selection Committee for the Commissioner and the Alternate Commissioner seats for LAFCo.

The winner by a plurality of votes for the **Commissioner seat is Lindsey Liebig from the Herald Fire Protection District. Therefore, Ms. Liebig is declared the selected Commissioner.**

For the **Alternate Commissioner seat there is a three-way tie. Therefore, a run-off will occur. Please see the attached Instructions and Ballot. (Ballot must be returned by January 28, 2020)**

Commissioner Liebig will fulfill the four year term starting January 1, 2020 ending December 31, 2023. At the end of that time, another selection process will be held. Congratulations and welcome Ms. Liebig!

Please feel free to contact me if you have any questions regarding the selection process at (916)874-6458.

Yours truly,

**SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**

Donald Lockhart, AICP
Executive Officer
DATE: November 26, 2019

TO: Special Districts' Selection Committee

FROM: Donald Lockhart, Executive Officer

RE: Selection of Special District Alternate Commissioner

Term of Office: January 1, 2020 to December 31, 2023
for the Sacramento Local Agency Formation Commission

For the Alternate Commissioner seat there is a three-way tie. Therefore, a run-off will occur. Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting an Alternate Special District Commissioner [for Offices No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Run-off Ballot
Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on TUESDAY, JANUARY 28, 2020

To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an open and official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions, please contact Sacramento LAFCo at (916) 874-6458.

Return ballot to:
Sacramento LAFCo
1112 “I” Street; Suite 100
Sacramento, CA 95814

or e-mail to: Diane.Thorpe@SacLAFCo.org
Runoff Ballot
LAFCo Special District Alternate Commissioner
Please select one candidate from below

Run-off Ballot
Alternate Commissioner - for Offices No. 6 & 7
Please select ONE candidate BELOW

Michael Hanson
Arcade Creek Recreation & Park District

Charlea Moore
Rio Linda Elverta Recreation & Park District

Michael Yearwood
Cordova Recreation & Park District

Ballot must be received by **4:00 pm on Tuesday January 28, 2020**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. The information below must be complete. The candidate who receives the most votes will be determined the winner outright. The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Name of Special District

Street Address

Date of Meeting

District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address
SUMMARY

Information Technology Professional proven experience including roles as a manager, project manager, systems analyst, systems integrator and software developer of systems in the mainframe and midrange environments. Experienced in all stages of software development life cycle, from analysis through implementation. Successfully managed numerous projects and led teams in system & vendor selection, analysis of business requirements, vendor management, system development & implementation.

Strengths include:
- Project Manager
- Vendor Management
- Systems Integration
- Database Analysis
- Application Architecture
- System Analysis
- Software Development Lifecycle
- Managing Projects Across Technologies

Elected to Arcade Creek Recreation and Park District 2014
- Serve as Chair 2015
- Serve as director 2016
  - Lead in the Master Plan project
- Serve as Secretary/Treasurer 2017

PROFESSIONAL EXPERIENCE

CSAA IG, Glendale AZ
Previously, CSAA, San Francisco, CA
AAA Membership and Insurance Co.

Project Manager 2002 – Present

As an EDS/HP employee supporting CSAA (outsourced in 1996), led projects involved in mainframe upgrades and support activities.

- Created proposal to upgrade all application software to a consistent and supportable level. The application software would not be supported under the new operating system (the environment was scheduled to be upgraded). Worked with leadership to document proposal and create the accepted SOW. (Project size >65K staff hours)
- Managed teams' efforts associated with the application. Assumed role as the Technical Lead and Application Architect. Needed to allow concurrent business changes to occur while upgrading the infrastructure. Delivered a consolidated toolset for mainframe application support including the customized Configuration Management tool, the approach to managing DB2, and the build process itself.
• Reviewed infrastructure requirements and worked with senior management to create an accepted SOW to upgrade the system software.

• Managed a multi-stage mainframe software upgrade to supported levels. Managed the efforts of EDS, Mphasis, and CSAA teams to upgrade the environment with minimal interruption to the business.

• Technical lead for the CSAA account for the mainframe portion of the Data Replication Project by providing stats and coordinating various teams. In addition, provided communication and follow-through for questions/concerns related to the midrange portion of the effort. Help to coordinate the efforts to deliver a successful data replication environment where the mainframe and midrange have replication in place for Disaster Recovery purposes.

• Manage mainframe hardware upgrades. Managed 4 mainframe CPU upgrades for the CSAA account. The scope included the coordination of the teams, the actual upgrade itself, and validation all components would continue to support the business/applications in the new environment as they did on the current hardware including the encryption coprocessor.

• Manage mainframe system software upgrades. Managed migrations from IBM OS/390 through z/OS 1.13, DB2 v7 through DB2 v10, and similar upgrades to CICS, Datacom, and the infrastructure in general. Each major upgrade required a level of acceptance testing and burn-in prior to moving the upgrades to production.

Team Lead 1996 – 2002
As a Systemhouse/MCI/WorldCom employee supporting CSAA (outsourced in 1996), led teams addressing improvements in the Travel/Touring and Membership area.

• Coordinated the install of the TripTik system developed by the AAA National team to automate the Tourbook and map process used to support members in their travels. This was a client-server app where workstations would communicate to a SUN Sparc back-office server.

• Lead the development of the processes internal to CSAA to handle “vanity cards.” This is the AAA VISA cards for the CSAA members which allowed them to autopay their membership. Later, added the capability to Autopay their insurance premiums as well.

• Scheduled to manage the Claims replacement project (HAL), a Client-Server application. Studied the architecture and status with the current PM who then was able to stay and complete the project.

Team Lead 1993 – 1996
Managed team supporting Travel and Touring

• Brought onboard to support the project replacing all Membership, Insurance, and Claims. The architecture of the system was client-server based with the data storage being DB2 on the mainframe and the client residing on workstations running OS/2 and communicating to the mainframe. Directed the efforts of the Membership team (and supported other team's efforts) related to productionalizing the system.
Education: BA in Management, St. Mary's College, Moraga CA.
I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore
Experience Summary:
Customer Service Leader with over ten years of experience with direct customer problem solving within the health insurance industry. Expert level experience with hiring, training, staff retention, process improvement projects, managing deadlines and increasing production of teams.

Health Net of California 2018-2019
Claims Supervisor - Performance Team
- Supervise a team of 17 Claims Analysts
- Coach and mentor staff to exceed expectations
- Responsible for talent and performance management of Claims Team
- Daily operational leadership and support through work distribution and monitoring
- Coordinate with scheduling to assist with daily forecast ensuring accurate staffing coverage
- Identify individual performance gaps to recommend and implement action plans that achieve desired result
- Monitor daily productivity through the Macess System
- Collaborate with peers and managers on process improvements

State of California - Health Benefits Exchange (Covered California) 2015-2016
Supervising Program Technician III
- Supervise a team of 15 Customer Service Representatives
- Coach and mentor staff to exceed expectations
- Assist representatives with questions regarding health plan options and policy and procedures
- Research and resolve escalated calls from consumers
- Monitor daily productivity through the IEX System
- Audit inbound calls through the Nice System
- Collaborate with peers and managers on process improvements

Vision Service Plan 2007-2015
Client Broker Representative - Inside Sales
- Assisted and resolved clients and brokers service issues
- Provided phone support and customer service to clients and brokers
- Provided e-mail coverage for Sales Team in their absence
- Implemented installation of new groups and pull-outs according to guidelines
- Processed renewals for clients according to guidelines
- Provided Resource Center support to clients and brokers

References available upon request
Service to My Community

Cordova Recreation and Park District (Board Chairperson)
2015-Present: Director

As a Cordova Recreation and Park District (CRPD) Board Member I am responsible for the budget and for setting policies that safeguard the vitality of the district. The five non-partisan members of the Board of Directors are elected to four-year terms by residents located within CRPD’s boundaries. The elected board is held accountable to the following laws that govern public officials: The Brown Act, California Public Records Act, FPPC Reporting Requirements and biannual ethics training.

Specific functions and duties of my role as a Board Director are:

1. To perform its legal responsibility.
2. To set up by-laws, regulations and operation procedures.
3. To select, employ, and if necessary, dismiss the District Administrator.
4. To control the operating budget, the financial plans and the insurance program.
5. To care and maintain property.
6. To be responsible for program.
7. To assure personnel policies.
8. To maintain good public relations.
9. To appoint, commission, supervise and receive reports from committees and the District Administrator.

BOARD MEMBERS RESPONSIBILITIES

1. Board members should understand the significance and importance of recreation in the community.
2. Board members should be aware of the relationship of the recreation services to other community services.
3. Board members should look objectively at their specific responsibility as board members and at local community recreation needs, and keep abreast of changing conditions, continuously reassessing their efforts and reasons for service.
4. Board members should have the courage to resist pressures of all types and insist upon high standards for their agencies, particularly in regard to competent, professional personnel.
5. Board members should be aware of their role as board members, acting in concert with their fellow board members without usurping the functions of the District Administrator.
Rancho Cordova Athletic Association
2013: Founding Member
2013-2015: Secretary
2016: CRPD Representative

Leadership Rancho Cordova
2014-2016: Governing Board
2014: Graduate of Class VIII

Rancho Cordova Youth Soccer Club (RCSC)
2002: Coach
2003: U-6 Age Coordinator
2004: Coach & U-8 Boys Age Coordinator
2005: Coach & U-8 Girls Age Coordinator
2006: Coach & U-6 Age Coordinator
2007-2009: Club Manager & Coach
2012: Coach

American River Youth Soccer League (ARYSL)
2007-2009: Board Member – RCSC Representative
2010: League Treasurer

Cordova Girls Softball League
2010-2011: League Vice President
2011-2012: League Vice President
2012-2013: Secretary
2013-2014: Secretary
2014-2015: NORCAL Representative

Folsom Cordova Unified School District
Cordova High School Site Council
2014-2015: Parent Representative

Cordova Lane Elementary School Site Council
1998-2006: Elected Parent Representative

Navigator Elementary School Site Council
2006-2008: Elected Parent Representative

Measure M & P Oversight Committees
2014-2016: Parent/PTSO Member Representative
ATTACHMENT 2

Resolution 23-2019 to Cast a Vote for Alternate Special District Commissioner in Run-off Election
WHEREAS, Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer of LAFCo has determined that a meeting of the Special District Selection Committee for the purpose of selecting an Alternate Special District Commissioner to serve on the Sacramento Local Agency Formation Commission is not feasible; and

WHEREAS, the business of the Special District Selection Committee will be conducted in writing;

WHEREAS, the selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary of the board; and

WHEREAS, the ballot must be returned by no later than 4:00 p.m. on January 28, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT CASTS ITS VOTE FOR _______ AS ALTERNATE SPECIAL DISTRICT COMMISSIONER IN THE RUN-OFF ELECTION.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT, this 18th day of December, 2019, by the following vote, to-wit:

AYES: Directors:
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

CARYL F. SHEEHAN, President
Citrus Heights Water District
Board of Directors

ATTEST:

MADELINE HENRY, Chief Board Clerk Citrus Heights Water District