

**BOARD MEETING AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS OF
CITRUS HEIGHTS WATER DISTRICT (CHWD)
FEBRUARY 21, 2018 beginning at 6:30 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:

PLEDGE OF ALLEGIENCE:

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: (A/I)

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. Revised Minutes of the Regular Meeting – December 20, 2017

CC-1b. Minutes of the Regular Meeting – January 17, 2018

CC-2. Revenue Analysis Report for January 2018

CC-3. Assessor/Collector's Roll Adjustment for January 2018

CC-4a. Treasurer's Report for January 2018

CC-4b. Treasurer's Report for December 2018

CC-5. Treasurer's Report of Fund Balances for January 2018

CC-6. Operations Budget Analysis for January 2018

CC-7. Capital Projects Summary January 2018

CC-8. Warrants for January 2018

CC-9. CAL–Card Distributions for January 2018

CC-10. Summary of 2017 Employees and Directors Training Courses, Seminars and Conference

CC-11. Employee Recognitions

- CC-12. Long Range Board Agenda (I)
Board Agenda Items Planned for Upcoming Meetings.
- CC-13. Engineering Department Report (I)
Significant assignments and activities for the Engineering Department are summarized.
- CC-14. Operations Department Report (I)
Monthly report on construction and maintenance activities.
- CC-15. 2017 Water Supply – Purchased and Produced (I)
Report on annual water supply including comparison with prior years.
- CC-16. Water Supply Reliability (I)
Receive status report on surface water supplies available to the Citrus Heights Water District (District).
- CC-17. Water Efficiency Program Update (I)
Monthly report on Water Efficiency program activities.
- CC-18. Discussion and Possible Action to approve Investment of District Funds Policy (A)
Review and consider one amendment to District Fiscal Management Policy No. 6300, Investment of District Funds.
- CC-19. Discussion and Possible Action to Approve the 2016-17 On-Call Concrete Restoration Services as Complete(A)
Consider adoption of Resolution 02-2018 for the 2016-17 On-Call Concrete Restoration Services performed throughout the Citrus Heights Water District's service area, and authorize execution and recording of a Notice of Completion for the project.
- CC-20. Discussion and Possible Action to Approve Agreement with B & M Builders, Inc. for the 2018/19 On-Call Concrete Restoration Services (A)
Consider acceptance of a responsive bid for 2018/19 On-Call Concrete Restoration Services for the Citrus Heights Water District. Consider authorizing the General Manager or General Manager's designee to execute an agreement with B & M Builders, Inc. for this project.
- CC-21. Discussion and Possible Action to Approve a Resolution Opposing SB 623 (A)
Consider adoption of Resolution 03-2018, opposing a Public Goods Charge on Water.
- CC-22. Discussion and Possible Action to Approve an Amended Resolution Appointing the Customer Advisory Committee (A)
Consider amending Resolution 01-2018, creating the Customer Advisory Committee and Appointing Twenty-four Members to the Committee.

PRESENTATIONS:

- P-1. Introduction and Oath of Office: Customer Advisory Committee (I/D)
Receive oaths of office for the selected candidates for the proposed Customer Advisory Committee.

BUSINESS:

- B-1. Preview of 2018 Strategic Plan (A)
Review and consider amendments to the 2018 Strategic Plan.
- B-2. Discussion and Possible Action to Approve Revisions to the Purchasing and Procurement Policy (A)
Review and consider amendments to Policy 6500: Purchasing and Procurement.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):

None.

DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):

- D-1. Regional Water Authority (Dains).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Dains).
- D-5. ACWA Joint Powers Insurance Authority (Dains/Castruita).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Government Issues Committee (Gordon/Meurer).
- D-8. RWA Lobbying Program Update (Gordon/Meurer).
- D-9. Other Reports.

MANAGEMENT SERVICES REPORTS (I):

- MS-1. Corporation Yard Update.
- MS-2. Meter Replacement Study Update.
- MS-3. FYI Report Format Update.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

March 21, 2018	6:30 PM	Regular Meeting
April 18, 2018	6:30 PM	Regular Meeting
May 16, 2018	6:30 PM	Regular Meeting
June 20, 2018	6:30 PM	Regular Meeting
July 18, 2018	6:30 PM	Regular Meeting
August 15, 2018	6:30 PM	Regular Meeting
September 19, 2018	6:30 PM	Regular Meeting

October 17, 2018	6:30 PM	Regular Meeting
November 14, 2018	6:30 PM	Special Meeting
December 19, 2018	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 regular meeting in accordance with Government Code Section 54954.2.



Hilary M. Straus, General Manager/Secretary

Dated: February 15, 2018

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : Revised Minutes of the Regular Meeting – December 20, 2017
STATUS : Action Item
REPORT DATE : February 13, 2018
PREPARED BY : Christopher J. Castruita, Management Services Supervisor/Chief Board Clerk

Due to an oversight, the Minutes of the Regular Meeting – December 20, 2017 did not include detail on an item. To resolve the issue, staff recommends approving the attached Revised Minutes of the Regular Meeting – December 20, 2017. The recommended revisions are highlighted in yellow.

ATTACHMENT:

Revised Minutes of the Regular Meeting – December 20, 2017

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REVISED REGULAR MEETING MINUTES
December 20, 2017

The Regular Meeting of the Board of Directors was called to order at 7:07 p.m. by President Sheehan and roll was called. Present were:

Caryl F. Sheehan, President
Raymond A. Riehle, Vice President
Allen B. Dains, Director

Absent:

None.

Staff: Hilary Straus, General Manager
Susan Sohal, Administrative Services Manager
Chris Castruita, Management Services Supervisor/Chief Board Clerk
David Gordon, Operations Manager
Missy Pieri, Engineering Manager/District Engineer
Rex Meurer, Water Efficiency Supervisor
Brain Hensley, Water Resources Manager

VISITORS:

Roger Kohne, Harris and Associates
Julie Beyers
David Underwood, Board Member, Fair Oaks Water District

PLEDGE OF ALLEGIANCE:

Board President Caryl Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

Management Services Supervisor stated that before President Sheehan called for motions on the Consent Calendar, he must state per Government Code Section 54953.C.3 that Consent Calendar item CC-18 includes a 2.5% adjustment to the base salary of the General Manager as well as a one-time Rewards and Recognition amount of \$1,250. More information is available in the staff report of this item.

President Sheehan asked for consideration and/or approval of the Consent Calendar consisting of the following action or information items:

Minutes of the Regular Meeting – November 18, 2017.
 Revenue Analysis Report for November 2017.
 Assessor/Collector’s Roll Adjustment for November 2017.
 Treasurer’s Report for November 2017.
 Treasurer’s Report of Fund Balances for November 2017.
 Operations Budget Analysis for November 2017.
 Capital Projects Summary November 2017.
 Warrants for November 2017.
 CAL–Card Distributions for November 2017.
 Summary of 2017 Employees, Officers and Directors Training Courses, Seminars and Conference.
 Employee Recognitions.

Long Range Board Agenda (I)

Board Agenda Items Planned for Upcoming Meetings.

Engineering and Capital Projects Departmental Report (I)

Significant assignments and activities for the Engineering and Capital Projects Department is summarized.

Operations Departmental Report (I)

Monthly report on construction and maintenance activities.

2017 Water Supply – Purchased and Produced (I)

Report on annual water supply including comparison with prior years.

Water Supply Reliability (I)

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

NOVEMBER 2017 WARRANTS			
<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64358	Cecil L Jaquess Jr	Customer Refund	\$37.33
64359	Nancy B Lorenzen	Customer Refund	\$116.53
64360	Michael Meidinger	Customer Refund	\$252.23
64361	Juan Carlos Anchante	Customer Refund	\$225.00
64362	ACWA/JPIA	Workers Comp Insurance	\$1,495.00
64363	AFLAC	Employee Paid Insurance	\$238.56
64364	Awards By Kay Inc	Office Expense	\$671.15
64365	Bart/Riebes Auto Parts	Repair-Trucks	\$226.13
64366	Betty Ann Bertoglio	Contract Services-Miscellaneous	\$3,000.00
64367	BSK Associates	Water Analysis	\$832.00
64368	Messenger Publishing Group	Dues & Subscriptions	\$140.00
64369	Robin Cope	Health Insurance	\$412.00
64370	Corix Water Products, Inc	Material	\$3,439.39
64371	Sacramento County Utilities	Utilities	\$186.75
64372	Cybex	Equipment Rental-Office	\$149.21

64373	Ditch Witch	Fixed Assets	\$3,899.78
64374	Express Office Products Inc	Office Expense	\$36.80
64375	Global Machinery West	Fixed Assets	\$583.72
64376	Ferguson Enterprises Inc #1423	Material	\$6,303.38
64377	Integrity Administrators Inc	Health Insurance	\$291.12
64378	J4 Systems	Contract Services-Other	\$3,176.25
64379	Kei Window Cleaning #12	Janitorial	\$94.00
64380	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$723.15
64381	Liebert Cassidy Whitmore	Legal & Audit	\$3,825.00
64382	Rex Meurer	Water Conservation-Materials/Supplies	\$141.24
64383	Moonlight BPO	Contract Services-Bill Print	\$3,423.90
64384	Office Depot	Office Expense	\$75.38
64385	River City Staffing Group	Contract Services-Conservation	\$2,102.40
64386	Sac-Val Janitorial Supply	Supplies-Field	\$255.69
64387	Sonitrol	Equipment Rental-Office	\$168.56
64388	S.I.C.H.	Office Miscellaneous	\$200.00
64389	Superior Equipment Repair	Repair-Trucks	\$445.81
64390	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$6,298.01
64391	US Bank I.M.P.A.C. Government Services	See October Agenda Item CC-9	\$5,671.44
64392	Verizon Wireless	Telephone-Wireless	\$1,249.96
64393	World Environment & Energy Inc	Contract Services-Miscellaneous	\$357.50
64394	ACWA	Dues & Subscriptions	\$14,955.00
64395	ACWA/JPIA	Workers Comp Insurance	\$15,734.60
64396	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving/Concrete	\$100,538.81
64397	Domenichelli and Associates, Inc	Contract Services-Engineering	\$14,482.00
64398	ESRI	Maintenance Agreement-Equipment	\$11,900.00
64399	J4 Systems	Contract Services-Other	\$17,200.32
64400	PNP Construction, Inc	Contract Services-Engineering	\$198,682.00
64401	San Juan Water District	Purchased Water	\$753,047.83
64402	SMUD	Utilities	\$8,425.92
64403	Annamarie Buchanan	Customer Refund	\$169.04
64404	Steven C/Charlene M Madden	Customer Refund	\$101.07
64405	Michael V/Cynthia J Laduzinski	Customer Refund	\$209.65
64406	Roy/Irene Silvernail	Customer Refund	\$72.19
64407	Adrienne A Svedas	Customer Refund	\$101.82
64408	Eugene M Ganas-Kouklis	Customer Refund	\$232.65
64409	Kayla Minear	Customer Refund	\$153.40
64410	Jared/Jamie Sindt	Customer Refund	\$15.04

64411	Brevis Inc	Customer Refund	\$106.88
64412	A&A Stepping Stone Manufacturing	Supplies-Field	\$16.97
64413	CA-NV AWWA	Dues & Subscriptions	\$180.00
64414	California Landscape Associates Inc	Janitorial	\$200.00
64415	Dawson Oil Company	Gas & Oil	\$1,272.21
64416	Ditch Witch	Fixed Assets	\$1,296.00
64417	ESRI	Maintenance Agreement-Equipment	\$750.00
64418	Express Office Products Inc	Office Expense	\$30.13
64419	KBA Docusys Inc	Equipment Rental-Office	\$310.83
64420	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$896.92
64421	Moonlight BPO	Contract Services-Bill Print	\$3,361.40
64422	Protection One Alarm Monitoring	Equipment Rental-Office	\$140.00
64423	Republic Services #922	Utilities	\$207.62
64424	River City Staffing Group	Contract Services-Conservation	\$1,152.00
64425	Superior Equipment Repair	Repair-Trucks	\$1,486.62
64426	Titan Workforce LLC	Contract Services-Temporary Labor	\$3,449.25
64427	United Rentals (North America) Inc	Equip Rental-Field	\$4,409.12
64428	Utility Services Associates LLC	Contract Services-Conservation	\$2,658.00
64429	Warren Consulting Engineers Inc	Contract Services-Engineering	\$1,100.00
64430	Morrison Trust	Customer Refund	\$6.60
64431	John C/Annette M Klein	Customer Refund	\$15.80
64432	Thomas E/Kaye Madden	Customer Refund	\$60.77
64433	Terry C/Carol L Johnson	Customer Refund	\$18.29
64434	John M Ondricka II	Customer Refund	\$215.24
64435	Bernadine M Hamilton	Customer Refund	\$8.31
64436	Robert E/Shiela G Laubengayer	Customer Refund	\$30.79
64437	Barnes Trust	Customer Refund	\$99.69
64438	Mariposa Management	Customer Refund	\$11.37
64439	Pacifica Properties	Customer Refund	\$478.04
64440	Thutrang T/Randy T Tran	Customer Refund	\$27.92
64441	Shane J/Eden L Jack	Customer Refund	\$170.46
64442	Catharina I Beckwith	Customer Refund	\$8.52
64443	Myrna J Morales-Shere	Customer Refund	\$40.80
64444	Dezaree N Trent	Customer Refund	\$9.63
64445	Hymie L/ Eileen M Brandstetter	Customer Refund	\$57.77
64446	William E Jones	Customer Refund	\$17.49
64447	Monique Pelletier	Customer Refund	\$262.36
64448	Jason C/ Robyn M Traversie	Customer Refund	\$133.93
64449	Blackrock Paving, Inc.	Customer Refund	\$1,450.48
64450	Charles Fox	Customer Refund	\$65.59

64451	Afman Supply	Small Tools	\$298.94
64452	Alexander's Contract Services	Contract Services-Meter Read	\$3,885.50
64453	All Cal Disinfectant	Field Miscellaneous	\$850.00
64454	AnswerNet	Telephone-Answering Service	\$282.35
64455	Awards By Kay Inc	Office Expense	\$21.65
64456	CA-NV AWWA	Dues & Subscriptions	\$50.00
64457	Best Best & Krieger	Legal & Audit	\$6,558.18
64458	Bryce Consulting, Inc	Legal & Audit	\$560.00
64459	Caltronics Business System	Small Office Equipment	\$395.44
64460	Hach Company	Wells Maintenance	\$46.21
64461	Herc Rentals	Equipmetn Rental-Field	\$200.12
64462	Irrigation Association - Certification	Dues & Subscriptions	\$100.00
64463	J4 Systems	Contract Services-Other	\$788.75
64464	Kurey & Associates	Contract Services-Engineering	\$1,350.00
64465	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$739.97
64466	Luhdorff & Scalmanini	Contract Services-Wells	\$1,481.85
64467	Mitch's Certified Classes	Continued Education	\$600.00
64468	Moonlight BPO	Contract Services-Bill Print	\$3,498.19
64469	Occu-Med	Office Miscellaneous	\$186.00
64470	Pace Supply Corp	Material	\$633.57
64471	River City Staffing Group	Contract Services-Conservation	\$1,953.50
64472	RW Trucking	Contract Services-Miscellaneous	\$2,835.00
64473	Sacramento Bee	Publication Notices	\$839.38
64474	San Juan Water District	Purchased Water	\$1,330.00
64475	John Spinella	Small Tools	\$225.95
64476	Superior Equipment Repair	Repair-Trucks	\$824.01
64477	ULINE	Supplies-Field	\$149.72
64478	United Rentals (North America) Inc	Equipment Rental-Field	\$4,845.95
64479	CA-NV AWWA	Dues & Subscriptions	\$110.00
64480	Robert M Gaffney	Customer Refund	\$17.07
64481	Alexander L/Helena L Andrews	Customer Refund	\$50.35
64482	Renda Family Trust	Customer Refund	\$14.89
64483	Gary Gearheart	Customer Refund	\$40.85
64484	Craig/Erin Bethune	Customer Refund	\$253.44
64485	Garry O Kelley	Customer Refund	\$16.75
64486	Gary D Palmer	Customer Refund	\$190.62
64487	Valirie Monahan	Customer Refund	\$39.08
64488	Lacey N Roberts	Customer Refund	\$220.77
64489	Lori Green	Customer Refund	\$130.32
64490	Chris A Padilla	Customer Refund	\$189.17

64491	Jae S Kim	Customer Refund	\$67.37
64492	Christine/Juan Escamilla	Customer Refund	\$8.64
64493	Doumit Construction Inc	Customer Refund	\$1,431.79
64494	AREA Restroom Solutions	Equipment Rental-Field	\$118.76
64495	AT&T	Telephone-Local/Long Distance	\$60.00
64496	Avalon Custodial Care	Janitorial	\$695.00
64497	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
64498	Bart/Riebes Auto Parts	Repair-Trucks	\$203.22
64499	Best Best & Krieger	Legal & Audit	\$5,682.21
64500	Bennett Engineering Services, Inc	Contract Services-Engineering	\$2,326.50
64501	BSK Associates	Water Analysis	\$3,044.25
64502	State of CA Dept. of Consumer Affairs	Dues & Subscriptions	\$172.50
64503	California Society of Municipal Finance Officers	Dues & Subscriptions	\$540.00
64504	Consolidated	Telephone-Local/Long Distance	\$1,731.95
64505	Corelogic Information Solutions Inc	Dues & Subscriptions	\$183.33
64506	County of Sacramento Municipal Services	Field Miscellaneous	\$27.35
64507	Dawson Oil Company	Gas & Oil	\$761.21
64508	Ecolandscape California	Water Conservation-Other	\$2,000.00
64509	Gladwell Governmental Services Inc	Contract Services-Financial	\$980.00
64510	Independent Business Forms Inc	Printing	\$543.62
64511	KBA DOCUSYS	Equipment Rental-Office	\$20.06
64512	Kurey & Associates	Contract Services-Engineering	\$810.00
64513	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$896.92
64514	Layne Christensen Company	Contract Services-Wells	\$2,000.00
64515	Moonlight BPO	Contract Services-Bill Print	\$5,252.62
64516	Pacific Gas & Electric	Utilities	\$12.73
64517	SAWWA	Dues & Subscriptions	\$100.00
64518	Sophos Solutions	Contract Services-Other	\$3,360.00
64519	SureWest Directories	Telephone-Local/Long Distance	\$49.00
64520	A. Teichert & Son, Inc.	Road Base	\$929.91
64521	TriFresh Technologies, Inc.	Wells Maintenance	\$1,179.20
64522	Villara Corporation	Equipment Rental-Office	\$7,732.00
64523	Voyager Fleet Systems Inc	Gas & Oil	\$2,091.10
64524	Alexander's Contract Services	Contract Services-Meter Read	\$2,637.58
64525	Lannie/Mary Wood Trust	Customer Refund	\$199.63
64526	Linda Elkins	Customer Refund	\$75.00
64527	Richard E Hodgson	Customer Refund	\$1,553.19
64528	Francis J/Virginia Franzago	Customer Refund	\$902.73

64529	Charles D & Wilma R Miller Trust	Customer Refund	\$133.50
64530	Cynthia Stewart	Customer Refund	\$39.49
64531	Robert R/Shirley D Rodgers	Customer Refund	\$120.67
64532	Jose R/Mary E Chavez	Customer Refund	\$106.03
64533	Bobby R/Tami Murphy	Customer Refund	\$159.02
64534	VLK Investment Inc	Customer Refund	\$111.63
64535	John Lara	Customer Refund	\$201.84
64536	Marjorie A Herzberger	Customer Refund	\$80.52
64537	Bryan P Church	Customer Refund	\$244.91
64538	VLK Investments	Customer Refund	\$172.07
64539	ABA DABA Rentals & Sales	Supplies-Field	\$232.22
64540	Alexander's Contract Services	Contract Services-Meter Read	\$4,095.95
64541	Bart/Riebes Auto Parts	Repair-Trucks	\$6.78
64542	Betty Becker	Toilet Rebate Program	\$150.00
64543	Bell Sod & Hydroseed	Material	\$1,263.41
64544	BSK Associates	Water Analysis	\$24.00
64545	California Surveying & Drafting Supply	Small Tools	\$5.00
64546	CSDA	Dues & Subscriptions	\$6,892.00
64547	Dawson Oil Company	Gas & Oil	\$962.68
64548	Express Office Products Inc	Office Expense	\$134.09
64549	Government Finance Officers Association	Dues & Subscriptions	\$135.00
64550	Ferguson Enterprises Inc #1423	Material	\$899.72
64551	Infinisource	Contract Services-Other	\$280.00
64552	Integrity Administrators Inc	Health Insurance	\$291.12
64553	J4 Systems	Contract Services-Other	\$850.00
64554	Kiwanis of Citrus Heights	Continued Education	\$162.00
64555	San Gabriel Temp Staffing LLC dba LaborMax	Contract Services-Temporary Labor	\$874.54
64556	Liebert Cassidy Whitmore	Legal & Audit	\$5,338.99
64557	Pace Supply Corp	Material	\$1,109.29
64558	Regional Government Services	Contract Services-Other	\$2,973.80
64559	River City Staffing Group	Contract Services-Conservation	\$1,152.00
64560	Void	Void	\$0.00
64561	A. Teichert & Son, Inc.	Road Base	\$917.60
64562	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$6,211.16
64563	Verizon Wireless	Telephone-Wireless	\$1,217.65
64564	Zane Dezin	Contract Services-Conservation	\$640.04
64565	Regional Water Authority	Dues & Subscriptions	\$490.00
Total			\$1,339,285.44

ACH	OCT 2017 FD	Bank Fee	\$119.98
ACH	Invoice Cloud November 2017	Bank Fee	\$4,503.85
ACH	WHA November 2017	Health Insurance	\$13,351.97
ACH	NOV 2017 GASB 68	PERS	\$30,046.58
ACH	OCT 2017 PH	Ban Fee	\$117.98
ACH	OCT 2017 WB	Ban Fee	\$87.98
ACH	OCTOBER 2017	Bank Fee	\$1,296.14
ACH	OCTOBER 2017 IC	Bank Fee	\$3,547.10
ACH	OCTOBER 2017 SERVICE FEE	Contract Services-Other	\$377.90
ACH	PERS 11/16/17 PAYDAY	PERS	\$16,391.43
ACH	PERS 11/2/17 PAYDAY	PERS	\$16,203.00
ACH	PERS 11/30/17 PAYDAY	PERS	\$16,391.43
ACH	VALIC 11/16/17 PAYDAY	Deferred Compensation	\$3,042.50
ACH	VALIC 11/2/17 PAYDAY	Deferred Compensation	\$3,342.50
ACH	VALIC 11/30/17 PDAY	Deferred Compensation	\$3,042.50
ACH	VOYA 11/16/17 PDAY	Deferred Compensation	\$25.00
ACH	VOYA 11/2/17 PDAY	Deferred Compensation	\$25.00
ACH	HARLAND CLARKE	Bank Fee	\$90.85
ACH	CHASE	Bank Fee	\$2,081.70
ACH	VOYA 11/30/17	Deferred Compensation	\$25.00
ACH	VANCO OCT 2017	Contract Services-Other	\$30.14
Total			\$114,140.53
Grand Total			\$1,453,425.97
December Checks Approved at December Board Meeting			
64566	CirclePoint	Contract Services-Conservation	\$30,723.31
64567	Cogsdale	Contract Services-Other	\$54,244.51
64568	Luhdorff & Scalmanini	Contract Services-Wells	\$14,089.45
64569	SMUD	Utilities	\$9,044.75
64570	US Bank I.M.P.A.C. Government Services	See Agenda Item CC-9	\$8,681.59
64571	PNP Construction	Contract Services-Engineering	\$366,679.00
64617	ABC Liovin Drilling	Contract Services-Wells	\$100,850.00
			\$584,312.61

Employee Recognitions— Eighteen employees received recognition for attendance during October 2017, and eighteen were recognized for outstanding customer service and quality of work during the month of November 2017. Directors were provided with a list of the employees and items for which each received recognition.

The Long Range Board Agenda was provided showing Directors upcoming items for future scheduled Board Meetings.

Engineering Department Report

The Engineering and Capital Projects Department staff presented a report on the following activities during the month of November 2017.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
PROJECT 2030 Water Main Replacement Project	Engineering	EM/PM	On-going	Yes, 10/18/17 (Award of Contract)	Yes	2017-2018 Masterplan for replacement of mains installed in 1960-1985.	Scheduling project kick-off meeting. Customer Advisory Committee anticipated appointment date in January 2018.
CAPITAL IMPROVEMENT PROJECT Corporation Yard Safety Improvements Project	Engineering	EM/PM/SCI	On-going	TBD	Yes	2017 design and construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, and Safety and Efficiency Upgrades.	Board approved contract on 07/24/17. Notice to Proceed started 08/10/17. 65% Complete.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	EM/PM	On-going	TBD	Yes	2017-18 Masterplan for office space requirements through 2040.	Project is currently on hold due to other priorities. Current plan is to start work again in first half of

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
							2018.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	EM/AE	On-going	Yes, 12/20/17 (Award of Contract)	Yes	2017 design and construction. Potholing complete.	Bids received 11/21/17. Award of Contract anticipated at the 12/20/17 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains	Engineering	AE/PM	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	75% plans with comments sent to Engineer on 12/06/17.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	AE/PM	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Potholing anticipated in December 2017/ January 2018.
CAPITAL IMPROVEMENT PROJECT Pleasant View Drive 8" Water Main	Engineering	AE/GISS	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/30/17. Obtaining existing utility information.
CAPITAL IMPROVEMENT PROJECT Michigan Drive 8" & 6" Water Mains	Engineering	AE/GISS	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/03/17. Engineer preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT Mesa Verde	Engineering	PM/AE	On-going	Yes, TBD	Yes	Operations staff water main installation.	Project complete. Perform project close

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
High School 12-inch T-Main							out.
PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums	Engineering	SCI	On-going	Yes, TBD	No	95% Complete.	Valve boxes installed and paving completed 12/04/17. Final walk thru on 12/07/17.
PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd	Engineering	SCI	On-going	Yes, TBD	No	Private development .	Punchlist sent to Contractor on 12/04/17. Easements pending.
PRIVATE DEVELOPMENT Louis-Orlando Bus Transfer Point - Louis Ln at Orlando Ave	Engineering	SCI	On-going	Yes, TBD	No	City of Roseville Bus Transfer Station.	Project complete. Perform project close out.
PRIVATE DEVELOPMENT Meier Estates - North Sims Way 7 Lot Subdivision	Engineering	EM/SCI	On-going	Yes, TBD	No	7 Lot Subdivision by developer.	Project complete. Perform project close out.
PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln	Engineering	EM/SCI	On-going	Yes, TBD	No	Medical Office Building by developer.	On-site water mains installed. Demolition of existing water facilities pending. Pressure testing and disinfection

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
							pending.
PRIVATE DEVELOPMENT 3 Lot Residential Subdivision - 5648-5696 San Juan Ave	Engineering	EM/AE	On-going	No	No	3 Lot Subdivision.	No update.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Drive	Engineering	EM/AE	On-going	Yes, TBD	No	200-300 unit development by Watt Communities.	Project under Environmental Review.
PRIVATE DEVELOPMENT Mariposa Creek Subdivision - Antelope Road	Engineering	EM/AE	On-going	No	No	15 lot subdivision located on Antelope Road.	Received 100% plans on 12/04/17 for District signature pending payment.
PRIVATE DEVELOPMENT Citrus Place Subdivision	Engineering	EM/AE	On-going	No	No	7 lot subdivision located near Wachtel Way & Talbot Way	09/13/17 - Sent Will Serve letter. Responded to engineer's questions on 11/02/17.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	EM/AE	On-going	No	No	Parcel being split into 3 for 3 home subdivision .	Reviewed plans and provided comments 09/28/17.
PRIVATE DEVELOPMENT 8027 Holly Dr - Parcel Split 1 - 3	Engineering	EM/AE	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Tentative Parcel Map received 08/21/17. Will Serve

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
							letter sent 08/29/17.
PRIVATE DEVELOPMENT Sunrise Blvd_5437-5439 - Sunrise Village Retail Center - parcel split	Engineering	EM/AE	On-going	TBD	No	Parcel being split into 3 for individual sales that previously occurred	Sent comments to City 09/13/17.
PRIVATE DEVELOPMENT 7601 Sunrise Blvd The Human Bean	Engineering	EM/AE	On-going	No	No	Commercial Development	Received 100% plans on 12/04/17 for District signature.
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	EM/AE	On-going	No	No	Commercial Development	Sent plans to engineer with District comments on 10/11/17.
PRIVATE DEVELOPMENT 7766 Auburn Blvd Quick Slice	Engineering	EM/AE	On-going	No	No	Commercial Development	Sent comments to City on 11/27/17.
CITY OF CITRUS HEIGHTS PROJECT City Drainage Project	Engineering	EM/AE	On-going	Yes, TBD	Yes	Highland Ave, Wonder St, Dana Butte Way, and Sunhill Dr Storm Drain Project.	Anticipate bid and start of construction in Spring 2018. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report
CITY OF CITRUS HEIGHTS PROJECT Sunrise Blvd Complete Streets Phase 2A (C16-142)	Engineering	EM/AE	On-going	Yes, TBD	Yes	Frontage Improvements along West Side of Sunrise from Sayonara to north and Storm Drain Improvements	Anticipate bid and start of construction in Spring 2018. Coordinating utility conflicts.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	EM/AE	On-going	Yes, TBD	Yes	Frontage Improvements along West side of Mariposa Ave from Northridge to Eastgate	Received signed Utility Agreement. Anticipate bid and start of construction in Spring 2018.
CITY OF ROSEVILLE PROJECT Fair Way Intertie (C15-101)	Engineering	EM/SCI/OM	2017	Yes, 11/2016	Yes	Intertie with City of Roseville on Fair Way.	City of Roseville completed Intertie. Perform project close-out.
CALIFORNIA DEPT OF TRANSPORTATION Weigh Station at I-80 & Antelope	Engineering	EM/AE	On-going	No	No	Weigh Station and Off-ramp Improvements	Sent water facility maps and as-builts to engineer on 11/20/17.
Annexations	Engineering	EM/PM/AE	2018	Yes, TBD	Yes	Strategic Planning Item	New item
Easements	Engineering	EM/PM/AE	2018	Yes, TBD	Yes	Strategic Planning Item	New item

Operations Manager Gordon reported as follows:

A total of 164 work orders were performed during the month of October by field operations crews, administration field crews and contractors. The results of recent bacteriological testing, a total of 72 samples, have met all California Department of Drinking Water (DDW) requirements.

2017 Water Supply – Purchased and Produced

The District's total water use during the month of November 2017 (631.55 acre-feet) was 31 percent below that of November 2013 (911.55 acre-feet).

Surface Water Supply Reliability

As of December 1, 2017, storage in Folsom Lake (Lake) was at 614,816 acre-feet, 63 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 62,081 acre-feet in the past month.

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, Mitchell Farms, Skycrest, and Sylvan, are operational and used on a rotational or as-needed basis.

Water Efficiency Program Update

Water Efficiency Supervisor Meurer provided the Water Efficiency program updates below.

ACTIVITIES AND PROGRESS REPORT

Water Efficiency Program activities during the month of November 2017 include:

- 5 ultra-low-flush toilet (ULFT) rebates were processed for the month of November. A total of 150 ULFT rebates have been processed for a total of \$11,250.00 year to date.
- For the month of November, 1 High Efficiency Clothes Washer (HECW) rebate was processed for District customers. Year-to-date, 19 HECW rebates were processed by the Sacramento Municipal Utility District (SMUD).
- 21 water waste calls were received during the month of November. No reports of water waste were received through CHWD's Drought Resources web page. An additional 6 service requests were generated by staff. A total of 21 contacts were completed based on these reports.
- Safety Officer Kelly Drake and Operations Technician John Spinella trained and certified 23 District employees on the safe operation of the District's forklift.
- On November 1, the SWRCB released draft regulations that propose to permanently prohibit certain "wasteful and unreasonable water use practices." The proposed prohibitions are the result of direction given to the SWRCB in Executive Order B-37-16.

The SWRCB held a public workshop regarding the draft regulations on 11/21/17. Discussion items included such things as water run-off, the use of an automatic hose shut-off nozzle, prohibitions to irrigating during and within 48 hours after rainfall, and prohibition to irrigating turf on public street medians. Written comments regarding the draft regulation must be submitted by 12/26/17. SWRCB staff has indicated that it is their goal to have the final regulation adopted by February 2018.

- Staff began a telephone outreach campaign intended to promote the District’s free landscape irrigation review program. WaterWise Consulting began working with staff to contact many of CHWD’s high water use customers. The calls are currently reaching out to CHWD’s single-family customers. Multi-family, commercial and institutional customers will be included in the outreach campaign.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2016	R-GPCD 2017	% CHANGE
January	80	75	-06%
February	77	72	-06%
March	77	80	04%
April	107	87	-19%
May	155	166	07%
June	213	213	0%
July	237	241	02%
August	242	229	-05%
September	189	217	15%
October	123	170	38%
November	85	95	12%
December	76		

Below is a recap of the region’s overall water saving in October 2017 as compared to 2013.

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Oct. 2017 Reduction	January - Oct. 2017 Reduction
City of Sacramento	15.9%	22.6%
Fair Oaks Water District	13.1%	20.4%
Citrus Heights Water District	13.0%	21.5%
Orange Vale Water Company	12.9%	24.3%
Del Paso Manor Water District	12.5%	20.0%
California American Water	12.0%	24.0%
Carmichael Water District	11.9%	19.5%
Golden State Water Company	11.8%	19.2%

Rio Linda/Elverta CWD	11.7%	19.0%
San Juan Water District	11.6%	22.9%
City of West Sacramento	10.6%	20.9%
City of Davis	10.1%	19.9%
City of Roseville	9.6%	16.4%
El Dorado Irrigation District	8.4%	17.2%
Sacramento County Water Agency	8.4%	14.3%
Rancho Murieta CSD	8.0%	15.6%
Sacramento Suburban WD	6.6%	18.5%
City of Yuba City	6.1%	17.6%
Elk Grove Water District	5.1%	19.0%
City of Woodland	4.9%	24.4%
City of Lincoln	3.9%	14.1%
City of Folsom	0.7%	8.1%
Placer County Water Agency	-8.1%	10.1%
Average	8.7%	18.7%
Minimum	-8.1%	8.1%
Maximum	15.9%	24.4%

ACTION: Director Dains moved and Director Riehle seconded a motion to accept the Consent Calendar.

The motion carried 3-0 with all Directors voting yes.

PRESENTATIONS:

Sites Reservoir Tour

Operations Manager Gordon gave a PowerPoint presentation on a tour of the proposed Sites Reservoir location given by State Senator Jim Nielsen on November 17, 2017. The Sites Reservoir project would provide 1.8 million acre feet of off-stream water storage for environmental purposes. The water could be used to maintain temperature and salinity levels in the Delta. The water would also be available for urban and agricultural purposes as a secondary use. The project is expected to help take pressure off of Folsom Lake if completed. A joint powers authority was formed with the intention of seeing the project through to completion.

Director Dains asked if the Regional Water Authority (RWA) has the authority to purchase water rights to purchase water. Operations Manager Gordon stated that there will be approximately 400,000 gallons of water available for use if and when complete. General Manager Straus stated that the staff on hand from State Senator Nielsen had informed the General Manager that they would be able to take local elected officials on a tour of the locales if interest arose.

BUSINESS:

Selection of President and Vice President

Management Services Supervisor Castruita requested the Board consider selection of President and Vice President of the Board of Directors. Pursuant to District Board of Directors 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.

ACTION: Director Dains motioned and Director Sheehan seconded a motion to appoint Director Riehle as President. In a separate action Director Dains moved and Director Riehle seconded a motion to appoint Director Sheehan as the Vice President.

The motions carried 3-0 with all Directors voting yes.

APPOINT 2017-2018 REPRESENTATIVES AND ALTERNATES

Management Services Supervisor/Chief Board Clerk Castruita requested the Board consider appointment of 2017-2018 Representatives and Alternates. Pursuant to District Board of Directors and Officers Policy No. 2300 the Board of Directors shall appoint its Members or Officers to serve as District representatives to various organizations as follows:

Current 2017 Appointments

	<u>Representative</u>	<u>Alternate Rep.</u>
Association of California Water Agencies Joint Powers Insurance Authority	Allen B. Dains	Raymond A. Riehle
Association of California Water Agencies Joint Powers Insurance Authority Health Benefits Authority	Vacant	Hilary M. Straus
Association of California Water Agencies Region 4	Hilary M. Straus	Allen B. Dains
Citrus Heights Regional Chamber of Commerce Government Issues Committee	David Gordon	Susan Sohal
Regional Water Authority	Director Staff	Allen B. Dains Hilary M. Straus
		Raymond A. Riehle David Gordon

Sacramento Groundwater Authority* Caryl F. Sheehan Allen B. Dains
*Changes must be confirmed by City of Citrus Heights

Sacramento Water Forum David Gordon Susan Sohal

It was noted that these appointments by the Board of Directors are independent of appointments to ACWA Committees and the Sacramento Local Agency Formation Commission.

Policy No. 2300 directs the Board of Directors to annually appoint representatives to the Association of California Water Agencies Joint Powers Insurance Authority Health Benefits Authority (ACWA/JPIA HBA). On April 10, 2012, the Board of Directors adopted resolution 06-2012, formally withdrawing from the ACWA/JPIA HBA, which later disbanded on July 1, 2012. As such, staff recommends amending Policy No. 2300 to remove the requirement to appoint a representative to the organization.

ACTION: Director Dains moved and Director Sheehan seconded a motion to:

- 1. The Board made the following appointments:

	<u>Representative</u>	<u>Alternate Rep.</u>
Association of California Water Agencies Joint Powers Insurance Authority	Allen B. Dains	Raymond A. Riehle
Association of California Water Agencies Joint Powers Insurance Authority Health Benefits Authority	Vacant	Hilary M. Straus
Association of California Water Agencies Region 4	Hilary M. Straus	Allen B. Dains
Citrus Heights Regional Chamber of Commerce Government Issues Committee	David Gordon	Rex Meurer
Regional Water Authority	Director Staff	Allen B. Dains Raymond A. Riehle David Gordon Hilary M. Straus
Sacramento Groundwater Authority* *Changes must be confirmed by City of Citrus Heights	Caryl F. Sheehan	Allen B. Dains

Sacramento Water Forum

David Gordon

Rex Meurer

2. Amend District Policy No. 2300 to remove the requirement to appoint a representative to the organization.

The motion carried 3-0 with all Directors voting yes.

APPOINT DISTRICT OFFICERS

Management Services Supervisor/Chief Board Clerk Castruita requested the Board consider approval of a Probationary Period Policy. Pursuant to District Board of Directors and Officers Policy No. 2200 the Board of Directors shall appoint or reconfirm appointments of District Officers each December or as otherwise necessary. The appointments in 2017 are as follows:

<u>Current Appointments</u>	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Sohal	Alberto Preciado
Secretary	Hilary M. Straus	Vacant

The following changes were recommended to fill current vacancies:

<u>Proposed Appointments</u>	<u>Officer</u>	<u>Deputy Officer</u>
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Sohal	Alberto Preciado
Secretary	Hilary M. Straus	Christopher Castruita

A copy of District Board of Directors and Officers Policy No. 2210, Post Offer of Appointment Background Investigation, was provided as part of the agenda packet. This policy requires a background investigation prior to initial appointment as a District Officer. The requirement may be waived provided that a background investigation was undertaken by CHWD within the prior 12 months. Recently hired Management Services Supervisor Chris Castruita explained that he had received a background check prior to his hire date in June, 2017; therefore staff recommended waiving the investigation so as to save the additional expenses needed for this service.

ACTION: Director Dains moved and Director Sheehan seconded a motion to:

1. The Board made the following appointments:

<u>Proposed Appointments</u>	<u>Officer</u>	<u>Deputy Officer</u>
------------------------------	----------------	-----------------------

Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Sohal	Alberto Preciado
Secretary	Hilary M. Straus	Christopher Castruita

The motion carried 3-0 with all Directors voting yes.

POLICY UPDATE – APPROVAL OF PROBATIONARY PERIOD POLICY

Management Services Supervisor/Chief Board Clerk Castruita requested the Board consider approval of a Probationary Period Policy. Prior to May 2016, the Citrus Heights Water District (CHWD) maintained a policy of requiring all newly appointed employees to observe a probationary period wherein both the new employee and the District would evaluate employment suitability and determine whether the employment relationship should continue. Such a policy is common practice for California public agencies given that the state labor code places a significant burden of proof upon public employers that wish to terminate employment with an employee.

In May 2016, the Board of Directors updated Policy 4001, replacing the one-year probationary Memorandum of Understanding with employment agreement templates for “at will” employees (e.g. middle managers and Department Heads). With this policy update, inadvertently the one-year probationary period applicable to non-management employees was removed.

With the anticipation of new hires to CHWD over the course of the next year, staff worked with the General Counsel’s Office to draft a policy that would reinstate a probationary period for all newly appointed employees who are not subject to employment agreements per Policy 4001. The Proposed Policy 4015, which accompanied the staff report to this agenda item, would set a minimum probationary period of twelve months for new employees, and six months for current employees who receive a promotional or lateral appointment. During that period, employment would be on an “at-will” basis, meaning the employee could be discharged without cause. The proposed policy would take effect upon adoption for all newly hired employees, and will not be applied to employees hired prior to the adoption of the policy.

ACTION: Director Dains moved and Director Sheehan seconded a motion to adopt Policy 4015 – Probationary Period.

The motion carried 3-0 with all Directors voting yes.

CONSULTANTS’ AND LEGAL COUNSEL’S REPORTS:

None.

DIRECTOR'S AND REPRESENTATIVES REPORTS:

Regional Water Authority (Dains)

Director Dains reported that the Regional Water Authority is getting ready to appoint elected officials and staff to their Executive Committee at their January 11, 2018 meeting.

Sacramento Groundwater Authority (Sheehan)

Vice President Sheehan reported that the Sacramento Groundwater Authority (SGA) is preparing a comment letter to the State Water Resources Control Board (SWRCB) on the implementation of the State Groundwater Management Act. The SGA letter will recommend that the Best Management Practices being developed by the SWRCB be used as suggestions rather than directions in order to provide greater flexibility to jurisdictions in order to account for regional variations and facts on the ground.

San Juan Water District (All)

No report.

Association of California Water Agencies (ACWA) (Dains)

No report.

ACWA Joint Powers Insurance Authority (JPIA) (Dains/Castruita)

Management Services Supervisor Castruita stated that he will be issuing the Directors access to the AB 1234 Ethics training and the AB 1825 Harassment Prevention training provided by ACWA JPIA. Director Dains inquired as to whether the Customer Advisory Committee (CAC) members would also be required to obtain training and/or be responsible for filing state Fair Political Practices Commission paperwork. Management Services Supervisor Castruita will confirm these details with the General Counsel's office in advance of the appointment of the CAC.

City of Citrus Heights (Pieri)

General Manager Straus reported that staff will reach out to City staff to discuss potential revisions to the City's pavement restoration standards.

Chamber of Commerce Government Issues Committee (Gordon/Meurer)

General Manager Straus stated that the Chamber of Commerce will be honoring the District with a community award at their annual Installation Dinner and Community Awards Banquet on Friday, January 19, 2018. Management Services Supervisor Castruita will send out information and collect RSVP's for Directors and executive staff members.

RWA Lobbying Program Update (Gordon/Meurer)

Director Dains asked if there was any updates on potential state legislation to establish a water tax to supplement the water facilities of low-income communities. Operations Manager Gordon stated that there was much discussion on the matter at the recent ACWA conference about potential funding mechanisms that would not put District customers in competition with

low-income communities for District funds.

Other Reports

Management Services Supervisor Castruita circulated the proposed schedule for the monthly meeting of the Board of Directors. He noted that the November meeting will be rescheduled to the second Wednesday of the month, given that the third Wednesday of the month is the day before Thanksgiving Day, which could lead to a lack of quorum at the meeting.

General Manager Straus noted that staff intends to hold a Board candidates orientation in September/October 2018 for all candidates file papers to compete in the November election. More information will be forthcoming as the program is developed.

MANAGEMENT SERVICES REPORT:

Corporation Yard Safety Improvements Update

Engineering Manager/District Engineer Pieri provided an update on the status of the Corporation Yard Safety Improvements Construction Project currently under construction by PnP Construction, Inc. Construction support throughout the project is being provided by CHWD's construction manager, Domenichelli and Associates. Engineering Manager/District Engineer Pieri presented a PowerPoint presentation for the Board to examine the progress of the project.

Verti-crete sound wall color examples from Skycrest and Bonita were reviewed by the Board. Engineering Manager/District Engineer Pieri reminded the Board that they had previously reached consensus on the color scheme similar to the Bonita well site.

Meter Replacement Study Update

General Manager Straus and Water Efficiency Supervisor Muerer provided an update on the development of the Meter Replacement Program Request for Proposals (RFP). Staff provided the Board with an update on CHWD's progress in working with several surrounding water districts to develop a multi-agency Water Meter Replacement and Operations program.

Water Efficiency Supervisor Meurer informed the Board that Amy Talbot from Regional Water Authority has begun attending the Meter Replacement Study meeting. General Manager Straus met with incoming Sacramento Suburban Water District General Manager Dan York on November 19, 2018 and San Juan Water District General Manager Paul Heliker on November 20, 2018 to discuss aspects of the multi-agency partnership for the Meter Replacement Study. All agency partners completed their respective action items for the draft Request for Proposals (RFP) prior to the due date of December 7, 2018. These items will be incorporated into the RFP by General Manager Straus and Water Efficiency Supervisor Meurer in advance of the next meeting on January 4, 2018.

Director Riehle asked if Fair Oaks Water District has expressed interest in participating in the process. General Manager Straus stated that District staff has reached out to Fair Oaks Water District staff, and

will reach out again with updates on RWA's participation in process.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

Dates and locations of upcoming Regular Meetings of the Board of Directors were noted for the calendar.

ADJOURNMENT:

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

APPROVED:

CHRISTOPHER CASTRUITA
Deputy Secretary
Citrus Heights Water District

RAYMOND A. RIEHLE, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT
BOARD OF DIRECTORS REGULAR MEETING MINUTES
January 17, 2018

The Regular Meeting of the Board of Directors was called to order at 6:32 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President
Caryl F. Sheehan, Vice President
Allen B. Dains, Director

Absent:

None.

Staff: Hilary Straus, General Manager
Josh Nelson, Assistant General Counsel
Susan Sohal, Administrative Services Manager
Chris Castruita, Management Services Supervisor/Chief Board Clerk
David Gordon, Operations Manager
Missy Pieri, Engineering Manager/District Engineer
Rex Meurer, Water Efficiency Supervisor
Brian Hensley, Water Resources Manager
Kelly Drake, Senior Water Efficiency Specialist

VISITORS:

Julie Beyers
James Monteton
Aimee Pfaff

PLEDGE OF ALLEGIANCE:

Board President Raymond Riehle led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

CONSENT CALENDAR:

President Riehle asked for consideration and/or approval of the Consent Calendar consisting of the following action or information items:

Minutes of the Special Meeting – December 20, 2017.
Minutes of the Regular Meeting – December 20, 2017.
Revenue Analysis Report for December 2017.
Assessor/Collector's Roll Adjustment for December 2017.
Treasurer's Report for December 2017.
Treasurer's Report of Fund Balances for December 2017.
Operations Budget Analysis for December 2017.
Capital Projects Summary December 2017.
Warrants for December 2017.

CAL–Card Distributions for December 2017.
Summary of 2017 Employees, Officers and Directors Training Courses, Seminars and Conference.

Employee Recognitions.

Long Range Board Agenda (I)

Board Agenda Items Planned for Upcoming Meetings.

Engineering and Capital Projects Departmental Report (I)

Significant assignments and activities for the Engineering and Capital Projects Department is summarized.

Operations Departmental Report (I)

Monthly report on construction and maintenance activities.

2017 Water Supply – Purchased and Produced (I)

Report on annual water supply including comparison with prior years.

Water Supply Reliability (I)

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

DECEMBER 2017 WARRANTS			
<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64566	CirclePoint	Contract Services- Conservation	\$30,723.31
64567	Cogsdale	Contract Services- Other	\$54,244.51
64568	Luhdorff & Scalmanini	Contract Services- Wells	\$14,089.45
64569	SMUD	Utilities	\$9,044.75
64570	US Bank I.M.P.A.C. Government Services	See December Agenda Item CC-9	\$8,681.59
64571	PNP Construction, Inc	Contract Services- Engineering	\$366,679.00
64572	Susan Smith	Customer Refund	\$77.87
64573	Kay Falkenhagen	Customer Refund	\$66.54
64574	Patricia A Magers	Customer Refund	\$90.61
64575	Carol R Clark	Customer Refund	\$180.30
64576	Danny L/Amber D Steeves	Customer Refund	\$38.39
64577	Ronald/Teresa Hofhenke	Customer Refund	\$179.74
64578	Michael R Maslanik	Customer Refund	\$99.59
64579	Jackie M Mills	Customer Refund	\$19.78
64580	Nancy J Wright Trust	Customer Refund	\$225.57
64581	Brandon Gerringner	Customer Refund	\$18.11
64582	Andrew L/Yvonne R Robertson	Customer Refund	\$8.75
64583	Matthew/Laura Venable	Customer Refund	\$115.47
64584	8317 Keyesport Way, LLC	Customer Refund	\$200.00
64585	Cap City Properties LLC	Customer Refund	\$30.04
64586	Zorro Holdings LP	Customer Refund	\$39.77
64587	Pinpoint LLC in care of Ovidiu Tira	Customer Refund	\$62.38
64588	Bonus Big Real Estate Inc.	Customer Refund	\$76.76
64589	A&A Stepping Stone Manufacturing	Supplies-Field	\$116.37
64590	AFLAC	Employee Paid Insurance	\$238.56

DECEMBER 2017 WARRANTS			
CHECK	PAYEE	DESCRIPTION	AMOUNT
64591	Bart/Riebes Auto Parts	Repair-Trucks	\$350.34
64592	Betty Ann Bertoglio	Contract Services-Miscellaneous	\$3,000.00
64593	Paul Buszinski	Toilet Rebate Program	\$75.00
64594	Cybox	Equipment Rental-Office	\$149.21
64595	Domenichelli and Associates, Inc	Contract Services- Engineering	\$7,357.00
64596	Robert Dullanty	Toilet Rebate Program	\$75.00
64597	Teri L. Forester	Toilet Rebate Program	\$150.00
64598	Gaynor Telesystems Incorporated	Contract Services- Other	\$50.00
64599	J4 Systems	Contract Services- Other	\$1,752.50
64600	Kaiser Foundation Health Plan, Inc	Health Insurance	\$22,856.43
64601	Kiwanis of Citrus Heights	Continued Education	\$69.00
64602	Labor Max	Contract Services-Temporary Labor	\$930.56
64603	Luke Mattison	Toilet Rebate Program	\$75.00
64604	Moonlight BPO	Contract Services-Bill Print	\$3,002.67
64605	One Stop Truck Shop	Repair-Trucks	\$203.47
64606	Missy Pieri	Continued Education	\$161.62
64607	Republic Services #922	Utilities	\$209.15
64608	River City Staffing Group	Contract Services- Conservation	\$864.00
64609	Les Schwab Tires	Repair-Trucks	\$647.36
64610	Susan Sohal	Continued Education	\$26.48
64611	Sonitrol	Equipment Rental-Office	\$168.56
64612	SureWest Directories	Telephone-Local / Long Distance	\$49.00
64613	State Water Resources Control Board	Dues & Subscriptions	\$50.00
64614	Titan Workforce LLC	Contract Services-Temporary Labor	\$3,150.00
64615	vCloud Tech Inc	Maintenance Agreement-Software	\$937.48
64616	Warren Consulting Engineers Inc	Contract Services- Engineering	\$2,500.00
64617	ABC Liovin Drilling, Inc	Contract Services- Engineering	\$100,850.00
64618	Susan D Broderick	Customer Refund	\$60.59
64619	Madonich Family Trust	Customer Refund	\$220.91
64620	David L/Kristen L Fenocchio	Customer Refund	\$22.67
64621	Evan M/Maria Franciliso	Customer Refund	\$26.45
64622	Cindy R Innocent	Customer Refund	\$62.01
64623	Vicki J Wasielewski	Customer Refund	\$34.77
64624	S & S Property Management	Customer Refund	\$12.39
64625	Michelle J Worley	Customer Refund	\$18.92
64626	Charlie H/Karen A Johnson	Customer Refund	\$24.41
64627	Guidicessi Living 2006 Trust	Customer Refund	\$73.58
64628	Brenda L Linville	Customer Refund	\$200.48
64629	Adam J/Jennifer M Roth	Customer Refund	\$19.79
64630	Bryan J Csik	Customer Refund	\$100.38

DECEMBER 2017 WARRANTS			
CHECK	PAYEE	DESCRIPTION	AMOUNT
64631	Garrett Jones	Customer Refund	\$197.49
64632	Wendy J Ciappa	Customer Refund	\$21.94
64633	Select Portfolio Servicing, Inc.	Customer Refund	\$268.36
64634	ABA DABA Rentals & Sales	Supplies-Field	\$31.53
64635	Afman Supply	Small Tools	\$298.94
64636	Airgas USA, LLC	Supplies-Field	\$82.71
64637	AnswerNet	Telephone-Answering Service	\$282.35
64638	AREA Restroom Solutions	Equip Rental-Field	\$118.76
64639	Batteries Plus	Small Tools	\$23.17
64640	Best Best & Krieger	Legal & Audit	\$7,765.79
64641	California Landscape Associates Inc	Janitorial	\$200.00
64642	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving/Concrete	\$1,401.20
64643	Consolidated	Telephone-Local / Long Distance	\$1,728.20
64644	Robin Cope	Health Insurance	\$412.00
64645	Corelogic Information Solutions Inc	Dues & Subscriptions	\$188.33
64646	Express Office Products Inc	Office Expense	\$84.28
64647	Grainger	Small Tools	\$106.68
64648	Holt of California	Repair-Equipment/Hardware	\$667.15
64649	JP Petroleum Service	Equip Rental-Field	\$156.75
64650	KBA DOCUSYS	Equipment Rental-Office	\$20.06
64651	KBA Docusys Inc	Equipment Rental-Office	\$342.63
64652	Kei Window Cleaning #12	Janitorial	\$94.00
64653	Moonlight BPO	Contract Services-Bill Print	\$5,236.24
64654	Pace Supply Corp	Material	\$357.94
64655	Protection One Alarm Monitoring	Equipment Rental-Office	\$140.00
64656	Red Wing Shoe Store	Small Tools	\$1,745.95
64657	RW Trucking	Contract Services-Miscellaneous	\$2,651.25
64658	Smoke Busters	Repair-Trucks	\$240.00
64659	Michael/Brenda Matsuhara	Customer Refund	\$72.85
64660	Dorothy M Meyers Trust	Customer Refund	\$433.29
64661	GM Construction & Developers	Customer Refund	\$1,465.07
64662	Jill Collet	Customer Refund	\$6.49
64663	Christopher Lowe	Customer Refund	\$172.01
64664	Alex Trujillo	Customer Refund	\$225.00
64665	Igor A Oneil	Customer Refund	\$536.15
64666	Airgas USA, LLC	Supplies-Field	\$116.60
64667	Alexander's Contract Services	Contract Services-Meter Reading	\$1,771.63
64668	Avalon Custodial Care	Janitorial	\$695.00
64669	Axcient Holdings LLC	Maintenance Agreement-Software	\$444.30
64670	Void	Void	\$0.00
64671	BSK Associates	Water Analysis	\$1,956.00

DECEMBER 2017 WARRANTS			
CHECK	PAYEE	DESCRIPTION	AMOUNT
64672	C & D Power	Repair-Equipment/Hardware	\$2,119.00
64673	Corix Water Products, Inc	Material	\$258.60
64674	Sacramento County Utilities	Utilities	\$186.75
64675	Dawson Oil Company	Gas & Oil	\$1,103.56
64676	Del Grande Dealer Group	Customer Refund	\$231.31
64677	Manuel Duena	Toilet Rebate Program	\$150.00
64678	Future Ford	Repair-Trucks	\$14.74
64679	Void	Void	\$0.00
64680	Integrity Administrators Inc	Health Insurance	\$5,000.00
64681	Void	Void	\$0.00
64682	Void	Void	\$0.00
64683	Liebert Cassidy Whitmore	Legal & Audit	\$5,589.13
64684	Luhdorff & Scalmanini	Contract Services- Wells	\$1,710.60
64685	OCT Academy	Continued Education	\$195.00
64686	Pacific Gas & Electric	Utilities	\$58.20
64687	Regional Government Services	Contract Services- Other	\$3,416.50
64688	River City Staffing Group	Contract Services- Conservation	\$1,152.00
64689	Regional Water Authority	Dues & Subscriptions	\$70.00
64690	Les Schwab Tires	Repair-Trucks	\$534.85
64691	Void	Void	\$0.00
64692	SWRCB	Dues & Subscriptions	\$2,062.00
64693	Void	Void	\$0.00
64694	Void	Void	\$0.00
64695	Voyager Fleet Systems Inc	Gas & Oil	\$1,703.15
64696	Zee Medical Company	Supplies-Field	\$161.26
64697	Lewis Schillianskey	Toilet Rebate Program	\$75.00
64698	Brick Mesman	Telephone-Local / Long Distance	\$150.00
64699	OCT Academy	Continued Education	\$195.00
64700	Rosalie A Ramey	Toilet Rebate Program	\$75.00
64701	Void	Void	\$0.00
64702	Matthew Axford	Customer Refund	\$41.62
64703	Gary L Grimm	Customer Refund	\$208.50
64704	Jiri Laznicka	Customer Refund	\$69.79
64705	Charles L Jr/Linda A Kenny	Customer Refund	\$13.01
64706	Eugene T/Linda E Moriguchi	Customer Refund	\$17.32
64707	Alice L Alexander	Customer Refund	\$28.32
64708	Mary E Quinn	Customer Refund	\$289.44
64709	R D/Sandra J Oldwin	Customer Refund	\$121.01
64710	Jimmy L/Virginia Garcia-Adams	Customer Refund	\$130.07
64711	Darrell Koontz	Customer Refund	\$40.14
64712	Gregory M Thodas	Customer Refund	\$162.06
64713	Ian A Hays	Customer Refund	\$207.52

DECEMBER 2017 WARRANTS			
CHECK	PAYEE	DESCRIPTION	AMOUNT
64714	Tori Barker	Customer Refund	\$13.45
64715	Nicole M Defelice	Customer Refund	\$16.44
64716	Stephanie L Sanders	Customer Refund	\$65.62
64717	Andrew Koper	Customer Refund	\$22.37
64718	Jennifer A Davis	Customer Refund	\$98.37
64719	Marina Portnov	Customer Refund	\$7.11
64720	A&A Stepping Stone Manufacturing	Supplies-Field	\$8.62
64721	A-1 Mobile Window Tinting	ContractServices-Office Maintenance	\$460.00
64722	Aqua Sierra Controls	Wells Maintenance	\$1,775.22
64723	Bart/Riebes Auto Parts	Repair-Trucks	\$125.90
64724	Corix Water Products, Inc	Material	\$1,861.92
64725	Hach Company	Wells Maintenance	\$57.84
64726	Maze & Associates	Legal & Audit	\$1,892.00
64727	Moonlight BPO	Contract Services-Bill Print	\$2,644.97
64728	Sophos Solutions	Contract Services- Other	\$3,520.00
64729	Superior Equipment Repair	Repair-Trucks	\$220.00
64730	Titan Workforce LLC	Contract Services-Temporary Labor	\$3,150.00
64731	Verizon Wireless	Telephone-Wireless	\$1,236.27
64732	Alexander's Contract Services	Contract Services-Meter Reading	\$2,738.32
64733	Bart/Riebes Auto Parts	Repair-Trucks	\$116.25
TOTAL			\$716,263.60
ACH	DEC 2017 GASB 68	PERS	\$30,046.58
ACH	WHA JAN 2018 HEALTH	Health Insurance	\$13,351.97
ACH	NOV 2017 FD	Bank Fee	\$119.98
ACH	NOV 2017 WEB	Bank Fee	\$87.98
ACH	NOVEMBER 2017	Bank Fee	\$2,276.86
ACH	VANCO NOVEMBER 2017	Contract Services- Other	\$30.28
ACH	PERS 12/14/17 PAYDAY	PERS	\$15,486.17
ACH	PERS 12/27/17 PAYDAY	PERS	\$15,708.05
ACH	VALIC 12/14/17 PAYDAY	Deferred Compensation	\$2,292.50
ACH	VALIC 12/28/17 PAYDAY	Deferred Compensation	\$2,292.50
ACH	VOAY 12/28/17 PAYDAY	Deferred Compensation	\$25.00
ACH	VOYA 12/14/17 PAYDAY	Deferred Compensation	\$25.00
ACH	NOV 2017 PH	Bank Fee	\$117.98
ACH	PAYCHEX	Contract Services- Other	\$608.55
TOTAL			\$82,469.40
GRAND TOTAL			\$798,733.00

DECEMBER 2017 WARRANTS			
CHECK	PAYEE	DESCRIPTION	AMOUNT
January Checks Approved at January Board Meeting			
64791	Warren Consulting Engineers Inc	Contract Services- Engineering	\$8,625.00
64792	US Bank I.M.P.A.C. Government Services	See January Agenda Item CC-9	\$8,882.03
64794	RWA	Dues & Subscriptions	\$9,000.00
64785	SMUD	Utilities	\$11,644.08
64781	PNP Construction, Inc	Contract Services- Engineering	\$226,589.00
TOTAL			\$264,740.11

Employee Recognitions— Sixteen employees received recognition for attendance during November 2017, and nine were recognized for outstanding customer service and quality of work during the month of December 2017. Directors were provided with a list of the employees and items for which each received recognition.

The Long Range Board Agenda was provided showing Directors upcoming items for future scheduled Board Meetings.

Engineering Department Report

The Engineering and Capital Projects Department staff presented a report on the following activities during the month of December 2017.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Engineering Manager/ Project Manager	On-going	Yes, 10/18/17 (Award of Contract)	Yes	2017-2018 Masterplan for replacement of mains installed in 1960-1985.	Begin as-built research. Project kick-off meeting scheduled for 01/16/18. Selected Customer Advisory Committee. Customer Advisory Committee appointment date scheduled 01/17/18.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard Safety Improvements Project	Engineering	Engineering Manager/ Project Manager/ Senior Construction Inspector	On-going	TBD	Yes	2017 design and construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, and Safety and Efficiency Upgrades.	Board approved contract on 07/24/17. Notice to Proceed started 08/10/17. First lift of paving complete. 80% Complete.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Engineering Manager/ Project Manager	On-going	TBD	Yes	2017-18 Masterplan for office space requirements through 2040.	Project is currently on hold due to other priorities. Current plan is to start work again in first half of 2018.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Engineering Manager/ Assistant Engineer	On-going	Yes, 12/20/17 (Award of Contract)	Yes	2017 design and construction. Potholing complete.	Bids received 11/21/17. Award of Contract anticipated at the 01/17/18 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains	Engineering	Assistant Engineer/ Project Manager	On-going	Yes, 1/17/18 (Con Bid Pkg Req)	Yes	2017 design, 2018 construction.	Construction Bid Package Request at the 01/17/18 Board Meeting.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Assistance Engineer/ Project Manager	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	60% Plans with comments sent to engineer on 12/2017. Potholing anticipated in January 2018.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Pleasant View Drive 8" Water Main	Engineering	Assistant Engineer/ GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/30/17. Engineer preparing preliminary plans.
CAPITAL IMPROVEMENT PROJECT Michigan Drive 8" & 6" Water Mains	Engineering	Assistant Engineer/ GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/03/17. Received Preliminary Plans from Engineer on 12/08/17.
CAPITAL IMPROVEMENT PROJECT Mesa Verde High School 14-inch T-Main	Engineering	Project Manager/ Assistant Engineer	On-going	Yes, TBD	Yes	Operations staff water main installation.	Project complete. Perform project close out.
PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	95% Complete.	Valve boxes installed and paving completed 2/04/17. District to schedule Cost Share meeting.
PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	Private development.	Project and punchlist items complete except for easements.
PRIVATE DEVELOPMENT Louis-Orlando Bus Transfer Point - Louis Ln at Orlando Ave	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	City of Roseville Bus Transfer Station.	Project complete. Perform project close out.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Meier Estates - North Sims Way 7 Lot Subdivision	Engineering	Engineering Manager/ Senior Construction Inspector	On-going	Yes, TBD	No	7 Lot Subdivision by developer.	Project complete. Perform project close out.
PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln	Engineering	Engineering Manager/ Senior Construction Inspector	On-going	Yes, TBD	No	Medical Office Building by developer.	On-site water mains installed and tested. Portions of demolition of existing water facilities complete.
PRIVATE DEVELOPMENT 3 Lot Residential Subdivision - 5648-5696 San Juan Ave	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	3 Lot Subdivision.	No update.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Drive	Engineering	Engineering Manager/ Assistant Engineer	On-going	Yes, TBD	No	200-300 unit development by Watt Communities.	Project under Environmental Review.
PRIVATE DEVELOPMENT Mariposa Creek Subdivision - Antelope Road	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	15 lot subdivision located on Antelope Road.	Received 100% plans on 12/04/17 for District signature pending payment.
PRIVATE DEVELOPMENT Citrus Place Subdivision	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	7 lot subdivision located near Wachtel Way & Talbot Way	Sent Will Serve letter on 09/13/17. Responded to Engineer's questions on 11/02/17.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision .	Reviewed plans and provided comments 09/28/17.
PRIVATE DEVELOPMENT 8027 Holly Dr - Parcel Split 1 - 3	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Tentative Parcel Map received 08/21/17. Will Serve letter sent 08/29/17. Follow-up with the owner on 11/20/17.
PRIVATE DEVELOPMENT Sunrise Blvd_5437-5439 - Sunrise Village Retail Center - parcel split	Engineering	Engineering Manager/ Assistant Engineer	On-going	TBD	No	Parcel being split into 3 for individual sales that previously occurred	Sent comments to City 09/13/17.
PRIVATE DEVELOPMENT 7601 Sunrise Blvd The Human Bean	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Commercial Development	District signed plans on 12/21/17.
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Commercial Development	Sent plans to Engineer with District comments on 10/11/17. Received easement information on 11/30/17.
PRIVATE DEVELOPMENT 7766 Auburn Blvd Quick Slice	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Commercial Development	Sent comments to City on 11/27/17.

Items of Interest	Department	Point of Contact	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT City Drainage Project	Engineering	Engineering Manager/ Assistant Engineer	On-going	Yes, TBD	Yes	Highland Ave, Wonder St, Dana Butte Way, and Sunhill Dr Storm Drain Project.	Anticipate bid and start of construction in Spring 2018. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts.
CITY OF CITRUS HEIGHTS PROJECT Sunrise Blvd Complete Streets Phase 2A (C16-142)	Engineering	Engineering Manager/ Assistant Engineer	On-going	Yes, TBD	Yes	Frontage Improvements along West Side of Sunrise from Sayonara to north and Storm Drain Improvements	Project out to bid. Attended pre-bid meeting on 01/04/18. City to prepare an addendum to include water revisions.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Engineering Manager/ Assistant Engineer	On-going	Yes, TBD	Yes	Frontage Improvements along West side of Mariposa Ave from Northridge to Eastgate	Received signed Utility Agreement. Anticipate bid and start of construction in Spring 2018.
CALIFORNIA DEPT OF TRANSPORTATION Weigh Station at I-80 & Antelope	Engineering	Engineering Manager/ Assistant Engineer	On-going	No	No	Weigh Station and Off-ramp Improvements	Sent water facility maps and as-builts to Engineer on 11/20/17.
Annexations	Engineering	Engineering Manager/ Project Manager/ Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item	New item
Easements	Engineering	Engineering Manager/ Project Manager/ Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item	New item

Operations Manager Gordon reported as follows:

A total of 136 work orders were performed during the month of December by field operations crews, administration field crews and contractors. The results of recent bacteriological testing, a total of 72 samples, have met all California Department of Drinking Water (DDW) requirements.

2017 Water Supply – Purchased and Produced

The District's total water use during the month of December 2017 (574.43 acre-feet) was 18 percent below that of December 2013 (700.94 acre-feet).

Surface Water Supply Reliability

As of January 1, 2018, storage in Folsom Lake (Lake) was at 545,276 acre-feet, 56 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 69,540 acre-feet in the past month.

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, Mitchell Farms, Skycrest, and Sylvan, are operational and used on a rotational or as-needed basis.

Water Efficiency Program Update

Water Efficiency Supervisor Meurer provided the Water Efficiency program updates below.

ACTIVITIES AND PROGRESS REPORT

Water Efficiency, Safety and Meter Program activities during the month of December 2017 include:

- 6 ultra-low-flush toilet (ULFT) rebates were processed for the month of December. A total of 156 ULFT rebates have been processed for a total of \$11,700.00 during 2017.
- For the month of December, no High Efficiency Clothes Washer (HECW) rebate was processed for District customers. During 2017, 19 HECW rebates were processed by the Sacramento Municipal Utility District (SMUD) on the District's behalf.
- 20 water waste calls were received during the month of December. No reports of water waste were received through CHWD's Drought Resources web page. A total 439 water efficiency calls or inquiries were received during 2017.
- The Safety Committee and Management Services staff developed a Bloodborne Pathogen Plan, and a Traffic Control/Flagger Plan. The Bloodborne Pathogen Plan is intended to protect the District employees when coming in contact with potentially infectious bodily fluids. The Traffic Control/Flagger Plan outlines the requirements for traffic controls and flagging, identifies the responsibilities of managers, supervisors, lead workers, and staff regarding traffic controls and flagging, and establishes minimal knowledge requirements for flaggers used on CHWD job sites.
- On November 1, the State Water Resources Control Board (SWRCB) released draft regulations that propose to permanently prohibit certain "wasteful and unreasonable water use practices." The proposed prohibitions are the result of direction given to the SWRCB in Executive Order B-37-16.

The SWRCB held a public workshop regarding the draft regulations on 11/21/17. Discussion items included such things as water run-off, the use of automatic hose shut-off nozzles, prohibitions to irrigating during and within 48 hours after rainfall, and prohibitions to irrigating turf on public street medians. Written comments regarding the draft regulation were due by 12/26/17. Coalition letters were submitted by RWA and ACWA to the SWRCB. SWRCB staff has indicated that it is their goal to have the final regulation adopted by February 2018.

- Staff began a telephone outreach campaign promoting the District’s free Irrigation Efficiency Review’s. WaterWise Consulting is working with staff to contact many of CHWD’s high water use customers. The calls are currently reaching out to CHWD’s single-family customers. Due to this effort, a total of 26 additional Irrigation Efficiency Reviews were generated and completed for the month of December.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2016	R-GPCD 2017	% CHANGE
January	80	75	-06%
February	77	72	-06%
March	77	80	04%
April	107	87	-19%
May	155	166	07%
June	213	213	0%
July	237	241	02%
August	242	229	-05%
September	189	217	15%
October	123	170	38%
November	85	95	12%
December	76	84	11%

Below is a recap of the region’s overall water saving in December 2017 as compared to 2013.

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Nov. 2017 Reduction	January - Nov. 2017 Reduction
San Juan Water District	45.8%	24.2%
Fair Oaks Water District	41.2%	21.8%
Orange Vale Water Company	38.8%	25.1%
Rancho Murieta CSD	35.0%	17.0%
Carmichael Water District	33.7%	20.4%
City of Lincoln	32.2%	15.3%
City of Roseville	31.8%	17.4%
Rio Linda/Elverta CWD	31.1%	19.7%
Citrus Heights Water District	30.7%	22.1%
California American Water	30.4%	24.4%
City of Sacramento	30.0%	23.1%
El Dorado Irrigation District	29.5%	18.0%
Golden State Water Company	28.7%	19.9%
City of Folsom	25.7%	9.3%
City of West Sacramento	24.9%	21.1%
City of Davis	24.0%	20.2%
City of Yuba City	24.0%	18.0%
Sacramento County Water	23.6%	14.9%

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Nov. 2017 Reduction	January - Nov. 2017 Reduction
Agency		
City of Woodland	22.6%	24.3%
Elk Grove Water District	22.5%	19.2%
Del Paso Manor Water District	18.7%	19.9%
Placer County Water Agency	18.3%	10.7%
Sacramento Suburban WD	11.6%	18.1%
Average	28.5%	19.3%
Minimum	11.6%	9.3%
Maximum	45.8%	25.1%

Discussion and Possible Action to Approve Amendments to the Injury and Illness Prevention Program

Management Services Supervisor Castruita reported that on October 2, 1989, Senate Bill 198 was adopted, mandating that after July 1, 1991, any employer with 10 or more employees (public or private) must implement and maintain an IIPP in accordance with the California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 7, and Section 3203 of the General Industry Safety Orders. A few noteworthy examples from the District’s IIPP (attachment 1) are: Hazard Assessment, Recordkeeping, and an Injury and Illness Reporting Policy.

On June 3, 1992, the District’s Board of Directors adopted Policy 4702 establishing the District’s IIPP, with amendments adopted on May 8, 2007. In 2010, three amendments were made to the District’s IIPP, adding an Asbestos Cement Pipe Safety plan, a Heat Illness Prevention Procedure and the Emergency Evacuation Safety Plan. In 2015, five amendments were made to the IIPP, adding an Emergency Action Plan, a Hearing Conservation Plan, a Hazard Communication Program, Personal Protective Equipment Plan, and an update to the Heat Illness Prevention Procedure. Finally, in 2017, two amendments were made to the IIPP updating the Confined Space Entry Program, and adding a Respiratory Protection Program.

The proposed amendments to the District IIPP, the Flagger Program and the Bloodborne Pathogen Program, are a result of the following:

1. Regulation modifications made by the California Division of Occupational Safety and Health;
2. Recommendations from the District’s Senior Risk Management Advisor from the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA);

Traffic Control/Flagger Program (Attachment 2)

The Flagger Program as proposed will meet current regulations and best practices.

1. Updates the procedures and practices for traffic control/flagging to ensure that they conform with California Code of Regulations Title 8, Section 1599, Flaggers;
2. Describes the responsibilities of District employees, including management, supervisors, lead workers, and trained staff persons;
3. Requires the identification of District Employees who are authorized as Traffic Control Flaggers;
4. Updates the responsibilities of District’s contractors;
5. Adds to the District’s IIPP as Amendment M.

Should the Board approve this Policy amendment, staff will prepare and maintain a list of staff members who have received training in traffic control/flagging. The District currently requires all permanent field staff to be trained in proper flagging and traffic control procedures.

Bloodborne Pathogen Exposure Control Plan (Attachment 3)

California Code of Regulations Title 8 Section 5193, Bloodborne Pathogens, requires employers to maintain a plan for all staff who are training in the delivery of First Aid in a work environment. In October 2017, the District completed First Aid training for all staff. The Bloodborne Pathogen Exposure Control Plan will meet the regulatory requirement, and implement best practices for employees who would conduct first aid.

1. Establishes a policy to protect the health of the District employees who may be exposed to blood or other potentially infectious materials;
2. Establishes the best practices when staff are exposed to blood and other potentially infectious material, which includes;
 - a) Providing training on bloodborne pathogens to all staff members who receive First Aid training;
 - b) Providing the Hepatitis B vaccine cost-free to all employees assigned first aid responsibilities, and documenting those staff members who refuse the vaccination;
 - c) Establishing procedures following an employee's exposure to blood or other potentially infectious materials;
3. Establishes the requirements of any Bloodborne pathogen training provided to responsible staff members;
4. Establishes the roles and responsibilities of the District employees;
5. Adds to the District's IIPP as Amendment N.

Should the Board approve this Policy amendment, the Safety Officer will schedule and lead Bloodborne pathogens training, and Human Resources staff will make available the Hepatitis B vaccination to staff through Sutter Health, the CHWD occupational medicine provider. The 2018 District Operating Budget includes \$6,500 for safety program expenses, which is adequate to cover the cost of vaccinations should all staff accept the treatment.

The District's General Counsel, Safety Committee, and Senior Risk Management Advisor from ACWA JPIA have reviewed and provided input into the development of these Program documents.

The recommended action was to approve two amendments to the IIPP, including:

- A. Add a Traffic Control/Flagger Plan as Amendment M to the IIPP; and
- B. Add a Bloodborne Pathogen Exposure Control Plan as Amendment N to the IIPP.

**CITRUS HEIGHTS WATER DISTRICT
TRAFFIC CONTROL/FLAGGER PLAN**

Adopted:



**CITRUS
HEIGHTS**

**WATER
DISTRICT**

DRY

Traffic Control and Flagging are important elements in our work. For the protection of pedestrians, the motoring public, vehicles and District employees, Citrus Heights Water District (CHWD) will provide the highest quality controls consistent with local, state and federal jurisdiction standards and policies with reference as necessary to the California Department of Transportation specifications found in California Manual on Uniform Traffic Control Devices (MUTCD) or its successor volumes.

PURPOSE:

To outline the requirements for traffic controls and flagging, to identify responsibilities of managers, supervisors, lead workers, and staff regarding traffic controls and flagging, and to establish minimal knowledge requirements for flaggers used on CHWD job sites.

Flagging and traffic control keeps the public and District employees safe. In some instances, jobs may be shut down if inadequate controls are in place or the knowledge of flaggers cannot be established. In other instances improper traffic controls and flagging can lead to vehicle accidents, pedestrian injuries, or even fatalities.

SUPERVISORS:

1. Evaluate job activities and schedules to determine whether traffic controls and flagging will be necessary at any phase of the job. Such controls include but are not limited to closing off lanes in the street for the duration of the job, closing sidewalks or access points to structures, and temporary blockage of lanes for deliveries or specific construction processes.
2. Ensure knowledge of standards established in the California MUTCD.
3. Ensure permits from local jurisdictions are applied for and received for all permanent and temporary obstructions.
4. Ensure plans and standards for blockage are established and appropriate equipment is delivered to the site in a timely manner.
5. Assign flagger duties to qualified employees.

SUPERVISORS/LEAD WORKERS:

1. Ensure clear understanding of all traffic control requirements during the job.
2. Ensure knowledge of standards established in the California MUTCD.

3. Assign flagger duties to only qualified employees.
4. Anticipate the installation of temporary traffic controls and evaluate all required signs, barricades and other materials necessary for the work. Verify that the yard or rental agency has provided all appropriate and required signs, signals and barricades and ensure all materials are consistent with permit conditions as applicable.
5. Install necessary traffic control signs, signals and barricades as specified in plans or the California MUTCD.
6. Anticipate needs for flaggers on the job.
7. If temporary laborer is used for a flagging, the supervisor/Lead Worker must:
 - a. Verify knowledge of the following issues regarding flagging:
 - 1 Flagger equipment which must be used
 - 2 Layout of work zone & flagging station,
 - 3 Signaling traffic to stop, proceed & slow
 - 4 One-way traffic control methods,
 - 5 Demonstration of proper flagging methods
 - 6 Emergency vehicles in the zone
 - 7 Handling emergency situations,
 - 8 Methods of dealing with hostile drivers,
 - 9 Flagging procedures for a single flagger
 - b. Request a copy of the temporary worker's training certification card and insist that they keep this card with him/her while performing flagging duties.
 - c. Inform the temporary workers of the nature of the work and his function as flagger so that he/she can communicate as necessary with the motoring public and pedestrians when questions are asked.
 - d. Periodically evaluate performance of the temporary workers during the day to verify compliance with accepted practices.
8. A list of identified District employees authorized as traffic control flaggers is located in Appendix A.
This list will be reviewed and updated at least annually by the General Manager or his/her designee.

FLAGGERS:

1. Be trained in the proper fundamentals of flagging moving traffic before being assigned as flaggers.
2. Understand and apply principles of traffic control.
3. Wear the proper Personal Protective Equipment.
4. Alert work crews by use of air horn or two way radios to unusual, unsafe or emergency circumstances.
5. Notify Supervisor/Lead worker of any issue or unsafe conditions.

GENERAL MANAGER OR HIS/HER DESIGNEE:

1. Periodically provide flagger training to employees and supervisors.
2. Designate employees to attend detailed traffic control courses provided by a nationally recognized provider of traffic control certification training, or an equivalent program.
3. Perform spot checks at work sites to ensure all standards are properly utilized as per approved plans and the California MUTCD.

Appendix A

List of Identified District Employees Authorized as Traffic Control Flaggers

DRAFT

CITRUS HEIGHTS WATER DISTRICT
BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN FOR
EMPLOYEES CONDUCTING FIRST AID

Adopted:



**CITRUS
HEIGHTS**

**WATER
DISTRICT**

DRAFT

PURPOSE

This written exposure control program has been developed by Citrus Heights Water District (CHWD) to eliminate or minimize employee exposure to blood or other potentially infectious materials. It is intended to comply with the requirements of OSHA standard 29 CFR 1910.1030, & Cal/OSHA Standard CCR 5193. , Bloodborne Pathogens, as applicable to the exposures reasonably anticipated during the delivery of first aid care in a work environment.

The General Manager or His/Her designee is designated as the exposure control program coordinator and will be responsible for enforcement, review (annually or more frequently when determined necessary), and maintenance of this program. The definition of terms applicable to this program are provided in Appendix E.

GENERAL RULES

- Treat all blood and Other Potentially Infectious Material (OPIM) as infectious.
- Do not handle broken glass, needles, razor blades or other sharp objects with your hands. Use mechanical means such as a dustpan and broom.
- Engineering controls should be used whenever possible. An example of an engineering control is a barrier device when performing rescue breathing.
- Wash hands immediately after removing gloves or contact with blood or OPIM.
- Do not consume or store food or drinks in areas where blood or OPIM could be present.
- Avoid smoking in areas where infectious materials could be present.
- Do not use cosmetics where blood or OPIM could be present.
- Always follow safe work practices as outlined in the exposure control plan.

DETERMINATION OF EMPLOYEES' EXPOSURE

Employees of CHWD are assigned to perform first aid duties and are reasonably anticipated to be exposed to blood and other potentially infectious bodily fluids. Their inclusion in all provisions of this exposure control program is mandatory.

RESPONSIBILITIES

The following procedures will be used by first aid providers to minimize or prevent exposure to bloodborne pathogens:

HUMAN RESOURCES:

1. Training: All first aid responders will participate in a training session that will be provided at the time of initial assignment or as soon as practicable, and every year thereafter. Training requirements are presented in Appendix A.
2. Hepatitis B Vaccination: The Hepatitis B vaccine shall be made available, cost-free and within 10 working days, to all employees assigned first aid responsibilities. Employees who decline the vaccination will be required to sign the declination statement in Appendix B.
3. Employees who render assistance in any situation involving the presence of blood or other potentially infectious materials, regardless of whether or not a specific exposure occurs, must have the vaccine made available to them as soon as possible but in no event later than 24 hours after the exposure incident. If an exposure incident as defined in the standard has taken place, other post-exposure follow-up procedures must be initiated immediately, per the requirements of the standard.
4. Record keeping: A confidential file containing the information presented in Appendix D will be maintained for each covered employee.

MANAGERS/SUPERVISORS:

1. Hepatitis B Vaccination: The Hepatitis B vaccine shall be made available, cost-free and within 10 working days, to all employees assigned first aid responsibilities. Employees who decline the vaccination will be required to sign the declination statement in Appendix B.
2. Employees who render assistance in any situation involving the presence of blood or other potentially infectious materials, regardless of whether or not a specific exposure occurs, must have the vaccine made available to them as soon as possible but in no event later than

24 hours after the exposure incident. If an exposure incident as defined in the standard has taken place, other post-exposure follow-up procedures must be initiated immediately, per the requirements of the standard.

3. Ensure Personal Protective Equipment (PPE) is provided and used as applicable to the first aid rendered.

EMPLOYEES:

1. Universal Precautions: Universal Precautions are mandatory. These precautions require that all human blood and certain human body fluids be treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.
2. Training: All first aid responders will participate in a training session that will be provided at the time of initial assignment or as soon as practicable, and every year thereafter. Training requirements are presented in Appendix A.
3. Work Practices: The following work practice controls will be used when providing first aid:
 - a) Personal protective equipment (PPE) will be provided and used as applicable to the first aid rendered. Use of the following PPE is mandatory:
 1. Latex gloves (or equivalent)
 2. Safety glasses
 - b) The following supplementary PPE will be provided and must be used if its use will reasonably prevent exposure to blood or other infectious bodily fluids:
 1. One-way CPR mouthpiece
 - c) Disposable PPE will be decontaminated, if necessary, following use and discarded as per regulations.
 - d) Employees **MUST** wash their hands and any other exposed skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.
 - e) Employees **MUST** wash their hands immediately after removal of gloves or other personal protective equipment.
 - f) All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing, spraying, splattering, and generation of droplets of these substances.

- g) Contaminated surfaces will be cleaned as soon as possible. No employee except a first aid responder trained in blood borne pathogens control will clean blood from any contaminated surface. For cleaning, a 1 part bleach to 10 parts water solution, or an equivalent EPA registered disinfectant, will be used.
4. Training: All first aid responders will participate in a training session that will be provided at the time of initial assignment, and every year thereafter. Training requirements are presented in Appendix A.
 5. Bio-Hazardous Waste: Any waste contaminated with blood, for example rags or gauze, will be decontaminated on-site by thorough soaking in a solution of 1 part bleach to 10 parts water prior to disposal. Alternatively, the waste may be placed in a red, or biohazard labeled bag, and disposed of as a bio-hazardous waste, in accordance with applicable hazardous waste regulations.
 6. Post-Exposure Evaluation: Any time an exposure incident occurs during the administration of first aid, employees must contact the program coordinator to ensure the proper evaluation and follow-up, as specified in Appendix C.

APPENDICES

DRAFT

Appendix A: Training

As required by the Cal/OSHA standard, training will be conducted and will address the following topics:

- A) An explanation of the bloodborne pathogens standard (29 CFR 1910.1030 & 8 CCR 5193) and the fact that a copy of the text of this standard will be accessible to employees at all times.
- B) A general explanation of the epidemiology and symptoms of bloodborne diseases.
- C) An explanation of the modes of transmission of bloodborne pathogens.
- D) An explanation of the company's exposure control plan and the means by which employees can obtain a copy of the written plan.
- E) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
- F) An explanation of the use and limitations of methods that will prevent or reduce exposure including engineering controls, work practices, and personal protective equipment.
- G) Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment.
- H) An explanation of the basis for selection of personal protective equipment.
- I) Information on the Hepatitis B vaccine and a statement that the vaccine will be offered free of charge.
- J) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- K) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.
- L) Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.
- M) An explanation of the signs and labels and/or color coding that is used in the facility.
- N) An opportunity for interactive questions and answers with the person conducting the training session.

The training coordinator will keep a record on file concerning all training sessions.



CITRUS HEIGHTS WATER DISTRICT

Training Session - Attendance Record

i:/users/admin/Safety/Forms/IIPP Attachment H-Training Session-Attendance Record.xls

IIPP ATTACHMENT H

**CITRUS
HEIGHTS
WATER
DISTRICT**

Date:

Start Time:

End Time:

Subject:

Instructor:

of Attendees:

Attendee: *(sign on line above your name)*

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Name

Appendix B: Hepatitis B Vaccine Declination Form

HEPATITIS B VACCINE - DECLINATION STATEMENT

I understand that, due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Print Name

Signature

Date

Appendix C: Post-Exposure Evaluation and Follow-up

Post-exposure medical evaluation and follow up will include the following:

1. Documentation of the route(s) of exposure and the circumstances under which the exposure incident occurred.
2. Identification and documentation of the source individual, unless infeasible or prohibited by state or local law. If consent is obtained (where required), the source individual's blood shall be tested and the results documented. If the source individual is known to be infected with HIV or HBV, this shall be documented without a repeat test.
3. Results of the source individual's testing shall be made available to the exposed employee, along with applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
4. The exposed employee's blood shall be tested as soon as feasible after consent is obtained.
5. If the employee consents to baseline blood collection but does not give consent at that time for HIV serologic testing, the sample shall be preserved for 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.
6. When medically indicated, Post-exposure prophylaxis will be provided, as recommended by the U.S. Public Health Service.
7. Counseling will be made available to the employee upon request.
8. Evaluation of reported illnesses.
9. Within 15 days of completion, a copy of the evaluating healthcare professional's written opinion shall be obtained by The General Manager or His/Her designee and provided to the employee. This written opinion will be limited to the following information:
 - a. That the employee has been informed of the results of the evaluation.
 - b. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment (OTHER FINDINGS OR DIAGNOSES SHALL REMAIN CONFIDENTIAL AND NOT BE INCLUDED IN THE WRITTEN REPORT).

- c. If the employee denies follow-up care, they must sign a post-exposure evaluation and follow-up declination waiver (Appendix B).
- d. The General Manager or His/Her designee is responsible for providing the following information to the healthcare professional following an exposure incident and prior to medical evaluation:
 1. A description of the exposed employee's duties as they relate to the exposure incident.
 2. Documentation of the route(s) of exposure and circumstances under which exposure occurred.
 3. Results of the source individual's blood testing, if available.
 4. All medical records relevant to the appropriate treatment of the employee including vaccination status.
 5. A copy of 29 CFR 1910.1030
 6. A copy of 8 CCR 5193

Appendix D: Record keeping for the Exposure Control Plan RECORD KEEPING

The General Manager or His/Her designee is responsible for maintaining records regarding the exposure control plan at Citrus Heights Water District, and for ensuring that all medical records are kept confidential. The following records will be kept on file:

- A) A file for each employee with occupational exposure to blood or other potentially infectious materials including the name and social security number of the employee, a copy of the employee's Hepatitis-B vaccination status, and any medical records relative to the employee's ability to receive vaccination.
- B) A copy of all results of examinations, medical testing, and follow-up procedures following an exposure incident.
- C) The employer's copy of the healthcare professional's written opinion regarding post-exposure evaluation and follow-up.
- D) A copy of the information provided to the healthcare professional regarding post-exposure evaluation and follow-up.

The above records will not be disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by the bloodborne pathogens standard or by law. Additionally, these records will be maintained for at least the duration of employment plus thirty (30) years.

Appendix E: Definition of Terms

Important Definitions:

- **Biohazard Symbol:** Indicates that contents are potentially infectious due to presence of blood or other potentially infectious materials.
- **Blood:** Human blood, human blood components, and products made from human blood.
- **Bloodborne Pathogens:** Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV), Hepatitis C (HCV) and human immunodeficiency virus (HIV).
- **Contaminated:** The presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
- **Contaminated Laundry:** Laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.
- **Contaminated Sharps:** Any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.
- **Decontamination:** The use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious articles and the surface or item is rendered safe for handling, use or disposal.
- **Engineering Controls:** Controls (e.g. sharps disposable containers, self-sheathing needles) that isolate or remove the bloodborne pathogens hazard from the workplace.
- **Exposure Incident:** A specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
- **Occupational Exposure:** Reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

- **Other Potentially Infectious Materials:** (1) The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any bodily fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; (2) Any unfixated tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV, HBV or HCV containing culture medium or other solutions; and blood, organs, or other tissue from experimental animals infected with HIV, HBV or HCV.
- **Parenteral:** Piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.
- **Personal Protective Equipment:** Specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g. uniforms, pants, shirts, or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.
- **Regulated Waste:** Liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
- **Universal Precautions:** An approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, HCV and other bloodborne pathogens.
- **Work Practice Controls:** Controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g. prohibiting recapping of needles by a two-handed technique).

Discussion and Possible Action to Approve Agreement with Lund Construction for Highland Ave and Rosa Vista Lane Water Main Replacement Project

Engineering Manager Pieri reported that at the October 18, 2017 Board Meeting, the Citrus Heights Water District (CHWD) Board of Directors approved the construction bid package for the Highland Avenue and Rosa Vista Water Main Replacement Project (Project Number C15-133) and authorized staff to solicit bids. Bid packages were distributed to twenty-four contractors for installing and connecting approximately 1,322 lineal feet of 8-inch water main, 24 linear feet of 6-inch water main, six (6) 8-inch gate valves, one (1) 6-inch gate valve, one (1) steamer fire hydrant, six (6) 1-inch metered water services, and sixteen (16) 1-inch water services with curb stops along Highland Avenue and Rosa Vista Lane in the City of Citrus Heights.

The District received six (6) sealed proposals on November 21, 2017, at which time proposals were opened and read publicly. The apparent low bidder is Lund Construction of North Highlands, CA. Bids received are as follows:

1. Lund Construction Company	\$ 377,792.20
2. Lamon Construction Company, Inc.	\$ 378,151.00
3. Rawles Engineering, Inc.	\$ 385,594.00
4. Martin General Engineering, Inc.	\$ 423,356.00
5. Western Engineering Contractors, Inc.	\$ 577,400.00
6. Caggiano General Engineering, Inc.	Non-responsive

The District's final engineering estimate (September 2017) for this Project was \$376,711.

The Board of Directors approved the following project budget for Project Number C15-133:

Design Budget (Approved in 2016)	\$ 31,577
Construction Budget (Approved in 2017)	<u>\$364,910</u>
Total Project Budget	\$396,672

At the October Board meeting, staff indicated the Engineer's Preliminary Construction Cost Estimate + 10% Contingency was updated as follows:

Engineer's Preliminary Construction Cost Estimate + 10% Contingency (estimate developed on October 2017; based on schematic plans)	\$414,382
Engineer's Preliminary Construction Cost Estimate + 10% Contingency (estimate developed in 2016; based on final plans)	<u>\$329,128</u>
Difference:	\$85,254

The increase in the Engineer's Preliminary Construction Cost Estimate from the schematic plans to the final plans is attributed to the following items:

- Addition of 171 linear feet of 8-inch water main included in the final plans to minimize impact to an existing oak tree.
- Increase in paving square footage due to additional water main and increase in unit pricing to reflect the District's 2017 on-call paving unit pricing.

- Relocation of two water services along Rosa Vista Lane to eliminate a backyard main.

Funding Plan:

In considering a budget amendment request in the amount of \$85,254, no undesignated reserves are required. This amount allows for an 8.8% contingency, which staff feels will provide an acceptable coverage for any potential changes that may arise. Budget savings from existing projects are proposed to be reallocated as described below.

One funding source for the proposed budget amendment is from the recently completed C15-131 Baird Way 8” Water Main Replacement Project. The overall budget for the project was \$360,337.00, and actual costs were \$316,772.47. This will result in a net savings of \$43,564.53 in budgeted funds.

Another funding source for the proposed budget amendment is from the nearly completed C15-130 Poplar Avenue 12” Water Main Project. The overall budget for the project was \$152,335.00, and staff estimates that the final completion costs will total approximately \$100,413.35. This will result in an estimated net savings of \$51,921.65 in budgeted funds.

To meet the expenditure requirements outlined above, staff requests a budget amendment of \$85,254 within the 2017 CIP Budget. Below is a summary of the budget amendment request. Again, this budget amendment request will result in a zero sum (\$0) financial impact to CHWD’s 2017 Budget.

From		To	
Description	Amount	Description	Amount
C15-131 Baird Way 8” Main	\$43,564	C15-133 Highland and Rosa Vista	\$85,254
C15-130 Poplar Ave 12” Main	\$41,690		
TOTAL	\$85,254	TOTAL	\$85,254

The recommended action was to:

1. Accept the bid of Lund Construction Company in the amount of \$377,792.20.00, and establish a contingency fund in the amount of \$36,589.80 (8.8%), for a total amount of \$414,382.00; authorize the General Manager to execute an agreement with Lund Construction Company.
2. Approve the budget amendments summarized below:

From		To	
Description	Amount	Description	Amount
C15-131 Baird Way 8” Main	\$43,564	C15-133 Highland and Rosa Vista	\$85,254
C15-130 Poplar Ave 12” Main	\$41,690		
TOTAL	\$85,254	TOTAL	\$85,254

Discussion and Possible Action on Graham Circle and Circuit Drive Water Main Replacement Plans, Specifications and Engineering

Engineering Manager Pieri reported that the Board of Directors approved a total project budget of

\$622,895 for the design and construction of the Graham Circle 6” Main Replacement and Circuit Drive 8” Main Installation Project (Project Number C15-132). The 95% plans developed by Warren Consulting Engineers were used to develop the Engineer’s Preliminary Construction Cost Estimate of \$452,088 with a 10% contingency of \$45,208 for a total of \$497,296.

If bids come in higher than the Engineer’s Preliminary Construction Cost Estimate of \$452,088, a funding plan will be presented at the time of award of contract for the Board’s consideration.

The plans and contract are complete, subject to minor modifications, and are incorporated as an attachment to this report. A detailed report of the engineer’s preliminary construction cost estimate is available at the Board Clerk’s office.

The recommended action was to approve the construction bid package for construction bids for the Graham Circle and Circuit Drive Water Main Replacement Project. Authorize the General Manager or General Manager’s designee to solicit construction bids for the project.

Discussion and Possible Action to Approve the 2018 Fleet Vehicle Purchase

Operations Manager Gordon reported that District fleet vehicles are budgeted for replacement on a 10-year replacement cycle, with continuous review to resolve issues and extend the life of vehicles in as much as feasible. No District fleet vehicles are scheduled for replacement this year.

The 2018 District budget for fleet and field equipment is \$145,000. This includes a service truck for the new Water Efficiency Technician position, and a field tractor for the use in the District’s corporation yard and various other construction work in the field.

For the purchase of the new service truck, it is proposed that the District use the California State Bid (Contract No. 1-16-23-20H) as it has done since 1998. For the purchase of the new tractor, it is proposed that the District utilize Contract no. 042815-CEC through the National Joint Powers Alliance (NJPA), a cooperative contract purchasing service for government, education and non-profit agencies. By using the California State Bid and the NJPA, the District utilizes the public bidding process already performed by other public agencies, with the additional benefit of the economies of scale achieved by larger organizations. Thus, we avoid the time and expense involved in the competitive bidding process and receive a lower per unit cost.

The vehicles proposed to be purchased are as follows:

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Vendor</u>
1	2018 Dodge Ram 2500, Service Truck	\$ 35,810.85	Leehan of Davis, Inc.
1	2018 Bobcat Skid-Steer Loader, Combination Bucket, Water Mounted Sweeper	\$ 57,124.20	Bobcat Company
TOTAL		<u>\$ 92,935.05</u>	

The proposed purchase of the Bobcat tractor includes; a combination bucket for greater flexibility in handling material, a water dispensing broom sweep to clean the corporation yard or jobsite, and forklift attachments for the safe handling of heavy or odd sized materials.

The recommended action was to authorize the following purchases as authorized in the 2018 budget:

1. One 2018 Dodge Ram 2500 Truck from Leehan of Davis, Inc.
2. One 2018 Bobcat Skid-Steer Loader from Bobcat Company.

Discussion and Possible Action to Reject the Bid Received in Response to Notice Inviting Bids for 2018/19 On-Call Concrete Restoration Services

Operations Manager Gordon reported that the District Operations work crews are involved in daily maintenance of the District's underground water infrastructure. This includes sidewalk, curb and gutter, and driveway excavation for maintenance work on the District's underground infrastructure. After the District repairs and/or replaces the underground infrastructure within a concrete area, a contractor hired by the District will follow up with concrete restoration as necessary. The District currently does not have the equipment, staffing levels, or the qualified personnel to restore concrete on an as-needed basis; therefore, contracting out concrete restoration work is essential.

Based on history, the quantities of the concrete repairs vary between 500 to 2,500 square-feet (SF) for concrete flatwork restoration and up to 250 linear-feet (LF) for concrete curb and gutter restoration during any two-month period. The District is located within four municipal jurisdictions, which include the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville. The scope of work requires the contractor to comply with the requirements set forth by each jurisdictional inspector, as well as a District inspector.

The District issued a Notice Inviting Bids (Notice) for On-Call Concrete Restoration Services on November 28, 2017. The Notice for the project was sent to concrete restoration contractors within the greater Sacramento Region, and was posted in local contracting bid houses. In response, one sealed bid was received on December 19, 2017, at which time the bid was opened and read publicly. The apparent low bidder is Central Valley Engineering & Asphalt, Inc. of Roseville, CA. Bid received is as follows:

Bidder	Flatwork Restoration		Curb and Gutter Restoration		Total
	\$/SF	\$/20,000SF	\$/LF	\$/2,000 LF	
Central Valley Engineering & Asphalt, Inc.	\$ 21.25	\$ 425,000	\$ 75.00	\$ 150,000	\$ 575,000.00

Central Valley Engineering & Asphalt, Inc. has proposed an optional 24-month contract extension with a five percent increase on the proposed bid items shown above following the end of the initial contract term date of December 31, 2019.

Central Valley Engineering & Asphalt, Inc. is currently under contract with the District for 2017/2018 On-Call Pavement Restoration for the remainder of 2018, and for the 2017 On-Call Concrete Restoration Services, which expires at the end of January 2018.

The District's current contract amount for concrete restoration for the same bid items is \$13.35 per SF for concrete flatwork restoration and \$55.00 per LF of concrete curb and gutter restoration.

The District staff recommends that the District reject the bid by Central Valley Engineering & Asphalt, Inc. because:

- (1) The bid is an increase in the concrete restoration bid items of 59% (\$7.90 per SF) for concrete flatwork restoration and 36% (\$20.00 per LF) for concrete curb and gutter restoration; and
- (2) The District received only one responsive bid.

Should the Board reject the bid by Central Valley Engineering & Asphalt, Inc., District staff will reissue a Notice for the project, and will perform more comprehensive outreach to concrete services contractors to receive more responsive bids. The additional outreach effort for bids will strengthen the District's effort to receive competitive pricing for the project.

The recommended action was to reject the bid by Central Valley Engineering & Asphalt, Inc. received on December 19, 2017 for 2018/19 On-Call Concrete Restoration Services. Authorize the General Manager or General Manager's designee to resolicit construction services bids for this project.

ACTION: Director Dains moved and Director Sheehan seconded a motion to accept the Consent Calendar.

The motion carried 3-0 with all Directors voting yes.

PRESENTATIONS:

Review of Policy 6500: Purchasing and Procurement

Administrative Services Manager Susan Sohal and District Assistant General Counsel Josh Nelson provide a PowerPoint presentation on proposed updates to District Policy 6500: Purchasing and Procurement. They then sought Board direction for the next steps on the process.

Director Sheehan inquired about the pros and cons of sole sourcing versus obtaining competitive quotes/bids. General Manager Straus replied that a good purchasing policy will provide flexibility to be able to determine if it make sense to sole source or obtain quotes/bids. In some cases, it makes sense to sole source due to the time sensitivity of the required work, or a consultant is a known commodity, strongly indicating that the work required will be done effectively and in a cost efficient and timely manner. In other instances, it may make sense to obtain multiple quotes/bids.

Director Riehle inquired about how the proposed policy balances the Board's involvement in fiscal management versus operational efficiency. General Manager Straus highlighted for the Board that staff would continue to be required to request authority to spend money on programs and projects as part of the annual budget process, and would continue to provide operational updates via the FYI Report, the monthly financial reports and various departmental reports.

The Board agreed by consensus that staff should bring back the item for discussion and potential action as a Business item at the February 2018 Board meeting.

BUSINESS:

Discussion and Possible Action to Approve the Customer Advisory Committee

Management Services Supervisor/Chief Board Clerk Castruita requested the Board consider approval of the Customer Advisory Committee. On October 18, 2017 the Citrus Heights Water District (CHWD) Board of Directors approved an agreement with Harris & Associates for the Project 2030 Water Main Replacement Study, "Project 2030". The scope of work for the Study includes a public engagement/stakeholder outreach component, dubbed the Customer Advisory Committee. As noted in the October 18, 2017 staff report, "A seventeen (17) member Customer Advisory Committee (CAC) focus group will be selected to consider the various alternatives, funding options, and recommendations," with the ultimate goal of submitting a formal recommendation for consideration by the Board of Directors.

Management Services Supervisor Castruita explained that staff developed Resolution 01-2018, which would create the Customer Advisory Committee and appoint applicants, in conjunction with the General Counsel's Office.

Applications for the CAC were accepted from August through December 2017, and a total of 41 applications were received. At the December 20, 2017 Board Meeting, the Board of Directors selected 17 applicants for appointment to the CAC (see Attachment 2 – Customer Advisory Committee Proposed Members). In addition, the Board agreed by consensus to expand the group to 19 voting members and three ex-officio members, for a total 22 seats, including:

1. Two seats representing commercial interests from the Citrus Heights Chamber of Commerce and Sunrise MarketPlace, respectively; and
2. Three ex-officio seats for the San Juan Unified School District, the Sunrise Parks and Recreation District, and Sylvan Cemetery District, respectively.

The CAC would be empaneled for at minimum the duration of the Project 2030 study, which is projected to take 18 months. Staff also intends for the CAC to provide further stakeholder input on strategic projects, such as the planning phase of the Meter Replacement Program, a multi-agency effort to develop strategies for the replacement of water meters, expected to begin prior to the close of 2018.

In order to ensure the effectiveness of the Advisory Committee, Resolution 01-2018 provides the Board of Directors with the ability to dismiss a member from the CAC. Potential reasons for removal include:

1. One or more unexcused absence from scheduled CAC meetings
2. Violation of the Ralph M. Brown Act
3. Violation of District Policy 2100 – Standards of Conduct for Directors and Officers

Management Services Supervisor Castruita stated that should the Board approve Resolution 01-2018, staff would contact all appointed CAC members in order to seat the Committee members at the February 21, 2018 Board meeting. Following the swearing-in ceremony, staff will coordinate the initial CAC meeting and member orientation, tentatively scheduled for March 2018.

**Citrus Heights Water District
Customer Advisory Committee
Proposed Members**

Voting Members – Residential

- | | |
|----------------------|---------------------|
| 1. Kimberly Berg | 2. Julie Beyers |
| 3. Russell Blair | 4. Patti Catalano |
| 5. Suzanne Guthrie | 6. Doug MacTaggart |
| 7. Porsche Middleton | 8. James Monteton |
| 9. Richard Moore | 10. Carol Mortenson |
| 11. Jenna Moser | 12. David Paige |
| 13. Aimee Pfaff | 14. Peg Pinard |
| 15. Javed Siddiqui | 16. Colleen Sloan |
| 17. David Wheaton | |

Voting Members – Commercial

1. Wes Ervin – Citrus Heights Chamber of Commerce Economic Development Committee Chair
2. Mike Nishimura – Sunrise MarketPlace Representative

Ex-Officio Members – Institutional

1. San Juan Unified School District represented by Chris Ralston, Maintenance and Operations Manager
2. Sunrise Recreation and Parks District represented by Dave Mitchell, District Administrator, and Noe Villa, Parks and Facilities Superintendent
3. Sylvan Cemetery District represented by Ron Clark, Manager, and Cyndi Price, Assistant Manager

**CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 01-2018**

**RESOLUTION OF THE BOARD OF DIRECTORS
ESTABLISHING A CUSTOMER ADVISORY COMMITTEE**

WHEREAS, the Citrus Heights Water District (CHWD) is an Irrigation District formed pursuant to the California Irrigation District Law (California Water Code, section 20500 et seq.); and

WHEREAS, CHWD provides drinking water to an estimated service area population of 67,000 customers via approximately 19,600 water service connections in Sacramento and Placer Counties and has responsibility for operating, maintaining and planning for the replacement of its water assets, including water mains; and

WHEREAS, CHWD anticipates that, beginning in 2030, it will be necessary to replace many aging water mains, the majority of which were installed between 1960 and 1985 by private developers and later became donated assets to CHWD; and

WHEREAS, on October 18, 2017, the CHWD Board of Directors approved an agreement with Harris & Associates for the Project 2030 Water Main Replacement Study, known as “Project 2030”; and

WHEREAS, Project 2030 will include a public engagement and stakeholder outreach process in which a Project 2030 Customer Advisory Committee focus group (the “CAC”) will consider various alternatives, funding options and recommendations and will develop a formal recommendation for CHWD’s water main replacement strategy for consideration by the Board of Directors, and

WHEREAS, the CAC also will provide further stakeholder input on the development of the Meter Replacement Program, which is a multi-agency effort to develop strategies for the regular replacement of water meters expected to start before the end of 2018; and

WHEREAS, Project 2030 is projected to take 18 months and the CAC would be empaneled for the duration of that time and consist of 22 members; and

WHEREAS, on December 20, 2017, the Board of Directors selected 17 applicants for appointment to the CAC and agreed by consensus to expand the appointees to 19 members to include one Citrus Heights Chamber of Commerce representative and one Sunrise MarketPlace representative to represent large commercial accounts, and to provide three additional ex-officio seats for representatives of the San Juan Unified School District, the Sunrise Parks and Recreation District, and the Sylvan Cemetery District; and

WHEREAS, the CAC may be called upon by the Board of Directors or staff to provide further stakeholder input on strategic programs of the District; and

WHEREAS, the Board of Directors wishes establish the CAC and governing principles that will guide the CAC's activities.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES RESOLVE AS FOLLOWS:

Section 1. Establishment and Purpose

The Project 2030 Customer Advisory Committee (the "CAC") is hereby established as set forth herein. The general purpose of the CAC is to consider various alternatives, funding options and recommendations to develop a formal recommendation for CHWD's water main replacement strategy for consideration by the CHWD Board of Directors. The CAC also will provide stakeholder input on the development of the multi-agency Meter Replacement Program effort to develop strategies for the regular replacement of water meters expected to start before the end of 2018. The CAC will further provide input on other CHWD matters as requested by the Board of Directors or staff.

Section 2. Membership.

The CAC shall include 19 voting members, appointed as follows:

- A. Residential
Seventeen (17) members appointed by the CHWD Board of Directors.
- B. Significant Commercial Accounts
One (1) Citrus Heights Chamber of Commerce representative.
One (1) Sunrise MarketPlace representative.
- C. Ex-Officio Members – Institutional
One (1) representative from San Juan Unified School District.
One (1) representative from Sunrise Parks and Recreation District.
One (1) representative from Sylvan Cemetery District.

In the event that a member resigns from the CAC, that member shall promptly notify CHWD and CHWD shall take any steps necessary fill the vacancy.

Section 3. Term Of Membership.

Members of the CAC shall serve at a minimum during the duration of the Project 2030 study period.

Section 4. Termination of Membership.

The Board of Directors may dismiss a CAC member for no reason or for any of the following reasons:

- A. One or more unexcused absences from CAC meetings.
- B. Violation of the Ralph M. Brown Act.
- C. Violation of applicable provisions within District Policy No. 2100 – Standards of Conduct for Directors and Officers.

Section 5. Officers and Subcommittees.

The CAC shall nominate a Chairperson and an Alternate Chairperson, whose appointments to this office shall be ratified by the Board of Directors. The Chairperson shall call meetings to order, shall have all the powers and duties of the presiding officer as described in the standardized rules of parliamentary procedure determined to be applicable by CHWD, and shall perform such other duties as may from time to time be prescribed by CHWD or the Board of Directors. The Alternate Chairperson shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The CAC may create and appoint members of the CAC to subcommittees.

Section 6. Meetings.

The CHWD General Manager or the General Manager's designee shall determine the place and times for meetings of the CAC, and shall administer the CAC's activities and serve as a CAC liaison with support from other CAC staff as may be necessary. All meetings shall comply with California's open meetings law for public agencies (the Ralph M. Brown Act, Government Code Sections 54950 et seq.).

Section 7. Quorum and Voting.

A quorum of the CAC shall consist of a majority of the CAC's voting membership. Any necessary decisions of the CAC shall, whenever possible, be determined by consensus. If consensus cannot be reached, any necessary decisions shall be determined by majority vote.

Section 8. Responsibilities of the CAC.

The CAC shall have the responsibilities as provided in this section and such other duties as the Board of Directors may from time to time decide:

- A. Diligently review all documents and materials provided by the CHWD General Manager or the General Manager's designee relevant to the purposes referenced in Section 1.
- B. Serve as a forum for public input and feedback on issues related to the purposes referenced in Section 1.
- C. Develop a timely written recommendation for consideration by the Board of Directors

- for CHWD's water main replacement strategy.
- D. Provide stakeholder input on the development of the Meter Replacement Program, referenced in Section 1.
 - E. Abide by all relevant policies and procedures in the District Policy No. 2100 – Standards of Conduct for Directors and Officers, including participating in any training and making any disclosures that CHWD deems necessary to ensure compliance with all laws.

Any and all feedback, advice or other actions taken by the CAC shall be deemed to be advisory only and shall not be binding upon CHWD or the Board of Directors. Any activities of the CAC shall be performed as provided for in this Resolution and in compliance with all laws.

ADOPTED this 17th day of January, 2018

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

RAYMOND RIEHLE, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 01-2018 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held January 17, 2018.

HILARY M. STRAUS, Secretary
Citrus Heights Water District

ACTION: Director Sheehan moved and Director Dains seconded a motion to approve Resolution 01-2018, creating the Customer Advisory Committee and appointing Twenty-two Members to the Customer Advisory Committee.

The motion carried 3-0 with all Directors voting yes.

CONSULTANTS' AND LEGAL COUNSEL'S REPORTS:

None.

DIRECTOR'S AND REPRESENTATIVES REPORTS:

Regional Water Authority (Dains)

Director Dains reported that at the RWA meeting, the Executive Board was elected. Marcus Yasutake, City of Folsom, was elected as the chairperson, and Paul Schubert, Carmichael Water District, was elected as Vice Chair.

Sacramento Groundwater Authority (Sheehan)

No report.

San Juan Water District (All)

General Manager Straus informed the Board that staff is working diligently to prepare a Board presentation on the next generation water supply agreement, which he expects in the coming months.

Association of California Water Agencies (ACWA) (Dains)

No report.

ACWA Joint Powers Insurance Authority (JPIA) (Dains/Castruita)

No report.

City of Citrus Heights (Pieri)

Engineering Manager Pieri stated that staff is continuing to coordinate on the relocation of District facilities related to a handful of City of Citrus Heights projects. In addition, staff will be meeting with the City on potential changes in trench cut practices within the next month, and will report back based on the outcomes of the meeting.

Chamber of Commerce Government Issues Committee (Gordon/Meurer)

General Manager Straus stated that the Chamber Board Installation and Awards ceremony will take place this Friday night. The attire is business formal, and Management Services Supervisor/Chief Board Clerk Castruita will send an email with details. General Manager Straus informed the Board that no speech is needed for the awards. Instead, the Board should designate a representative to receive the award, and then the entire group will pose for a photo. The Board agreed by consensus to have Board President Riehle receive the award on behalf of the District.

RWA Lobbying Program Update (Gordon/Meurer)

Director Riehle stated that both he and General Manager Straus had a meeting last Friday with State Representative Ken Cooley, RWA Legislative Manager Adam Robin, and ACWA Deputy Executive Director Cindy Tuck concerning SB 623 and the proposed water tax to be collected by Water Districts. He recommended that the most effective thing that the District can do would be to significantly raise awareness on the issue with the general public.

General Manager Straus stated that staff will draft a resolution of opposition for consideration at the next Board meeting. He also stated that the Governor's Office and legislators favorable to the bill are expected to use the budget trailer process to bypass the normal legislative process, thereby cutting Representative Cooley's Rules Committee out of the process.

Board Member Dains recommended that staff draft a press release for issuance to community media in Citrus Heights as well as surrounding communities such as Lincoln, Rocklin, and Loomis. General Manager Straus stated that staff will generate a media distribution list to go with the resolution, and will include it as part of the staff report.

Other Reports

General Manager Straus stated that he recently had a meeting with a Federal lobbyist. There is a growing consensus that local projects might begin to get earmarked for federal funding in the near future, and if that does happen the District should be prepared to pursue this type of funding. General Manager Straus stated he will update the Board as he receives additional information, and that staff is looking for ways to raise the District's profile with local U.S. Congressman Ami Berra's office.

Water Efficiency Supervisor Meurer informed the Board that staff had designed a marketing campaign to increase the number of water efficiency audits provided to customers. The campaigning includes calls to targeted accounts with high usage, posts to the district Facebook account and updates on the District website. The program noted over 20 audits for the month of January, which is almost equal to the total number of audits given in 2017. Board President Riehle recommended that staff track the reduction of water use by customers following a water efficiency audit in order to track the program's effectiveness.

MANAGEMENT SERVICES REPORT:

Corporation Yard Safety Improvements Update

Engineering Manager/District Engineer Pieri provided an update on the status of the Corporation Yard Safety Improvements Construction Project currently under construction by PnP Construction, Inc. Construction support throughout the project is being provided by CHWD's construction manager, Domenichelli and Associates. Engineering Manager/District Engineer Pieri presented a PowerPoint presentation for the Board to examine the progress of the project.

Engineering Manager/District Engineer Pieri informed the Board that Verti-crete sound walls were installed around the project. She then discussed with the Board the potential for installing similar walls on the Corporation Yard's eastern border.

Meter Replacement Study Update

General Manager Straus and Water Efficiency Supervisor Muerer provided an update concerning the Meter Replacement Program. A draft Memorandum of Understanding (MOU) to formalize the business partnership among participating agencies has been circulated to all of the agencies' general managers and the RWA Executive Director. The proposed participating agencies are: Carmichael Water District, Orange Vale Water Company, Regional Water Authority (RWA), Sacramento

Suburban Water District, San Juan Water District, and Citrus Heights Water District. Once the MOU has been finalized and approved by all of the agencies' governing boards, work will resume on the advanced planning study RFP. The planning study RFP is about 85% complete.

Director Dains asked if Fair Oaks Water District has expressed interest in participating in the process. General Manager Straus stated that he has followed up with Fair Oaks Water District staff, who stated that they are not interested in participating at this time.

CORRESPONDENCE:

None.

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

Dates and locations of upcoming Regular Meetings of the Board of Directors were noted for the calendar.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:33 pm.

APPROVED:

CHRISTOPHER CASTRUITA
Deputy Secretary
Citrus Heights Water District

RAYMOND A. RIEHLE, President
Board of Directors
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

CC-2

JANUARY 2018

2018 REVENUE ANALYSIS

Outstanding Recievables

Aged Trial Balance					
Total,	Current	31-90	91-150	>150	Unapplied Current
926,118	722,708	79,086	6,422	204,907	(87,006)

General Ledger Balance	Total
Outstanding A/R	1,008,071
Outstanding Liens	0
Unclaimed Funds	5,544
Outstanding Grants	1,247
Less Unapplied Payments	(89,094)
Total	\$ 925,768

**ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR
January 31, 2018**

Board Of Directors
Citrus Heights Water District

Assessor/Collector Roll Adjustment		
January-18		
	Dollar	Count
DEFAULT		
One-Time Courtesy	\$ 45.97	9
Bankruptcy	\$ 2.46	1
DEFAULT Total	\$ 48.43	10
3-DAY DOOR HANG		
Lockbox Error	\$ 23.00	1
3-DAY DOOR HANG Total	\$ 23.00	1
DEPOSIT		
New Owner	\$ 450.00	2
InvoiceCloud Error	\$ 225.00	1
DEPOSIT Total	\$ 675.00	3
Grand Total	\$ 746.43	14

Pursuant to Policy No. 7315 the following charges have been cancelled.

Reason For Cancellation	Charge Type	Amount
Bankruptcy	DEFAULT	2.46
InvoiceCloud Error	DEPOSIT	225.00
Lockbox Error	3-DAY DOOR HANG	23.00
New Owner	DEPOSIT	225.00
New Owner	DEPOSIT	225.00
One-Time Courtesy	DEFAULT	5.66
One-Time Courtesy	DEFAULT	4.65
One-Time Courtesy	DEFAULT	5.74
One-Time Courtesy	DEFAULT	5.15
One-Time Courtesy	DEFAULT	6.87
One-Time Courtesy	DEFAULT	4.90
One-Time Courtesy	DEFAULT	5.00
One-Time Courtesy	DEFAULT	5.62
One-Time Courtesy	DEFAULT	2.38
		<u>746.43</u>
		<u>\$ 746.43</u>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
CITRUS HEIGHTS WATER DISTRICT**

CC-4A

Month of December 2017

Bank of the West			
Beginning Balance			\$5,395,903
RECEIPTS:		1,070,997.73	
DISBURSEMENTS:			
Checks Issued / ACH Payments	720,472		
Payroll	307,520		
Returned Checks	885		
	1,028,877.49		42,120
Bank of the West			
Balance per Bank December 30, 2017			5,438,023
Outstanding Checks			(91,301)
Deposit in Transit			64,965
Balance Per Books December 31, 2017			\$5,411,687
<hr/>			
RECONCILEMENT:			
Bank of the West			\$5,411,687
Local Agency Investment Fund			6,121,934
COP Reserve Account			535,411
Money Mkt Activity Account			530,717
TOTAL BALANCE			\$12,599,749

CASH & INVESTMENT SUMMARY:		
Bank of the West (General Account)		\$5,411,687
Local Agency Investment Fund		6,121,934
COP 2010 Reserve Account		535,411 *
Money Mkt Activity Account		530,717
Total		\$12,599,749

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	1.07%	16,524.65	10/13/2017

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. SOHAL, Treasurer



 HILARY M. STRAUS, Secretary

Signed: 02/13/18

* - The balance for the COP 2010 Reserve Account was originally reported as \$4,934. The correct balance is \$535,411.

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS
CITRUS HEIGHTS WATER DISTRICT**

CC-4B

Month of January 2018

Bank of the West
Beginning Balance \$5,438,023

RECEIPTS: 1,424,199

DISBURSEMENTS:

Checks Issued / ACH Payments 641,202
Payroll 379,415
Returned Checks 4,774

1,025,391 398,808

Bank of the West
Balance per Bank December 30, 2017 5,836,831

Outstanding Checks (37,864)
Deposit in Transit 37,201

Balance Per Books December 31, 2017 \$5,836,168

RECONCILEMENT:

Bank of the West \$5,836,168
Local Agency Investment Fund 6,140,520
COP Reserve Account 536,123
Money Mkt Activity Account 530,762

TOTAL BALANCE \$13,043,572

CASH & INVESTMENT SUMMARY:

Bank of the West (General Account) \$5,836,168
Local Agency Investment Fund 6,140,520
COP 2010 Reserve Account 536,123
Money Mkt Activity Account 530,762

Total \$13,043,572

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	1.20%	18,585.96	1/12/2018

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. SOHAL, Treasurer



HILARY M. STRAUS, Secretary

Signed: 02/13/2018

TREASURER'S REPORT OF FUND BALANCES
January 31, 2018

	Beginning Balance 01/01/2018	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 01/31/2018	2018 Target Balance per Policy
Operating Fund	\$ 3,634,963			\$ 1,424,199	\$ (1,025,391)	\$ 4,033,771	\$ 2,334,017
Operating Reserve	\$ 2,975,286					\$ 2,975,286	N/A
Rate Stabilization Fund	\$ 834,000					\$ 834,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,654,025					\$ 2,654,025	\$ 2,644,621
Restricted for Debt Service	\$ 536,963					\$ 536,963	N/A
Water Supply Reserve	\$ 200,000					\$ 200,000	N/A
Water Efficiency Reserve	\$ 150,000					\$ 150,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,025,000					\$ 1,025,000	N/A
Fleet Equipment Reserve	\$ 350,069					\$ 350,069	\$ 318,559
Employment-Related Benefits Reserve	\$ 256,862					\$ 256,862	\$ 864,229
	\$ 12,617,167	\$ -	\$ -	\$ 1,424,199	\$ (1,025,391)	\$ 13,015,975	


 SUSAN K. SOHAL, Treasurer

TREASURER'S REPORT OF FUND BALANCES
January 31, 2018

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,424,199	from funds collected in January 2018 per Treasurer's Report
	<u>\$ (1,025,391)</u>	disbursements made in January 2018 per Treasurer's Report
	\$ 398,808	

Citrus Heights Water District
Budget Performance Report
As of 1/31/2018

CC-06

	January Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$817,590.75	\$817,590.75	701,649.00	\$115,941.75	16.52%	8,419,792.00
Metered Water Deliveries	257,962.86	257,962.86	391,520.00	(133,557.14)	-34.11%	6,532,500.00
Penalties	17,841.31	17,841.31	8,990.00	8,851.31	98.46%	150,000.00
New Account, Fire & Backflow Fees	8,905.16	8,905.16	16,979.00	(8,073.84)	-47.55%	283,300.00
Miscellaneous *	7,437.41	7,437.41	8,391.00	(953.59)	-11.36%	140,000.00
Income - Wheeling Water	4,410.02	4,410.02	162.00	4,248.02	2622.23%	2,700.00
Total Revenue	1,114,147.51	1,114,147.51	1,127,691.00	(13,543.49)	-1.20%	15,528,292.00
*includes Assessments, Inclusions, Back Charges, Capacity Fee and other Miscellaneous Revenue Sources						
Operating Expenses						
Water Demand Management						
Water Demand Management - Postage			64.00	(64.00)	-100.00%	4,294.70
Water Demand Management - Printing	2,292.67	2,292.67	1,750.00	542.67	31.01%	19,315.00
Water Demand Management - Materials and Supplies			1,675.00	(1,675.00)	-100.00%	20,100.00
Water Demand Management - Contract Services	1,937.25	1,937.25	44,004.17	(42,066.92)	-95.60%	528,050.04
Water Demand Management - Other			1,868.75	(1,868.75)	-100.00%	22,425.00
Water Demand Management - Incentive Programs	1,950.00	1,950.00	1,640.00	310.00	18.90%	19,680.00
	6,179.92	6,179.92	51,001.92	(44,822.00)	-87.88%	613,864.74
Operations						
Purchased Water	516,526.00	516,526.00	256,692.17	259,833.83	101.22%	3,080,306.04
Cooperative Transmission Pipeline Maintenance			416.67	(416.67)	-100.00%	5,000.04
Power to Wells	8,117.41	8,117.41	12,451.52	(4,334.11)	-34.81%	149,418.24
Wells - Repair / Maintenance			2,166.67	(2,166.67)	-100.00%	26,000.04
Water Quality Analysis	1,452.00	1,452.00	2,727.67	(1,275.67)	-46.77%	32,732.04
Field Miscellaneous - Dump Fees			333.33	(333.33)	-100.00%	3,999.96
Small Tools - Field	290.78	290.78	4,166.67	(3,875.89)	-93.02%	50,000.04
Supplies - Field	1,135.54	1,135.54	2,083.33	(947.79)	-45.49%	24,999.96
Materials	35,059.51	35,059.51	1,666.67	33,392.84	2003.57%	20,000.04
Materials - CIP Contra	(24,519.32)	(24,519.32)		(24,519.32)	0.00%	
Roadbase	(403.75)	(403.75)	2,916.67	(3,320.42)	-113.84%	35,000.04
Maintenance Agreements - Equipment	1,472.92	1,472.92	1,240.99	231.93	18.69%	14,891.88
Maintenance Agreements - Software	5,864.30	5,864.30	11,327.62	(5,463.32)	-48.23%	135,931.44
Repair - Fleet Equipment	1,705.50	1,705.50	4,583.33	(2,877.83)	-62.79%	54,999.96
Repair - Tools and Equipment			1,250.00	(1,250.00)	-100.00%	15,000.00
Gas and Oil	3,200.31	3,200.31	4,250.00	(1,049.69)	-24.70%	51,000.00
Equipment Rental - Field	118.76	118.76	833.33	(714.57)	-85.75%	9,999.96
Equipment Rental & Maint - Office & Building Equip	1,314.92	1,314.92	1,698.50	(383.58)	-22.58%	20,382.00
Equipment CIP Contra Account	(32,536.94)	(32,536.94)		(32,536.94)	0.00%	
Permit Fee - Inspection Fees	168.22	168.22		168.22	0.00%	
Permit Fee - Air Quality / Haz Mat			533.33	(533.33)	-100.00%	6,399.96
Permit Fee - State Water Resources Control Board	(0.01)	(0.01)	6,217.92	(6,217.93)	-100.00%	74,615.04

Citrus Heights Water District
Budget Performance Report
As of 1/31/2018

CC-06

	January	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Permit Fee - Encroachment Permits	5,075.00	5,075.00	3,666.67	1,408.33	38.41%	44,000.04
	524,041.15	524,041.15	321,223.06	202,818.09	63.14%	3,854,676.72
Professional & Contract Services						
Professional / Contract Services - Engineering			47,500.00	(47,500.00)	-100.00%	570,000.00
Professional / Contract Services - Temporary Labor			4,166.67	(4,166.67)	-100.00%	50,000.04
Professional / Contract Services - Wells			12,083.33	(12,083.33)	-100.00%	133,045.63
Professional / Contract Services - Office Labor	2,001.60	2,001.60	1,666.67	334.93	20.10%	20,000.04
Professional / Contract Services - Meter Reading	8,374.43	8,374.43	9,360.00	(985.57)	-10.53%	112,320.00
Professional / Contract Services - Bill Print / Mail	2,380.55	2,380.55	2,500.00	(119.45)	-4.78%	30,000.00
Professional / Contract Services - Financial	(4,409.68)	(4,409.68)	6,750.00	(11,159.68)	-165.33%	81,000.00
Professional / Contract Services - Other	15,373.68	15,373.68	25,108.33	(9,734.65)	-38.77%	301,299.96
Contract Services - Concrete	2,407.45	2,407.45	666.67	1,740.78	261.12%	8,000.04
Contract Services - Misc Field / O&M	371.05	371.05	3,583.33	(3,212.28)	-89.65%	42,999.96
Contract Services - Office Repairs / Maint.	384.00	384.00	1,250.00	(866.00)	-69.28%	15,000.00
Contract Services - Paving	9,470.75	9,470.75	1,666.67	7,804.08	468.24%	20,000.04
	36,353.83	36,353.83	116,301.67	(79,947.84)	-68.74%	1,383,665.71
Administrative & General Services						
Janitorial	989.00	989.00	1,375.42	(386.42)	-28.09%	16,505.04
Bank Fees	1,274.27	1,274.27	6,073.33	(4,799.06)	-79.02%	66,909.63
Office Expense	1,281.58	1,281.58	1,416.67	(135.09)	-9.54%	17,000.04
Small Office Equipment	425.61	425.61	666.67	(241.06)	-36.16%	8,000.04
Dues & Subscriptions	9,927.50	9,927.50	11,927.42	(1,999.92)	-16.77%	143,129.04
Postage	10,451.91	10,451.91	9,916.67	535.24	5.40%	119,000.04
Printing			1,475.00	(1,475.00)	-100.00%	17,700.00
Telephone - Wireless	(1,082.50)	(1,082.50)	1,550.00	(2,632.50)	-169.84%	18,600.00
Telephone - Local / Long Distance	1,781.42	1,781.42	1,891.67	(110.25)	-5.83%	22,700.04
Telephone - Answering Service	282.35	282.35	208.33	74.02	35.53%	2,499.96
Utilities	1,450.77	1,450.77	2,691.67	(1,240.90)	-46.10%	32,300.04
Legal & Audit	863.96	863.96	27,166.67	(26,302.71)	-96.82%	326,000.04
Continued Education	3,577.75	3,577.75	8,582.50	(5,004.75)	-58.31%	94,533.50
Publication Notices	(2,021.41)	(2,021.41)	125.00	(2,146.41)	-1717.13%	1,500.00
Office Misc - District Events	77.85	77.85	902.50	(824.65)	-91.37%	10,800.00
Office Misc - Meeting Accomodations	508.13	508.13	791.67	(283.54)	-35.82%	9,500.04
Office Misc - Other	1,969.29	1,969.29	183.33	1,785.96	974.18%	2,199.96
Office Misc - Milestone Events			541.67	(541.67)	-100.00%	6,500.04
Computer Software			308.33	(308.33)	-100.00%	3,699.96
	31,757.48	31,757.48	77,794.52	(46,037.04)	-59.18%	919,107.41
Administration Other						
Election Expense			2,958.33	(2,958.33)	-100.00%	35,499.96
Directors Meeting Compensation	1,450.00	1,450.00	1,725.00	(275.00)	-15.94%	20,700.00
Retiree Healthcare Benefit	3,220.68	3,220.68	4,211.08	(990.40)	-23.52%	50,532.96
	4,670.68	4,670.68	8,894.41	(4,223.73)	-47.49%	106,732.92
Salary and Benefits						
Salary - Office	31,728.42	31,728.42	55,729.76	(24,001.34)	-43.07%	668,757.12

Citrus Heights Water District
Budget Performance Report
As of 1/31/2018

CC-06

	January	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Salary - Water Demand Management	18,054.64	18,054.64	20,914.77	(2,860.13)	-13.68%	250,977.24
Salary - Field / O&M	105,860.89	105,860.89	115,328.83	(9,467.94)	-8.21%	1,383,945.96
Salary - Proj Mgmt & Engineering	28,352.17	28,352.17	31,083.73	(2,731.56)	-8.79%	373,004.76
Salary - Managers	51,998.80	51,998.80	53,236.58	(1,237.78)	-2.33%	638,839.00
Standby Duty	1,095.00	1,095.00	80.00	1,015.00	1268.75%	16,525.00
Employee Benefit - Vision Insurance	1,561.64	1,561.64	815.75	745.89	91.44%	9,789.00
Employee Benefit - Dental Insurance	6,794.74	6,794.74	4,000.00	2,794.74	69.87%	48,000.00
Employee Benefit - Health Insurance	36,858.94	36,858.94	34,812.99	2,045.95	5.88%	417,755.88
Employee Benefit - PERS Retirement	18,241.24	18,241.24	64,895.06	(46,653.82)	-71.89%	778,740.72
Employee Benefit - Social Security	13,293.02	13,293.02	16,770.73	(3,477.71)	-20.74%	201,248.76
Employee Benefit - Medicare	3,109.00	3,109.00	3,922.19	(813.19)	-20.73%	47,066.28
Employee Benefit - Unemployment Insurance	3,832.48	3,832.48	700.00	3,132.48	447.50%	8,400.00
Employee Benefit - Health Insurance Reimbursement	1,146.40	1,146.40	2,500.00	(1,353.60)	-54.14%	30,000.00
Employee Benefit - CA Emp Training	159.70	159.70		159.70	0.00%	
GASB 68 - Pension Expense	30,046.58	30,046.58		30,046.58	0.00%	
Employee Salary and Benefits - Allocation to CIP	(44,502.57)	(44,502.57)		(44,502.57)	0.00%	
	255,632.29	255,632.29	351,553.81	(95,921.52)	-27.29%	4,234,210.72
Insurance						
Insurance - Liability & Comprehensive			7,083.33	(7,083.33)	-100.00%	84,999.96
Insurance - Disability & Life	4,386.65	4,386.65	2,947.42	1,439.23	48.83%	35,369.04
Insurance - Workers Compensation			5,250.00	(5,250.00)	-100.00%	63,000.00
	4,386.65	4,386.65	15,280.75	(10,894.10)	-71.29%	183,369.00
Debt Related Expenses						
Bad Debt Expense			416.67	(416.67)	-100.00%	5,000.04
Debt Service - COP Series 2010	(20,896.88)	(20,896.88)	47,333.33	(68,230.21)	-144.15%	567,999.96
Debt Service - COP Series 2012	7,469.27	7,469.27		7,469.27	0.00%	
	(13,427.61)	(13,427.61)	47,750.00	(61,177.61)	-128.12%	573,000.00
Total Operating Expenses	849,594.39	849,594.39	989,800.14	(140,205.75)	-14.17%	11,868,627.22
Net Income / (Expense)	264,553.12	264,553.12	(989,800.14)	1,254,353.26	-126.73%	(11,868,627.22)

Project Number	Project Name	BUDGET				COMMITMENTS	AMOUNTS PAID			PROJECTION
		Project Forecast Budget	Expenditures to 12/2017	Remaining Budget	2018 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2019 Forecast
C15-102	Corporation Yard Improvements	\$2,632,325	\$1,593,598	\$1,038,727	\$0	\$0	\$284,678	\$284,678	\$1,878,277	
C15-130	Poplar Ave 14 Trans Main	\$152,335	\$95,192	\$57,143	\$0	\$0	\$2,204	\$2,204	\$97,396	
C15-133	Higland Ave and Rosa Vista	\$396,487	\$35,334	\$361,153	\$0	\$0	\$10	\$10	\$35,344	
C15-137	C-Bar-C Pressure Control	\$550,000	\$0	\$550,000	\$250,000	\$0	\$0	\$0	\$0	
C16-131	Wind Way and Longwood Way	\$327,158	\$7,785	\$319,373	\$305,154	\$0	\$0	\$0	\$7,785	
C16-134	Auburn Blvd-Rusch Park Placer	\$166,357	\$0	\$166,357	\$157,880	\$0	\$0	\$0	\$0	
C16-142	Sunrise Bl Streetscape Ph 2	\$50,000	\$450	\$49,550		\$0	\$0	\$0	\$450	
C18-101	Stock Ranch Res. Svc Replcmnts	\$662,653	\$0	\$662,653	\$607,432	\$0	\$0	\$0	\$0	
Construction in Progress		\$4,937,315	\$1,732,359	\$3,204,956	\$1,320,466	\$0	\$286,892	\$286,892	\$2,019,252	\$0
C18-010	Water Main Replacements	\$64,888	\$0	\$64,888	\$59,897	\$0	\$0	\$0	\$0	
C18-011	Water Valve Replacements	\$144,200	\$0	\$144,200	\$135,428	\$0	\$6,188	\$6,188	\$6,188	
C18-012	Water Service Connections	\$850,000	\$0	\$850,000	\$823,750	\$0	\$54,278	\$54,278	\$54,278	
C18-013	Water Meter Replacements	\$107,000	\$0	\$107,000	\$98,083	\$0	\$12,447	\$12,447	\$12,447	
C18-014	Fire Hydrants	\$154,500	\$0	\$154,500	\$150,787	\$0	\$21,104	\$21,104	\$21,104	
Annual Infrastructure		\$1,162,888	\$952,556	\$210,332	\$59,897	\$0	\$21,885	\$21,885	\$974,441	0
C15-104B	Document Management System	\$250,000	\$5,361	\$244,639	\$120,000	\$0	\$0	\$0	\$5,361	
C17-004A	Server Upgrade	\$100,000	\$18,190	\$81,810		\$0	\$0	\$0	\$18,190	
C18-003	Fleet/Field Operations Equip	\$287,500	\$0	\$287,500	\$287,500	\$0	\$0	\$0	\$0	
C18-004	Technology Hardware/Software	\$35,000	\$0	\$35,000	\$35,000	\$0	\$0	\$0	\$0	
Fleet and Equipment		\$672,500	\$23,551	\$648,949	\$442,500	\$0	\$0	\$0	\$23,551	0
C15-101	Fairway 12" & 8" Intertie	\$19,690	\$1,217	\$18,473	\$0	\$0	\$1,109	\$1,109	\$2,325	
C15-109	Blossom Hill Way 6" & 10" Inte	\$22,015	\$0	\$22,015		\$0	\$0	\$0	\$0	
C15-110	Crestmont Ave 6" Intertie	\$19,980	\$0	\$19,980		\$0	\$0	\$0	\$0	
C15-132	Graham Cir and Circuit Dr	\$570,984	\$30,268	\$540,716	\$524,048	\$0	\$1,561	\$1,561	\$31,829	
C17-100	24in Oak at C-Bar-C to Arcade	\$2,100,000	\$0	\$2,100,000	\$500,000	\$0	\$0	\$0	\$0	\$750,000
C17-101	Pleasant View Dr-Oak to Poppy	\$499,231	\$6,549	\$492,682	\$460,130	\$0	\$0	\$0	\$6,549	
C17-102	Michigan Dr - Sunrise to West	\$249,258	\$1,289	\$247,969	\$231,005	\$0	\$147	\$147	\$1,436	

Project Number	Project Name	BUDGET			COMMITMENTS	AMOUNTS PAID			PROJECTION	
		Project Forecast Budget	Expenditures to 12/2017	Remaining Budget	2018 Budget	Open Commitments	Month to Date	Year to Date	Project to Date	2019 Forecast
C18-102	Thunderhead Cir 8in Main Rplc	\$665,842	\$0	\$665,842	\$292,049	\$0	\$0	\$0	\$0	\$349,456
C18-103	Cologne Way 6in Main Replace	\$242,384	\$0	\$242,384	\$116,345	\$0	\$0	\$0	\$0	\$116,343
C18-104	Quiet Oak Ln 8in Main Oak S	\$121,011	\$0	\$121,011	\$58,085	\$0	\$0	\$0	\$0	\$58,085
C18-105	Old Auburn Rd Dafodil Wooddale	\$0	\$0	\$0		\$0	\$0	\$0	\$0	
Water Mains		\$4,510,395	\$39,323	\$4,471,072	\$2,181,662	\$0	\$2,817	\$2,817	\$42,139	\$1,273,884
C17-103	Operations Building Remodel	\$1,475,000	\$19,010	\$1,455,990	\$1,300,000	\$0	\$0	\$0	\$19,010	
C18-005	Facilities Improvements	\$125,000	\$0	\$125,000	\$115,385	\$0	\$0	\$0	\$0	
C18-040	Other City Partnerships	\$300,000	\$0	\$300,000	\$275,000	\$0	\$0	\$0	\$0	
C18-041	Other Infrastructure Projects	\$103,000	\$0	\$103,000	\$94,417	\$0	\$0	\$0	\$0	
Miscellaneous Projects		\$2,003,000	\$19,010	\$1,983,990	\$1,784,801	\$0	\$0	\$0	\$19,010	0
C17-104	Groundwater Well Property Acq	\$890,000	\$123,943	\$766,057	\$0	\$0	\$4,190	\$4,190	\$128,133	
C18-020	Groundwater Well Improvements	\$100,000	\$0	\$100,000	\$100,000	\$0	\$0	\$0	\$0	
C18-106	Groundwater Well #7	\$796,860	\$0	\$796,860	\$382,493	\$0	\$0	\$0	\$0	\$382,493
Wells		\$1,786,860	\$123,943	\$1,662,917	\$482,493	\$0	\$4,190	\$4,190	\$128,133	\$ 382,493
Grand Totals:		\$17,328,495	\$3,518,224	\$13,810,271	\$7,468,841	\$0	\$411,457	\$411,457	\$3,929,681	\$1,656,377

JANUARY 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64734	Kaiser Foundation Health Plan, Inc	Health Insurance	\$19,021.38
64735	J4 Systems	Contract Services-Other	\$1,216.25
64736	A. Teichert & Son, Inc.	Road Base	\$1,929.27
64737	Indoor Environmental Services	Maintenance Agreement-Equipment	\$652.00
64738	Rosie M Carmassi Trust	Customer Refund	\$66.82
64739	Jeannie M Langley	Customer Refund	\$256.11
64740	Patrick D/Florenda Quinn	Customer Refund	\$18.97
64741	Edmond T Van Bebber	Customer Refund	\$20.97
64742	Brian J Sullivan	Customer Refund	\$875.59
64743	Anna J Gooch	Customer Refund	\$89.64
64744	Scott A/Alison M Felt	Customer Refund	\$21.42
64745	Robert/Helen Fournier	Customer Refund	\$31.31
64746	Eric J/Stacie A Surowiak	Customer Refund	\$32.30
64747	Radican Trust	Customer Refund	\$10.81
64748	M R/M Cabak Trust	Customer Refund	\$218.19
64749	Karen Palomares	Customer Refund	\$10.88
64750	Rafia Mustafa/Sohail Siddiqi	Customer Refund	\$90.86
64751	Jonathan R Smith	Customer Refund	\$10.32
64752	Nichole Rezabeck	Customer Refund	\$60.35
64753	Citrus Heights Test Only Smog	Customer Refund	\$32.50
64754	Ralph H/Trudi M Tucker	Customer Refund	\$10.85
64755	Lesley E/Michael Hall	Customer Refund	\$145.22
64756	Brittany/Christopher Wesely	Customer Refund	\$34.51
64757	Yideli Intl Trading Inc	Customer Refund	\$131.07
64758	Dottco Inc	Customer Refund	\$6.27
64759	Next Generation Capital	Customer Refund	\$136.55
64760	AFLAC	Employee Paid Insurance	\$238.56
64761	Alexander's Contract Services	Contract Services-Meter Read	\$2,386.42
64762	AREA Restroom Solutions	Equipment Rental-Field	\$118.76
64763	Backflow Distributors Inc	Small Tools	\$170.00
64764	Bart/Riebess Auto Parts	Repair-Trucks	\$340.91
64765	Betty Ann Bertoglio	Contract Services-Miscellaneous	\$3,000.00
64766	California Landscape Associates Inc	Janitorial	\$200.00
64767	City of Citrus Heights	Permit Fees	\$5,000.00
64768	Robin Cope	Health Insurance	\$422.30
64769	Cybex	Equipment Rental-Office	\$149.21
64770	Dawson Oil Company	Gas & Oil	\$911.13
64771	Domenichelli and Associates, Inc	Contract Services-Engineering	\$5,430.00
64772	Express Office Products Inc	Office Expense	\$74.84
64773	Government Finance Officers Association	Dues & Subscriptions	\$150.00
64774	Golden State Flow Measurement, Inc	Material	\$1,544.27
64775	Indoor Environmental Services	Maintenance Agreement-Equipment	\$213.14
64776	J4 Systems	Contract Services-Other	\$3,927.50
64777	Kei Window Cleaning #12	Janitorial	\$94.00
64778	Kiwanis of Citrus Heights	Continued Education	\$452.00
64779	Moonlight BPO	Contract Services-Bill Print	\$7,115.69
64780	One Print Source & Graphics	Printing	\$229.83
64781	PNP Construction, Inc	Contract Services-Engineering	\$226,589.00
64782	Republic Services #922	Utilities	\$620.78
64783	Regional Government Services	Contract Services-Other	\$598.75
64784	River City Staffing Group	Contract Services-Water Conservation	\$2,289.60
64785	SMUD	Utilities	\$11,644.08
64786	Sonitrol	Equipment Rental-Office	\$168.56
64787	Borey Swing	Continued Education	\$218.50
64788	State Water Resources Control Board	Dues & Subscriptions	\$70.00

JANUARY 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64789	The Lincoln National Life Insurance Company	Disability & Life Insurance	\$6,226.16
64790	Titan Workforce LLC	Contract Services-Temporary Labor	\$2,110.50
64791	Warren Consulting Engineers Inc	Contract Services-Engineering	\$8,625.00
64792	US Bank I.M.P.A.C. Government Services	Continued Education	\$8,882.03
64793	A-1 Mobile Window Tinting	Contract Services-Office Repair/Mainte	\$327.00
64794	Regional Water Authority	Dues & Subscriptions	\$9,000.00
64795	A-1 Mobile Window Tinting	Contract Services-Office Repair/Mainte	\$384.00
64796	Christopher E Hall	Customer Refund	\$56.30
64797	Istvan J Vargas	Customer Refund	\$25.94
64798	William C/Jeanne A McMaster	Customer Refund	\$56.47
64799	LM BALL PROPERTIES LLC	Customer Refund	\$33.01
64800	Mark D Zoeller	Customer Refund	\$100.41
64801	Barbara S Holland	Customer Refund	\$127.03
64802	Elizabeth L Witchel	Customer Refund	\$6.21
64803	Robert E/Susan E Smeja	Customer Refund	\$16.84
64804	Mark T Spitzer	Customer Refund	\$221.00
64805	Suzanne Meade	Customer Refund	\$136.03
64806	Eric J/Stacie A Surowiak	Customer Refund	\$165.58
64807	Betty L Dapper	Customer Refund	\$13.45
64808	Glen R/Dorothy Williams	Customer Refund	\$27.99
64809	Anastasia M Hoang	Customer Refund	\$267.63
64810	Cheryl D Smith	Customer Refund	\$211.15
64811	Shaun C Randolph	Customer Refund	\$60.00
64812	Minerva Properties Inc	Customer Refund	\$56.97
64813	Nick Flores	Customer Refund	\$1,726.78
64814	Martin Schwinger	Customer Refund	\$31.36
64815	Marsha M Pallanck	Customer Refund	\$21.37
64816	GPS Construction	Customer Refund	\$1,621.41
64817	ABA DABA Rentals & Sales	Supplies-Field	\$168.16
64818	Alexander's Contract Services	Contract Services-Meter Read	\$2,021.41
64819	All American Publishing	Contract Services-Water Conservation	\$409.00
64820	AnswerNet	Telephone-Answering Service	\$282.35
64821	Bart/Riebes Auto Parts	Repair-Trucks	\$301.82
64822	Burketts	Office Expense	\$425.61
64823	CirclePoint	Contract Services- Water Conservation	\$7,760.25
64824	Citrus Heights Chamber of Commerce	Continued Education	\$455.00
64825	Consolidated	Telephone-Local/Long Distance	\$1,731.68
64826	Dawson Oil Company	Gas & Oil	\$714.94
64827	Employee Relations Inc	Contract Services-Other	\$86.60
64828	Express Office Products Inc	Office Expense	\$122.93
64829	FP Mailing Solutions	Equipment Rental-Office	\$173.10
64830	Global Machinery West	Repair-Trucks	\$253.31
64831	Integrity Administrators Inc	Health Insurance	\$291.12
64832	Safa E Kaddis	Customer Refund	\$98.52
64833	KBA DOCUSYS	Equipment Rental-Office	\$464.52
64834	KBA Docusys Inc	Equipment Rental-Office	\$342.63
64835	Luhdorff & Scalmanini	Contract Services-Wells	\$1,656.80
64836	OCT Academy	Continued Education	\$390.00
64837	Pace Supply Corp	Material	\$432.94
64838	Pacific Gas & Electric	Utilities	\$219.60
64839	Placer County Department of Public Works	Permit Fees	\$75.00
64840	Planning Partners Inc	Contract Services-Wells	\$1,203.96
64841	Protection One Alarm Monitoring	Equipment Rental-Office	\$140.00
64842	River City Staffing Group	Contract Services- Water Conservation	\$2,865.60
64843	RW Trucking	Contract Services-Miscellaneous	\$786.25

JANUARY 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
64844	Les Schwab Tires	Repair-Trucks	\$554.85
64845	SureWest Directories	Telephone-Local/Long Distance	\$49.74
64846	State Water Resources Control Board	Dues & Subscriptions	\$140.00
64847	TriFresh Technologies, Inc.	Wells Maintenance	\$70.11
64848	Villara Corporation	Equipment Rental-Office	\$1,441.69
64849	Manuel Duena	Toilet Rebate Program	\$162.00
64850	Alan M/Linda M Phillips	Customer Refund	\$28.14
64851	Marco A/Domingo M Marin	Customer Refund	\$82.30
64852	Casimir N/Millicent L David	Customer Refund	\$270.94
64853	Sylvia K Molina	Customer Refund	\$629.70
64854	Ted A Baden	Customer Refund	\$107.46
64855	Annemarie M Viault	Customer Refund	\$13.97
64856	David/Susan Schutz	Customer Refund	\$319.66
64857	Sam Q Phung	Customer Refund	\$97.22
64858	Hayat Badra	Customer Refund	\$58.64
64859	David/Donna Lazier	Customer Refund	\$185.33
64860	Michael T/Courtney Oneill	Customer Refund	\$39.04
64861	San Juan Properties LLC	Customer Refund	\$74.61
64862	Michael A/Susan M Norton	Customer Refund	\$310.16
64863	Alexander's Contract Services	Contract Services-Meter Read	\$1,860.64
64864	AREA Restroom Solutions	Equipment Rental-Field	\$118.76
64865	Avalon Custodial Care	Janitorial	\$695.00
64866	CA-NV AWWA	Dues & Subscriptions	\$180.00
64867	BSK Associates	Water Analysis	\$1,476.00
64868	Cappo	Dues & Subscriptions	\$260.00
64869	City of Citrus Heights	Permit Fees	\$3,359.00
64870	Cogsdale	Contract Services-Other	\$1,349.40
64871	Corelogic Information Solutions Inc	Dues & Subscriptions	\$200.00
64872	Corix Water Products, Inc	Material	\$6,339.29
64873	County of Sacramento - Clerk	Publication Notices	\$40.00
64874	Golden State Flow Measurement, Inc	Material	\$312.48
64875	Grainger	Small Tools	\$23.37
64876	Ferguson Enterprises Inc #1423	Material	\$2,887.70
64877	Hach Company	Wells Maintenance	\$344.76
64878	Hansen Software Corporation	Maintenance Agreement-Software	\$400.00
64879	John Tony David	Field Miscellaneous	\$500.00
64880	Kaiser Foundation Health Plan, Inc	Health Insurance	\$21,516.35
64881	Liebert Cassidy Whitmore	Legal & Audit	\$5,189.50
64882	Maze & Associates	Legal & Audit	\$5,675.00
64883	Mitch's Certified Classes	Continued Education	\$600.00
64884	Moonlight BPO	Contract Services-Bill Print	\$6,284.56
64885	Regional Government Services	Contract Services-Other	\$2,923.75
64886	RH Davis & Co. LTD	Contract Services-Engineering	\$1,850.00
64887	Sophos Solutions	Contract Services-Other	\$6,652.00
64888	Thomson Reuters	Dues & Subscriptions	\$62.50
64889	Titan Workforce LLC	Contract Services-Temporary Labor	\$1,622.25
64890	Verizon Wireless	Telephone-Wireless	\$1,217.01
64891	Voyager Fleet Systems Inc	Gas & Oil	\$1,563.42
64892	WaterWise Consulting, Inc	Contract Services- Water Conservation	\$4,550.00
TOTAL			\$448,597.26
ACH	INVOICE CLOUD DECEMBER 2017	Bank Fee	\$3,225.65
ACH	PAYCHEX DECEMBER 2017	Contract Services-Other	\$381.00
ACH	WELLS FARGO COP DEBT	Bank Fee	\$124,859.90
ACH	INVOICE CLOUD AUGUST 2017	Bank Fee	\$3,400.60

JANUARY 2018 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	DECEMBER 2017	Bank Fee	\$1,728.36
ACH	DECEMBER 2017 FD	Bank Fee	\$119.98
ACH	DECEMBER 2017 WB	Bank Fee	\$87.98
ACH	DECEMBER 2017 PH	Bank Fee	\$117.98
ACH	FEBRUARY 2018 HEALTH	Health Insurance	\$15,153.38
ACH	JANUARY 2018 GASB 68	PERS	\$30,046.58
ACH	CHASE BANK JANUARY 2018	Bank Fee	\$1,825.27
ACH	INVOICE CLOUD SEPT 2017	Bank Fee	\$4,116.70
ACH	VALIC 1/11/18 PAYDAY	Deferred Compensation	\$3,004.50
ACH	VALIC 1/25/18 PAYDAY	Deferred Compensation	\$3,004.50
ACH	VANCO DEC 2017	Contract Services-Other	\$30.28
ACH	VOYA 1/11/18 PAYDAY	Deferred Compensation	\$25.00
ACH	PERS 1/11/18 PAYDAY	PERS	\$16,297.68
ACH	VOYA 1/25/18 PAYDAY	Deferred Compensation	\$25.00
ACH	PERS 1/25/18 PAYDAY	PERS	\$25,048.05
TOTAL			\$232,498.39
GRAND TOTAL			\$681,095.65

February Checks Approved at February Board Meeting

64939	ACWA/JPIA	Workers Comp Insurance	\$19,494.12
64940	Best Best & Krieger	Legal & Audit	\$16,157.34
64941	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving	\$35,961.65
64942	Domenichelli and Associates, Inc	Contract Services-Engineering	\$8,759.75
64943	Ferguson Enterprises Inc #1423	Material	\$15,219.69
64944	PNP Construction, Inc	Contract Services-Engineering	\$265,780.00
64945	San Juan Water District	Purchased Water	\$627,164.80
64946	SMUD	Utilities	\$9,381.43
64947	SWRCB	Dues & Subscriptions	\$46,457.05
TOTAL			\$1,044,375.83

US BANK - CAL-Card Distributions
January 2018

CC-09

TOTAL BILL

54210	54200-03	54231-02	54241-01	54241-02	54242	54243-02	54250-01	56200	56230	56250-01	56830	56890-01	56890-02	56890-03
Tools	Misc Field	Main Agree Software	Repair Truck	Repair - Equip/Hardware	Gas & Oil	Rental-Field	Permit Fees	Office Exp	Postage	Telephone	C.E.	Office Misc, District Event	Mtg Accom	Office Misc, Other

Dietrich	\$ 35.43	35.43														
Gordon	\$ 65.98			65.98												
Hensley	\$ 225.28	190.21								35.07						
Shockley	\$ 4,293.63							61.12	135.45	40.68	1,745.75	87.85	398.78	1,824.00		
Spiers	\$ 922.18	255.35						557.48					109.35			
Sohal	\$ 1,923.25		1,770.00											153.25		
Straus	\$ 7.50															7.50
	\$ 7,473.25	290.78	190.21	1,770.00	65.98	-	-	-	-	618.60	170.52	40.68	1,745.75	87.85	508.13	1,984.75
2018																

V#: 1/22/2018

Citrus Heights Water District
 2018 Staff Training Courses/Seminars/Conferences
 as of 2/12/2018

Date	Days	Topic	Organizing Agency	Location	Attendee	Total Expenses	Registration	Hotel	Air/Travel	Car rental	Meals	Parking/Taxi/ phone
1/8-1/12/18	4	Cappo Conference	Cappo	Palm Springs	Beth Shockley	835.45		428.18		261.45	105.82	40.00
5/8-5/11/18	4	CityWorks Conference	City Works	Salt Lake City	Tim Cutler	667.05		468.09	198.96			
2/20-2/23/18	3	CSMFO	CSMFO	Riverside, CA	Alberto Preciado	282.96			282.96			
2/25-2/28/18	3	LCW Annual Conference	LCW	San Francisco	Hilary Straus	525.00	525.00					
2/25-2/28/18	3	LCW Annual Conference	LCW	San Francisco	Susan Sohal	525.00	525.00					
1/29-2/1/18	4	Esri Conference 2018	ESRI	San Diego, CA	Borey Swing	1,320.30		942.16		49.45	278.69	50.00
1/29-2/1/18	4	Esri Conference 2018	ESRI	San Diego, CA	Tamar Dawson	1,224.60		942.16		23.25	259.19	
5/8-5/11/18	4	ACWA Spring Conference	ACWA	Sacramento, CA	David Gordon	699.00	699.00					
5/8-5/11/18	4	ACWA Spring Conference	ACWA	Sacramento, CA	Hilary Straus	699.00	699.00					
5/8-5/11/19	5	ACWA Spring Conference	ACWA	Sacramento, CA	Missy Pieri	699.00	699.00					
7/8/7/12/18	4	Esri User Conference	Esri	San Diego, CA	Borey Swing	218.96			218.96			
6/11-6/14/18	3	AWWA Annual Conference	AWWA	Las Vegas, NV	Kelly Drake	1,306.96	980.00		326.96			
6/10-6/14/18	4	AWWA Annual Conference	AWWA	Las Vegas, NV	Tamar Dawson	1,404.96	1090.00		314.96			
6/10-6/14/18	4	AWWA Annual Conference	AWWA	Las Vegas, NV	Rex Meurer	1,213.96	910.00		303.96			
6/10-6/14/18	4	AWWA Annual Conference	AWWA	Las Vegas, NV	Missy Pieri	1,404.96	1090.00		314.96			
Grand Total						13,027.16						

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS January 17, 2018 MEETING

SUBJECT : Employee Recognition
 STATUS : Information Item
 REPORT DATE : February 8, 2018
 PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk

The following District employees were recognized for perfect attendance during December 2017, and outstanding customer service and quality of work during the month of January 2018.

Administration & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Castruita	Yes	Assisted Water Efficiency unit with IT issues on short notice.	
Brady Chambers	Yes	Worked off-hours for a late night shutdown at a local retailer in order to fix a zero read meter.	
Kelly Drake	Yes	Worked off-hours for a late night shutdown at a local retailer in order to fix a zero read meter.	
Mersadez Hogan		Customer complimented service she received, including her understanding attitude and courteous demeanor regarding a water bill that she did not receive from the post office.	For helping to get shut offs completed on time due to shortage of staff.
Dana Mellado		Customer complimented service she received, including her understanding attitude and courteous demeanor regarding a water bill that she did not receive from the post office. She stated Dana was very informative regarding the process of setting up a new account.	For stepping in and assisting while a co-worker was out on leave.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Rex Meurer	Yes		
Alberto Preciado	Yes		
Beth Shockley		For helping others figure out the travel reimbursement forms and catching errors on reports.	For stepping in and assisting while a co-worker was out on leave.

Engineering Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson	Yes		
Neil Tamagni	Yes		Performed inspection during off-hours on the District's capital improvement project.

Operations Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
James Buford		Customer complimented service he provided while responding to turn her water back on after being on the "shut off" list for non-payment. She stated James was very calm and did a great job of explaining why she needed to complete the re-establishment form.	Assisted standby with an emergency water service repair.
Tim Cutler	Yes		
James Ferro	Yes		

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Jarrett Flink			Assisted standby with an emergency water service repair.
Gil Garcia	Yes		
Mike Mariedth	Yes		
Chris Nichols	Yes		
Nick Spiers	Yes		

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
FEBRUARY 21, 2018 BOARD MEETING**

SUBJECT : LONG RANGE AGENDA
 STATUS : Consent/Information Item
 REPORT DATE : February 15, 2018
 PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk
 Madeline Henry, Management Services Specialist/Deputy Board Clerk

OBJECTIVE:

Listed below is the current Long Range Agenda.

Legend	
S	Study Session
CC	Consent Calendar
P	Presentation
B	Business
PH	Public Hearing
CL	Closed Session

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
March 21, 2018					
March 21, 2018		457-B Deferred Compensation	Castruita	B	A
March 21, 2018		Potential Litigation- 1 Case	Gordon/Anderson/Hensley	CL	A
March 21, 2018		Purchase of Property	Nelson/Gordon/Hensley	CL	A
April 18, 2018					
April 18, 2018		CEQA/Neg. Dec. for Well Site No. 7	Gordon/Hensley	PH	A
April 18, 2018		Award of Contract: Graham and Circuit 8" Water Main	Pieri	CC	A
April 18, 2018		Agreement for Asset Management Software	Pieri	B	A
April 18, 2018		Potential Litigation- 1 Case	Anderson/Gordon/Hensley/ Sohal/Pieri/Straus	CL	I/D
April 18, 2018		Purchase of Property	Nelson/Gordon/Hensley	CL	A
May 16, 2018					
May 16, 2018		Poster Contest Presentation	Meurer	P	I/D
May 16, 2018		GSA/GSP Update	Gordon	P	I/D
May 16, 2018		Audit/CAFR Review	Preciado/Sohal	B	A
May 16, 2018		Strategic Plan Quarterly Update	Castruita	B	A
May 16, 2018		Negotiation of Property	Pieri/Nelson	CL	I/D
June 7, 2018					
June 7, 2018	Special Board Meeting	Strategic Planning Session	Straus/Castruita/Henry	S	I/D
June 20, 2018					
June 20, 2018		Approval of Land Exchange Agreement	Pieri/Nelson	B	A
June 20, 2018		Approval of 2019 Strategic Plan	Sohal/Castruita	B	A
June 20, 2018		Resolution Calling for November Election	Castruita	B	A
July 18, 2018					
July 18, 2018		Mid-Year Budget Review	Sohal	B	A
July 18, 2018	Finance Corporation Meeting	Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Sohal	B	A
August 15, 2018					
August 15, 2018		Budget Rate Model Options Workshop	Sohal	P	I/D
September 19, 2018					
September 19, 2018		Refined Budget Options/Prop 218 Direction	Sohal/Straus	B	A
October 17, 2018					
October 17, 2018		Misc. Charges and Fees - Proposed	Sohal	B	A
November 14, 2018					
November 14, 2018		Cost-of-Living Adjustment to Salary Schedule, Retiree Insurance Benefits, and Directors' Compensation	Castruita	B	A
November 14, 2018		Results of District Elections	Castruita	B	A
December 5, 2018					
December 5, 2018	Special Board Meeting	Operating and Capital Budgets	Straus/Sohal/Dietrich/Gordon	PH	A
December 5, 2018	Special Board Meeting	Water Rates, Charges & Fees	Straus/Sohal	PH	A
December 5, 2018	Special Board Meeting	Capacity Fees	Straus/Sohal	PH	A
December 19, 2018					
December 19, 2018		SGMA Implementation/GSA Development	Gordon/Anderson	P	I/D
December 19, 2018		Committee Assignments	Castruita	B	A
December 19, 2018		District Officers	Castruita	B	A
December 19, 2018		Selection of President and Vice President	Castruita	B	A

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT
 STATUS : Consent/Information Item
 REPORT DATE : February 5, 2018
 PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

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

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Engineering Manager and Project Manager	On-going	Yes, 10/18/17 (Award of Contract)	Yes	2017-2018 Master plan for replacement of mains installed in 1960-1985.	Asset Inventory in progress. Customer Advisory Committee (CAC) Swearing-In is scheduled for the 02/21/18 Board Meeting. Additional CAC meeting dates are being developed.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard Safety Improvements Project	Engineering	Engineering Manager, Project Manager and Senior Construction Inspector	On-going	TBD	Yes	2017 design and construction of Vacuum Spoils Disposal, Wash Station, Materials Storage, and Safety and Efficiency Upgrades.	Board approved contract on 07/24/17. Notice to proceed started 08/10/17. Vehicle Wash Building steel erection complete. Material Storage Building steel erection complete. Roof installation in progress. 90% Complete.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Engineering Manager and Project Manager	On-going	TBD	Yes	2017-18 Master plan for office space requirements through 2040.	Project is currently on hold due to other priorities. Plan is to start work again in first half of 2018.
CAPITAL IMPROVEMENT PROJECT Highland Ave & Rosa Vista Ln 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, 01/17/18 (Award of Contract)	Yes	2017 design and construction.	Award of Contract occurred at the 01/17/18 Board Meeting. Preconstruction meeting scheduled for 02/12/18.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Graham Cir and Circuit Dr 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, 01/17/18 (Con Bid Pkg Req)	Yes	2017 design, 2018 construction.	Anticipate putting project out to bid the week of 02/12/18.
CAPITAL IMPROVEMENT PROJECT Wind Way and Longwood Way 8" Water Mains	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	75% Plans received from Engineer on 02/05/18. Potholing anticipated in February 2018.
CAPITAL IMPROVEMENT PROJECT Pleasant View Drive 8" Water Main	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/30/17. Engineer preparing preliminary plans.
CAPITAL IMPROVEMENT PROJECT Michigan Drive 8" & 6" Water Mains	Engineering	Assistant Engineer and GIS Specialist	On-going	Yes, TBD	Yes	2017 design, 2018 construction.	Survey completed on 11/03/17. Received Preliminary Plans from Engineer on 12/08/17.
CAPITAL IMPROVEMENT PROJECT Mesa Verde High School 14" T-Main	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Operations staff water main installation.	Project complete. Perform project close out.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Road East Side Wall	Engineering	Project Manager and Assistant Engineer	On-going	Yes, TBD	No	Wall along the east side of District property.	New Item. We anticipate this project being included in the 2019 CIP. Begin communication with SJUSD during Q1 2018.
PRIVATE DEVELOPMENT Northridge Grove - 5555 Mariposa Ave 47 Condominiums	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	95% Complete.	Valve boxes installed and paving completed 02/04/17. District to schedule cost share meeting.
PRIVATE DEVELOPMENT Commercial Building Remodel - 5414-50 Sunrise Blvd	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	Private development.	Project and punch list items complete except for easements.
PRIVATE DEVELOPMENT Louis-Orlando Bus Transfer Point - Louis Ln at Orlando Ave	Engineering	Senior Construction Inspector	On-going	Yes, TBD	No	City of Roseville Bus Transfer Station.	Project complete. Perform project close out.
PRIVATE DEVELOPMENT Meier Estates - North Sims Way 7 lot Subdivision	Engineering	Engineering Manager and Senior Construction Inspector	On-going	Yes, TBD	No	7 lot subdivision by developer.	Project complete. Perform project close out.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Dignity Health Building - 7115 Greenback Ln	Engineering	Engineering Manager and Senior Construction Inspector	On-going	Yes, TBD	No	Medical office building by developer.	On-site water mains installed and tested. Portions of demolition of existing water facilities complete.
PRIVATE DEVELOPMENT 3 lot Residential Subdivision - 5648-5696 San Juan Ave	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	3 lot subdivision.	No update.
PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Drive	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	No	200-300 unit development by Watt Communities.	Project under Environmental Review. District sent Land Exchange Memorandum of Understanding on 02/01/18. Engineer preparing improvement plans.
PRIVATE DEVELOPMENT Mariposa Creek Subdivision - Antelope Road	Engineering	Engineering Manager and Senior Construction Inspector	On-going	No	No	15 lot subdivision located on Antelope Road.	Preconstruction meeting occurred on 01/25/18. District reviewing project submittals.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Citrus Place Subdivision	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	7 lot subdivision located near Wachtel Way & Talbot Way.	Sent Will Serve letter on 09/13/17. Responded to Engineer's questions on 11/02/17.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Reviewed plans and provided comments 09/28/17. Fire flow analysis request submitted on 02/05/18.
PRIVATE DEVELOPMENT 8027 Holly Dr - Parcel Split 1 - 3	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Parcel being split into 3 for 3 home subdivision.	Tentative parcel map received 08/21/17. Will Serve letter sent 08/29/17. 95% plans received on 02/01/18.
PRIVATE DEVELOPMENT Sunrise Blvd 5437-5439 - Sunrise Village Retail Center - Parcel Split	Engineering	Engineering Manager and Assistant Engineer	On-going	TBD	No	Parcel being split into 3 for individual sales that previously occurred.	Sent comments to City on 09/13/17.
PRIVATE DEVELOPMENT 7601 Sunrise Blvd The Human Bean	Engineering	Assistant Engineer and Senior Construction Inspector	On-going	No	No	Commercial Development.	District signed plans on 12/21/17. Awaiting Preconstruction Meeting.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 6920 Auburn Blvd Stock Ranch Plaza - Parcel 11	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Received easement information on 11/30/17. Meeting with Architect on 02/07/18.
PRIVATE DEVELOPMENT 7766 Auburn Blvd Quick Slice	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Commercial Development.	Sent comments to City on 11/27/17. Awaiting Final Plans for review.
CITY OF CITRUS HEIGHTS PROJECT City Drainage Project	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Highland Ave, Wonder St, Dana Butte Way, and Sunhill Dr Storm Drain Project.	Anticipate bid and start of construction in Spring 2018. "B" Plans sent back 08/21/17 with comments. Coordinating utility conflicts.
CITY OF CITRUS HEIGHTS PROJECT Sunrise Blvd Complete Streets Phase 2A (C16-142)	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along west side of Sunrise from Sayonara to north and storm drain improvements.	Project out to bid. Attended pre-bid meeting on 01/04/18. City to prepare an addendum to include water revisions.

Items of Interest	Department	Project Team	Date	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase III	Engineering	Engineering Manager and Assistant Engineer	On-going	Yes, TBD	Yes	Frontage improvements along west side of Mariposa Ave from Northridge to Eastgate.	Received signed utility agreement. Anticipate bid and start of construction in Q2.
CALIFORNIA DEPT OF TRANSPORTATION Weigh Station at I-80 & Antelope	Engineering	Engineering Manager and Assistant Engineer	On-going	No	No	Weigh station and off-ramp Improvements.	Sent water facility maps and as-builts to Engineer on 11/20/17.
Annexations	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting to be scheduled in March/April 2018.
Easements	Engineering	Engineering Manager, Project Manager and Assistant Engineer	2018	Yes, TBD	Yes	Strategic Planning Item.	Scoping meeting scheduled for 03/07/18.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 BOARD MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT
 STATUS : Consent/Information Item
 REPORT DATE : February 1, 2018
 PREPARED BY : David M. Gordon, Operations Manager
 Tim Cutler, Water Distribution Supervisor

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Current Mth	Year to Date		Current Mth	Year to Date
Backflow Maintenance	0	0	C18-010 Water Mainline	0	0
Blow Off Maintenance	0	0	C18-011 Water Valves	2	2
Hydrant Maintenance	29	29	C18-012 Water Services	21	21
Leak Investigation	2	2	C18-013 Water Meters	17	17
Mainline Repair/Maintenance	1	1	C18-014 Fire Hydrants	3	3
Meter Box Maintenance	3	3	TOTAL	43	43
Meter Register Replacement	19	19	Water Quality		
Meter Repair/Test/Maintenance	1	1	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 90 samples were collected with no positive results.</i>		
Pot Hole Work	0	0			
Water Service Repair/Locate	0	0			
Valve, Mainline Maintenance	68	68			
Valve Box Maintenance	0	0			
TOTAL	123	123			

**CITRUS HEIGHTS WATER DISTRICT
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS
FEBRUARY 21, 2018 BOARD MEETING**

SUBJECT : 2018 WATER SUPPLY - PURCHASED & PRODUCED
 STATUS : Consent/Information Item
 REPORT DATE : February 5, 2018
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor
 David M. Gordon, Operations Manager

OBJECTIVE:

Report on annual water supply including comparison with prior years and current 5 - 10% voluntary reduction policy.

Month	2013	2014	2015	2016	2017	2018				Year-to-Date Comparison to 2013	
	Total Water Monthly					Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
	acre feet					acre feet				acre feet	%
Jan	602.52	602.39	570.05	539.60	506.81	481.10	50.28	531.38	531.38	-71.14	-11.8%
Feb	606.36	450.96	511.52	484.53	443.99						
Mar	819.55	612.20	725.95	517.56	546.60						
Apr	1,029.73	737.30	761.02	677.81	575.52						
May	1,603.43	1,190.07	869.08	979.49	1,138.72						
Jun	1,816.73	1,548.66	1,065.10	1,343.76	1,412.94						
Jul	2,059.21	1,622.10	1,184.95	1,544.57	1,650.76						
Aug	1,924.28	1,477.49	1,188.18	1,579.80	1,570.80						
Sep	1,509.82	1,275.11	1,069.78	1,257.91	1,441.76						
Oct	1,297.42	1,030.74	918.67	840.80	1,128.97						
Nov	911.55	682.48	589.6	561.82	631.55						
Dec	700.94	563.15	519.57	518.62	574.43						
Total	14,881.54	11,792.65	9,973.47	10,846.27	11,622.85	481.10	50.28	531.38	531.38		
						90.54%	9.46%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : WATER SUPPLY RELIABILITY
STATUS : Consent/Information Item
REPORT DATE : February 5, 2018
PREPARED BY : David M. Gordon, Operations Manager
 Brian Hensley, Water Resources Supervisor

OBJECTIVE:

Receive status report on surface water supplies available to the Citrus Heights Water District (District).

BACKGROUND AND ANALYSIS:

As of February 1, 2018, storage in Folsom Lake (Lake) was at 581,972 acre-feet, 60 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 36,696 acre-feet in the past month.

The District's total water use during the month of January 2018 (531.38 acre-feet) was 12 percent below that of January 2013 (602.52 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, Mitchell Farms, Skycrest, and Sylvan, are operational and used on a rotational or as-needed basis.

CITRUS HEIGHTS WATER DISTRICT

WATER EFFICIENCY SUPERVISOR REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 REGULAR MEETING

SUBJECT : WATER EFFICIENCY PROGRAM UPDATE
 STATUS : Consent/Information Item
 REPORT DATE : February 5, 2018
 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 January 2018 include:

- 27 ultra-low-flush toilet (ULFT) rebates were processed for the month of January. A total of \$2,025.00 in rebates were issued for January.
- To better align with SMUD's schedule for reporting monthly numbers, staff will begin reporting HECW rebates on a quarterly basis beginning April 2018.
- 25 water waste calls were received during the month of January. No reports of water waste were received through CHWD's Drought Resources web page.
- The Safety Committee and Management Services staff developed a Bloodborne Pathogen Plan, and a Traffic Control/Flagger Plan. Staff will incorporate the Plans into the current Injury Illness Prevention Program (IIPP).
- The Safety Committee and Robin Flint, Joint Powers Insurance Association's (JPIA's) Senior Risk Management Advisor, are working together on updating the District's Emergency Response Plan.
- In November 2017, The SWRCB released a revised draft of the proposed permanent prohibitions on wasteful and unreasonable water uses. In response to previous public comments received before the 12/26/17 response deadline, the SWRCB initiated an additional 15-day public comment period which began on 01/31/18. Written comment letters regarding further revisions are due 02/14/18. On behalf of its members, RWA will be submitting a response letter during the current comment period ending 02/14/18. The SWRCB currently intends to consider adoption of the permanent prohibition regulations at their 02/20/18 meeting.
- Staff began a telephone outreach campaign promoting the District's free Irrigation Efficiency Reviews. WaterWise Consulting is working with staff to contact many of CHWD's high water use customers. The calls are currently reaching out to CHWD's single-family customers. Due to this effort, a total of 14 additional Irrigation Efficiency Reviews were generated and completed for the month of January. A total of 40 Irrigation Efficiency Reviews have been completed since the outreach campaign began in December 2017.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD to date:

Month	R-GPCD 2017	R-GPCD 2018	% CHANGE
January	75	77	+0.03
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Below is a recap of the region's overall water saving in December 2017 as compared to 2013.

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Dec. 2017 Reduction	January - Dec. 2017 Reduction
Del Paso Manor Water District	41.4%	21.1%
Sacramento Suburban WD	32.2%	18.9%
San Juan Water District	29.5%	24.4%
Elk Grove Water District	28.4%	19.7%
California American Water	24.6%	24.5%
Orange Vale Water Company	23.9%	25.1%
Fair Oaks Water District	23.0%	21.9%
Rancho Murieta CSD	22.7%	17.2%
Carmichael Water District	19.9%	20.4%
City of Woodland	18.2%	23.9%
El Dorado Irrigation District	18.2%	18.0%
Citrus Heights Water District	18.0%	21.9%
City of Sacramento	17.4%	22.8%
City of West Sacramento	17.1%	20.9%
City of Lincoln	16.1%	15.3%
City of Roseville	15.5%	17.4%
Rio Linda/Elverta CWD	15.4%	19.5%
Golden State Water Company	13.3%	19.5%
City of Yuba City	12.8%	17.7%
City of Folsom	8.8%	9.3%
City of Davis	8.5%	19.6%
Placer County Water Agency	6.8%	10.5%
Sacramento County Water Agency	-1.6%	14.2%
Average	18.7%	19.3%
Minimum	-1.6%	9.3%
Maximum	41.4%	25.1%

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : INVESTMENT OF DISTRICT FUNDS POLICY
 STATUS : Action Item
 REPORT DATE : January 31, 2018
 PREPARED BY : Josh Nelson, Assistant General Counsel
 Susan K. Sohal, Administrative Services Manager

OBJECTIVE:

Review and consider amendments to District Policy No. 6300, Investment of District Funds.

BACKGROUND AND ANALYSIS:

Section 6300.90 of the District's investment policy specifies that the policy shall be reviewed, modified as necessary and re-adopted or amended at least annually. The policy was last reviewed by the Board on March 14, 2017. A copy of the Policy with a proposed amendment accompanies this staff report for review.

The Policy has been reviewed by District staff and by District Assistant General Counsel Josh Nelson. Assistant General Counsel Nelson's regular review covers the existing Policy and the current California Government Code Sections related to public agency investments.

For this year's review, Assistant General Counsel Nelson reports minor changes to correct the cross references to the regulations included in Government Code (GC). Additional edits were made within Policy as noted:

Policy	Description
6300.10	Language was updated from Government Code Section 53600.3.
6300.50.H.1	This sections incorporates the provisions of Government Code Section 53601.8 into the policy. Section 53601.8 does not include the federally licensed branch of a foreign bank in its list of available investments. These investments are permitted by GC 53601(i)
6300.50.H.6	This sunset language was based on the fact that section 53601.8 was initially set to sunset in 2012. It has been extended by the Legislature. Funds may be invested in this program after 2012, currently set to expire in 2021, however this does not need to be reflected in the policy.
6300.50.H.11	The current sunset date does not need to be included in the policy.
6300.50.K	The deleted language was confusing and duplicative. This subsection allows two types of investments: (1) mutual funds and (2) money market funds. This District is compliant as long as

Policy	Description
	one of the two types of investments are met.

These changes are recommended to keep the language in the District Policy consistent with language contained in the Government Code.

The District’s requirement within its Investment Policy to perform an annual review exceeds requirements of the California Government Code. The Code requirement to perform annual review of investment policies was removed in 2006, and the District could choose to remove or amend the annual review requirement set forth in Investment Policy. District staff is not recommending any change to the annual review requirement.

RECOMMENDATION:

Amend District Policy No. 6300, Investment of District Funds with the amendment as presented which include updates to cross references to the Government Code and edits within the policy as noted:

Policy	Description
6300.10	Language was updated from Government Code Section 53600.3.
6300.50.H.1	This sections incorporates the provisions of Government Code Section 53601.8 into the policy. Section 53601.8 does not include the federally licensed branch of a foreign bank in its list of available investments. These investments are permitted by GC 53601(i)
6300.50.H.6	This sunset language was based on the fact that section 53601.8 was initially set to sunset in 2012. It has been extended by the Legislature. Funds may be invested in this program after 2012, currently set to expire in 2021, however this does not need to be reflected in the policy.
6300.50.H.11	The current sunset date does not need to be included in the policy.
6300.50.K	The deleted language was confusing and duplicative. This subsection allows two types of investments: (1) mutual funds and (2) money market funds. This District is compliant as long as one of the two types of investments are met.

ATTACHMENTS:

- 1) Proposed Policy 6300 – Investment of District Funds

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : FISCAL MANAGEMENT
POLICY TITLE : INVESTMENT OF DISTRICT FUNDS
POLICY NUMBER : 6300
DATE ADOPTED : MARCH 5, 1985
DATE AMENDED : ~~MARCH~~ FEBRUARY 214, 20187
AMENDMENTS : (1) MARCH 5, 1996; (2) FEBRUARY 4, 1997; (3) MARCH 2, 1999;
(4*) JANUARY 18, 2000; (5) JANUARY 16, 2001; (6) FEBRUARY 5, 2002;
(7) JANUARY 7, 2003; (8) JANUARY 13, 2004; (9) JANUARY 11, 2005;
(10*) FEBRUARY 14, 2006; (11) FEBRUARY 13, 2007; (12*) FEBRUARY 12, 2008;
(13*) FEBRUARY 10, 2009; (14*) FEBRUARY 9, 2010; (15*) MARCH 8, 2011;
(16) FEBRUARY 14, 2012; (17) FEBRUARY 12, 2013; (18) FEBRUARY 11, 2014;
(19*) MARCH 10, 2015; (20) March 8, 2016; (21) March 14, 2017

*re-adopted without change

6300.00 PURPOSE

This fiscal management policy is intended to provide a policy and guidelines for the District's Treasurer or his/her designee for the prudent and suitable investment of funds and monies of the District without regard to source. The ultimate goal is to enhance the economic status of the District while protecting its funds.

The District's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the District to invest operating and reserve funds to the fullest extent possible. The District shall attempt to obtain the highest yield, provided that all investments first meet the criteria established for safety and liquidity.

Funds not included in this policy include deferred compensation funds.

6300.10 DEFINITION AND PROVISION OF THE GOVERNMENT CODE

The Board of Directors and Officers authorized to make investment decisions on behalf of the District investing public funds pursuant to the California Government Code Sections 53600 et seq. and 53630 et seq. are trustees and therefore fiduciaries subject to the prudent investor standard. As an investment standard, any investment shall be made as if it is one which would be purchased by a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency using the same discretion and intelligence that a person would use in managing his/her own affairs and certainly not for speculation.

6300.20 AUTHORITY

The investment policies and practices of the District are based upon compliance with federal, State and local law and prudent money management. Investments will be in compliance with governing

provisions of law (California Government Code Sections 53600 et seq. and 53630 et seq. as amended) and this policy. This policy shall take precedence when more restrictive than the California Government Code.

6300.21 The Board of Directors delegates for a one-year period the day-to-day management of the District's investments to the Treasurer, subject to the conditions of this policy. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of documentation and reporting pursuant to Section 6300.70.

6300.30 ETHICS AND CONFLICTS OF INTEREST

Directors and Officers involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

6300.35 PRUDENCE

Investments shall be made in the context of the "Prudent Investor" rule, which states that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The District Treasurer, involved in the investment process, acting in accordance with this Investment of District Funds Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

6300.40 OBJECTIVES

6300.41 Safety of Principal - Safety of principal is the primary objective of the District. Each investment transaction shall seek to preserve the principal of the portfolio, whether from institutional default, broker-dealer default or erosion of market value of securities. The District shall seek to preserve principal by mitigating the following two types of risk:

A. Credit Risk - Credit risk, defined as the risk of loss due to failure of an issuer of a security, shall be mitigated by investing in only very safe institutions and by diversifying the investment of District funds so that the failure of any one issuer would not unduly harm the District's cash flow.

B. Market Risk - The risk of market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the weighted average maturity of the District's invested funds to three (3) years. It is explicitly recognized herein, however, that in a diversified portfolio, occasional measured losses are inevitable, and must be considered within the context of the overall investment return.

6300.42 Liquidity - Liquidity is the second most important objective. Investments shall be made whose maturity dates are compatible with cash flow requirements and which can be easily and rapidly converted into cash without substantial loss of value.

6300.43 Return on Investment - Investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal, liquidity, and without undue risk.

6300.50 AUTHORIZED INVESTMENTS

District investments are governed by the California Government Code, Sections 53600 et seq. and 53630 et seq. Within the context of these Sections the following investments are authorized.

A. Local Agency Investment Fund - The District may invest in the Local Agency Investment Fund (LAIF) established by the California State Treasurer and created by Section 16429.1 through 16429.4 of the Government Code for the benefit of local agencies up to the maximum permitted by the LAIF Governing Board.

B. Securities of the U.S. Government and its Agencies - United States Treasury Bills, Notes, Bonds, or Certificates of Indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the District funds which can be invested in this category as they are all safe and liquid. Purchases may not have a term remaining to maturity in excess of five (5) years. (GC 53601(b) and 53631(a)5)

C. State of California Obligations - Registered State Warrants or Treasury Notes or Bonds of this State or any of the other 49 United States, as defined in Government Code 53601(c), (d), 53651 ~~and pursuant to 53635.2.~~

D. Local Agency Obligations - Obligations issued by any local agency, as defined by the Government Code, within the State. Obligations may be bonds, notes, warrants, or other evidences of indebtedness, as defined in Government Code 53601(ed), 53651 ~~and pursuant to 53635.2.~~

E. U.S. Agencies - Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. (GC 53601(fe) and 5365135.2).

F. Banker's Acceptances - Bankers acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of banker's acceptances may not exceed 180 days' maturity or 40 percent of the District's money that may be invested pursuant to this section. However, no more than 30 percent of the District's money may be invested in the banker's acceptances of any one commercial bank pursuant to this section. (GC 53601(gf) and 5365135.2)

G. Prime Commercial Paper - Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation.
 - (b) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (c) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical rating organization.
- (2) The entity meets the following criteria:
 - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (b) Has program-wide credit enhancements including, but not limited to, over-collateralization, letters of credit, or surety bond.
 - (c) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.
- (3) Eligible commercial paper shall have a maximum maturity of 270 days or less; and
 - (a) No more than 40 percent of the District's money may be invested in eligible commercial paper.
 - (b) No more than 10 percent of the District's money that may be invested pursuant to this section may be invested in the outstanding commercial paper of any single issuer.

H. Investment of Surplus Funds in Deposits - Notwithstanding Section 53601 or any other provision of California Government Code, the District, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit. The following conditions shall apply:

- (1) The District shall choose a nationally or State chartered commercial bank, savings bank, savings and loan association, or credit union in this State, ~~or~~ [\(effective January 1, 2012\) a federally licensed branch of a foreign bank](#) to invest the funds, which shall be known as the "selected" depository institution.
- (2) The selected depository institution may use a private sector entity to help place District deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, and are within the network used by the private sector entity for this purpose.

- (3) Any private sector entity used by a selected depository institution to help place District deposits shall maintain policies and procedures requiring both of the following:
 - (a) The full amount of each deposit placed pursuant to subdivision (2) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (b) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.
- (4) The selected depository institution shall serve as a custodian for each such deposit.
- (5) On the same date that the District's funds are placed pursuant to subdivision (2) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal initially deposited through the selected depository institution pursuant to subdivision (2).

~~(6) The District may not invest surplus funds with a selected depository institution for placement as certificates of deposit pursuant to Government Code Section 53601.8 on or after January 1, 2012. The District's surplus funds, invested pursuant to this section before January 1, 2012, may remain invested in certificates of deposit issued through a private sector entity for the full term of each certificate of deposit.~~

- ~~(67)~~ Notwithstanding Government Code Section 53601.8 subdivisions (a) to (e), inclusive, a credit union shall not act as a selected depository institution under Government Code Sections 53601.8 or 53635.8 unless both of the following conditions are satisfied:
 - (a) The credit union offers federal depository insurance through the National Credit Union Administration.
 - (b) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally-insured credit unions in one or more certificate of deposit placement services and affirming that the monies held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

- ~~(78)~~ The deposits placed pursuant to Government Code Sections 53601.8 and 53635.8 shall not, in total, exceed thirty (30) percent of the District's funds that may be invested for this purpose:

(89) Purchases of certificates of deposit pursuant to Government Code Sections 53601.8 and 53635.8 shall not, in total, exceed thirty (30) percent of the District's funds that may be invested for this purpose.

(490) Excluding purchases of certificates of deposit pursuant to Government Code Sections 53601.8, no more than ten (10) percent of the District's funds that may be invested for this purpose may be submitted, pursuant to subdivision (2), to any one private sector entity that assists in the placement of deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States, for the District's account.

~~(11) Government Code Section 53601.8 shall remain in effect only until January 1, 2021. As of that date, Government Code Section 53601.8 will be repealed, unless a later enacted California statute that is enacted before January 1, 2021 deletes or extends that time.~~

I. Certificates of Deposits and Time Deposits - The District may invest in non-negotiable time deposits collateralized in accordance with the Uniform Commercial Code, in those banks and State and federal associations which meet the requirements for investment in negotiable certificates of deposit (NCD). When conditions so warrant, the first \$100,000 of collateral security for such deposits can be waived if the financial institution is insured pursuant to federal and State law.

J. Medium-Term Corporate Notes - Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five (5) years or less issued by corporations organized and operating within the United States or by a depository institutions licensed by the United States or any State and operating within the United States. Notes eligible for investment shall be rated "A" or better by a nationally recognized statistical rating organization. No more than 30-percent of the District's invested funds may be invested in medium-term notes. (GC 53601(kj) and 53635.2)

K. Mutual Funds/Money Market Mutual Funds - ~~Shares of beneficial interest issued by diversified management companies, otherwise known as mutual funds, investing in the securities and obligations authorized by subdivisions (a) to (j), inclusive, or subdivisions (m) or (n) of Government Code Section 53601 and that comply with the investment restrictions of this article and the Government Code commencing with Section 53630.~~ To be eligible for investment pursuant to this subdivision, these funds shall meet the following conditions in either paragraph 1 or paragraph 2:

1. Shares of beneficial interest issued by diversified management companies (otherwise known as mutual funds) that invest in the securities and obligations as authorized by subdivisions (a) to (kj), inclusive, or (m) ~~or to (ng)~~, inclusive of Government Code Section 53601 and that comply with the investment restrictions of Government Code Sections 53600 et seq. and Sections 53630 et seq. However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a

primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily. To be eligible for investment pursuant to this subdivision (K)(1), the companies must have either:

- (a) Retained an investment adviser registered with the Securities and Exchange Commission with not less than five (5) years' experience investing in securities and obligations and authorized by subdivisions (a) to (k), inclusive, (m) ~~to~~ ~~(n)~~, inclusive, of Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000); or
 - (b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations.
2. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.). To be eligible for investment pursuant to this subdivision (K)(2), the companies must either have:
- (a) Retained an investment adviser registered with the Securities Exchange Commission with not less than five (5) years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000); or
 - (b) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) nationally recognized statistical rating organizations.
3. The purchase price of shares of mutual funds and money market mutual funds purchased pursuant to this subdivision (K) shall not include any commission that the companies may charge and shall not exceed 20 percent of the District's funds that may be invested pursuant to Government Code Section 53601. Further, no more than 10 percent of the District's investment funds may be invested in shares of beneficial interest of any one mutual fund.

L. Mortgage Pass-through Securities - Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five (5) years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized statistical rating organization and rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization. Purchase of securities authorized by this subdivision may not

exceed 20 percent of the District's invested funds. (GC 53601 (q#) and 53635.2)

M. Joint Powers Authority - Shares of beneficial interest issued by a Joint Powers Authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in Government Code 53601 subdivisions (a) to (q#), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the Joint Powers Authority. To be eligible under this section, the Joint Powers Authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in Government Code Section 53601 subdivisions (a) to (q#), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000) (GC 53601 (p#)).

N. Passbook Deposits - Savings account(s) shall be maintained for amounts under \$250,000 as a source of funds for immediate use if required for selective commercial accounts. Savings account deposits may exceed the specified amount for periods not to exceed 45 days in anticipation of payment of monthly accounts payable.

O. Supranationals - United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The maximum remaining maturity for these obligations must be five (5) years or less, and they must be eligible for purchase and sale within the United States. In addition, these investments must be rated "AA" or better by at least two Nationally Recognized Statistical Ratings Organizations (NRSROs) and not exceed 30 percent of the District's portfolio.

6300.51

NON-COMPLIANCE WITH AUTHORIZED INVESTMENTS

Investments which were obtained prior to adoption of this policy which are not now in compliance with said policy may be held until maturity pursuant to Government Code Section 53601.6 (b). Reporting of said non-compliant investments shall be made per Section 6300.70.

6300.55

DESIGNATION OF DEPOSITORY

The Board of Directors shall, by Resolution, and in accordance with Government Code Section 53600 et seq. and 53630 et seq., designate depositories for funds of the District. A State or federal credit union may not be designated as a depository for District funds if a member of the Board of Directors or any person with investment decision making authority for the District serves on the Board of Directors, any committee appointed by the Board of Directors, or the credit committee or

supervisory committee of the State or federal credit union.

As far as possible, all money belonging to, or in the custody of the District, including money paid to the Treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in State or national banks, savings associations, federal associations, credit unions, or federally insured industrial loan companies in this State, selected by the Treasurer or other official having legal custody of the money; or may be invested in the investments set forth in Section 53601. To be eligible to receive District money, a bank, savings association, federal association, or federally insured industrial loan company shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code. Sections 53601.5 and 53601.6 shall apply to all investments that are acquired pursuant to this section (GC 53635.2).

6300.60 SAFEKEEPING OF SECURITIES

To protect against potential losses caused by collapse of individual securities dealers, all securities may be delivered against payment and shall be kept in safekeeping pursuant to Government Code Section 53608. Depositories having custody of the District's funds, securities, and other investment instruments shall be directed to forward copies of verification of such deposits in accordance with policies consistent with generally accepted reporting procedures of depositories. In no case shall funds be wired or transmitted in any manner to brokers.

6300.70 REPORTING REQUIREMENTS

Under provisions of California Government Code Section 53646 and 53607, the Treasurer shall render a monthly report to the District's Board of Directors and General Manager. The report shall include the type of investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District, and shall additionally include a description of any of the District's funds, investments or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the District, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

In the report, a subsidiary ledger of investments may be used in accordance with generally accepted accounting practices.

The Treasurer shall report whatever additional information or data may be required by the District's Board of Directors.

For District investments that have been placed in the Local Agency Investment Fund, created by Government Code Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the Treasurer may supply to the District's Board of Directors and General Manager the most recent statement or statements received by the District from these institutions in lieu of the information regarding the type of

investment, issuer, date of maturity, par value and the dollar amount invested in all securities, investments and monies held by the District as previously cited.

The monthly Treasurer's report shall state compliance of the portfolio with this Investment of District Funds Policy, or manner in which the portfolio is not in compliance. The report shall include a statement denoting the ability of the District to meet its expenditure requirement for the next six months or an explanation as to why sufficient monies will not or may not be available.

6300.90

INVESTMENT POLICY REVIEW

This policy governing Investment of District Funds shall be reviewed, modified as necessary and re-adopted or amended at a public meeting of the Board of Directors annually or more frequently if necessary.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE THE 2016-17 ON-CALL CONCRETE RESTORATION SERVICES AS COMPLETE

STATUS : Action Item

REPORT DATE : February 6, 2018

PREPARED BY : David M. Gordon, Operations Manager
Tim Cutler, Water Distribution Supervisor

OBJECTIVE:

Consider adoption of Resolution 02-2018 for the 2016-17 On-Call Concrete Restoration Services performed throughout the Citrus Heights Water District's service area, and authorize execution and recording of a Notice of Completion for the project.

BACKGROUND AND ANALYSIS:

On June 27, 2016, the Citrus Heights Water District (the District) executed an agreement with Central Valley Engineering & Asphalt, Inc. for on-call concrete restoration services within the District's service area. The on-call concrete restoration is the final surface trench restoration completed after the District performs improvements and repairs to the District's infrastructure. The on-call concrete restoration project provides dependable sidewalk, curb and gutter, facility protection, and trench maintenance above critical water infrastructure within the District's service area, and ensures safe travel for vehicular and pedestrian traffic.

The original contract amount was bid at \$13.35 per square-foot for concrete flatwork restoration, and \$55.00 per linear-foot of concrete curb and gutter restoration. A total number of five (5) Notices to Proceed were issued to the contractor for the project. The total amount invoiced by the contractor to date, is \$72,228.55 for materials, labor and equipment.

RECOMMENDATION:

Adopt Resolution 02-2018 for the 2016-17 On-Call Concrete Restoration Services performed throughout the District's service area, and authorize the District Secretary to execute and record a Notice of Completion for the project.

ATTACHMENT:

- 1) Resolution 02-2018 for 2016-17 On-Call Concrete Restoration Services
- 2) Notice of Completion for 2016-17 On-Call Concrete Restoration Services

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

**Resolution 02-2018 for 2016-17 On-Call Concrete
Restoration Services**

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 02-2018

RESOLUTION OF THE BOARD OF DIRECTORS
ACCEPTING 2016-17 ON-CALL CONCRETE RESTORATION SERVICES

WHEREAS, on June 27, 2016 a contract was fully executed between the Citrus Heights Water District (the District) and Central Valley Engineering & Asphalt, Inc. for on-call concrete restoration services; and

WHEREAS, Central Valley Engineering & Asphalt, Inc. has completed the work for the 2016-17 On-Call Concrete Restoration Services performed within the District's service area in accordance with the contract and specifications documents prepared by the District, pursuant to a final inspection on December 28, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Citrus Heights Water District that the 2016-17 On-Call Concrete Restoration Services performed within the District's service area is accepted as complete.

BE IT FURTHER RESOLVED that the District Secretary is authorized to execute a Notice of Completion for the 2016-17 On-Call Concrete Restoration Services and to have said Notice recorded with the Office of the Recorder of Sacramento County.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 21st day of February, 2018 by the following vote, to wit:

AYES: Directors: Sheehan, Riehle, Dains
NOES: Directors:
ABSTAIN: Directors:
ABSENT: Directors:

SEAL

RAYMOND RIEHLE, President
Board of Directors
Citrus Heights Water District

ATTEST:

CHRISTOPHER CASTRUITA, Chief Board Clerk
Citrus Heights Water District

ATTACHMENT 2

Notice of Completion for 2016-17 On-Call Concrete
Restoration Services

RECORDED AT THE REQUEST OF
OWNER AND RETURN TO:

CITRUS HEIGHTS WATER DISTRICT
P.O. BOX 286
CITRUS HEIGHTS, CA 95611-0286

NO FEE FOR RECORDING
(Government Code Section 6103)

Space above for Recorders use only

NOTICE OF COMPLETION FOR
2016-17 ON-CALL CONCRETE RESTORATION SERVICE

1. *Project Name:* 2016-17 On-Call Concrete Restoration Services
2. *Prime Contractor:* Central Valley Engineering & Asphalt, Inc.
3. *Date of Contract:* June 27, 2016
4. *Date of Completion:* January 26, 2017
5. *Project Site Locations:* The Project was performed throughout the Citrus Heights Water District (District) Service Area. The District Service Area is within four local jurisdictions which include the City of Citrus Heights, Sacramento County, Placer County and the City of Roseville.
6. *Description of Work or Materials Furnished:* The Scope of Work for this Project consists of furnishing, traffic control, and permits, all materials, labor, equipment, fuel, tools, transportation and services for on-call concrete repairs. The on-call concrete restoration is the final surface trench restoration completed after the District performs improvements and repairs to the District's infrastructure. The on-call concrete restoration project provides dependable sidewalk, curb and gutter, facility protection, and trench maintenance above critical water infrastructure within the District's service area, and ensures safe travel for vehicular and pedestrian traffic.
7. *Owner's Property Interest in Site is:* vendee under contract
8. *Owner:* Citrus Heights Water District, 6230 Sylvan Rd, Citrus Heights, CA 95610
9. *Signature for Owner:* _____
Hilary M. Straus, General Manager/Secretary
Citrus Heights Water District

VERIFICATION

I hereby verify, under the penalty of perjury, that Hilary M. Straus who signed the foregoing Notice of Completion and that the facts and contents therein are true and correct to the best of my knowledge.

DATE: February 21, 2018

Christopher Castruita, Management Services
Supervisor/Chief Board Clerk
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENT WITH B & M BUILDERS, INC FOR 2018/19 ON-CALL CONCRETE RESTORATION SERVICES

STATUS : Action Item

REPORT DATE : February 6, 2018

PREPARED BY : David M. Gordon, Operations Manager
Tim Cutler, Water Distribution Supervisor

OBJECTIVE:

Consider acceptance of a responsive bid for 2018/19 On-Call Concrete Restoration Services for the Citrus Heights Water District. Consider authorizing the General Manager or General Manager's designee to execute an agreement with B & M Builders, Inc. for this project.

BACKGROUND AND ANALYSIS:

At the January 17, 2018 Citrus Heights Water District (the District) Board of Directors (Board) Meeting, the District rejected the bid by Central Valley Engineering & Asphalt, Inc. for 2018/19 On-Call Concrete Restoration Services and authorized staff to resolicit bids for the project. District staff reissued a Notice Inviting Bids (Notice) for On-Call Concrete Restoration Services on January 19, 2018.

The District Operations work crews are involved in daily maintenance of the District's underground water infrastructure. This includes sidewalk, curb and gutter, and driveway excavation for maintenance work on the District's underground infrastructure. After the District repairs and/or replaces the underground infrastructure within a concrete area, a contractor hired by the District will follow up with concrete restoration as necessary. The District currently does not have the equipment, staffing levels, or the qualified personnel to restore concrete on an as-needed basis; therefore, contracting out concrete restoration work is essential.

Based on history, the quantities of the concrete repairs vary between 500 to 2,500 square-feet (SF) for concrete flatwork restoration and up to 250 linear-feet (LF) for concrete curb and gutter restoration during any two-month period. The District is located within four municipal jurisdictions, which include the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville. The scope of work requires the contractor to comply with the requirements set forth by each jurisdictional inspector, as well as a District inspector.

The Notice for the project was sent to 25 concrete restoration contractors within the greater Sacramento Region and posted at the local bid houses. In response, two sealed bids were received on February 6, 2018, at which time the bids were opened and read publicly. The apparent low bidder is B & M Builders, Inc. of Rancho Cordova, CA. The bids received are as follows:

Bidder	Flatwork Restoration		Curb and Gutter Restoration		Total
	\$/SF	\$/20,000SF	\$/LF	\$/2,000 LF	
B & M Builders, Inc.	\$ 16.25	\$ 325,000	\$ 45.00	\$ 90,000	\$ 415,000.00
Central Valley Engineering & Asphalt, Inc.	\$ 21.50	\$ 430,000	\$ 80.00	\$ 160,000	\$ 590,000.00

B & M Builders, Inc. has proposed an optional 24-month contract extension, with an 18 percent increase on the proposed bid items shown above, following the end of the initial contract term date of December 31, 2019.

The District’s previous contract amount for concrete restoration for the same bid items is \$13.35 per SF for concrete flatwork restoration, and \$55.00 per LF for concrete curb and gutter restoration. It should be noted that the bid rejected by the District at the January 19, 2018 Board meeting was \$21.25 per SF for concrete flatwork restoration, and \$75.00 per LF for concrete curb and gutter restoration.

The District staff recommends that the District Board accept the bid by B & M Builders, Inc. because the price for concrete services work has gone up significantly in recent years as demonstrated in the concrete prices received in the bids for the District Corporation Yard Safety Improvement Project.

RECOMMENDATION:

Accept the bid by B & M Builders, Inc. received on February 6, 2017 for 2018/19 On-Call Concrete Restoration Services. Authorize the General Manager or General Manager’s designee to execute an agreement with B & M Builders, Inc. for this project.

ATTACHMENT:

2018/19 On-Call Concrete Restoration Services Agreement

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
CONSTRUCTION CONTRACT
2018/2019 ON-CALL CONCRETE RESTORATION

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, 20__ by and between Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California (“District”) and B & M Builders, Inc., a Corporation with its principal place of business at 11330 Sunrise Park Dr., Ste. C, Rancho Cordova, California 95742 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing services for on-call concrete restoration related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project:

- California State Class A – General Engineering Contractor’s License; or a
- California State Class C12 – Earthwork and Paving Contractor’s License

2.3 Project. District desires to engage Contractor to render such services for the Citrus Heights Water District 2018/2019 On-Call Concrete Restoration Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)

- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Addenda
- Change Orders executed by the District
- 2015 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a not-to-exceed Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “B” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and

sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete the Work under this Contract necessary to comply with each on-call request within 60 days, beginning the effective date of a Notice to Proceed for that call-out (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of (\$___250.00_____) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits,

qualifications and approvals of whatever nature that are legally required to perform the Work, including a District business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor \ sixteen dollars and twenty-five cents per square-foot (\$ 16.25/SF) for concrete flatwork restoration and forty-five dollars per linear-foot (\$_45.00/LF) for concrete curb and gutter restoration as requested by District. The total amount paid to Contractor shall not exceed \$ 415,000.00 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. The District will pay Contractor on a monthly basis as provided for herein. On or before the twenty eighth (28th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the

quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the

extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board (“Permit”). It shall be Contractor’s sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor’s failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District’s attorney’s fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant

further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work. Safety precautions shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the Coccidioides fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the Work. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Agreement, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this Agreement, that the Contractor and any Subcontractor shall not permit any employee, in performance of the Agreement, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, a county or city business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor

shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Resolution of Claims. Notwithstanding any other provision herein, all claims shall be resolved pursuant to the claims resolution process set forth in Public Contract Code Section 9204. Furthermore, the resolution of claims of \$375,000 or less shall also comply with the claims resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The District is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the extent permitted by law, Contractor shall defend, indemnify and hold harmless District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment,

award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Minimum Scope and Limits of Insurance. Contractor shall procure and maintain for the duration of the Agreement, and for 5 years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

3.13.2 Coverage. Coverage shall be at least as broad as the following:

3.13.2.1 General Liability - Commercial General Liability (CGL). Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

3.13.2.2 Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

3.13.2.3 Workers' Compensation Insurance. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District). The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the named insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

3.13.3 Other Required Provisions. The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

3.13.3.1 Additional Insured Status. District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

3.13.3.2. Primary Coverage. For any claims related to the Work, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3.13.4 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

3.13.5 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by District. The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the insurance requirements is a material breach of contract.

3.13.6 Responsibility for Work. Until the completion and final acceptance by District of all the Work under and implied by this Agreement, the Work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

3.13.7 Deductibles and Self-Insured Retentions. Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

3.13.8 Verification of Coverage - Evidences of Insurance. Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the insurance requirements is a material breach of contract.

3.13.9 Continuation of Coverage. The Contractor shall, upon demand of District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the Project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

3.13.10 Sub-Contractors. In the event that the Contractor employs Subcontractors as part of the Project and Work, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. If specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is

increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor 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.

3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting

damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

B & M Builders, Inc.
11330 Sunrise Park Dr., Ste. C
Rancho Cordova, CA 95742
Attn: Patrick Mullen, President

DISTRICT:

Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, California 95610
Attn: David M. Gordon, Operations Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. 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.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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

Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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 Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

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

3.17.20 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT

**BETWEEN THE CITRUS HEIGHTS WATER DISTRICT
AND B & M BUILDERS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 20____.

CITRUS HEIGHTS WATER DISTRICT B & M BUILDERS, INC.

By: _____
Hilary M. Straus
General Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
Clerk of the Board

EXHIBIT "A"

SERVICES / SCHEDULE

The work described herein shall be performed according to the Citrus Heights Water District General Specifications as follows:

1. SCOPE OF WORK

The Scope of Work for this project consists of furnishing mobilization, traffic control, and permits, all materials, labor, equipment, fuel, tools, transportation and services for on-call concrete restoration to include final saw cutting, sub-surface compaction, doweling, sweeping, pavement markings, reflective buttons, and hauling and disposal of spoils throughout the Citrus Heights Water District Service Area as shown on the map provided at the end of this Exhibit. The Citrus Heights Water District Service Area is within four local jurisdictions which include the City of Citrus Heights, Sacramento County, Placer County, and the City of Roseville.

Each Notice to Proceed shall be issued by the District as needed and are typically issued four (4) to eight (8) times per year. The quantities of these Contract Bid items shall be listed in each Notice to Proceed and may vary from a minimum of 500 square feet (SF) to as large as 2,500 SF.

The estimate of construction quantities set forth in the Contract is approximate only, being given as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to revise the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the District.

2. DISTRICT FURNISHED ITEMS

- The District shall provide subsurface restoration as required.
- The District shall provide and maintain temporary paving during the time allotted the Contractor, as specified in the Notice to Proceed, to complete the work.
- The District shall provide inspection of the work at no cost to the Contractor.

3. CONTRACTOR FURNISHED ITEMS

- The Contractor shall obtain Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required.
- The Contractor shall furnish Traffic Control Plans approved by the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville as required for each permit.

- The Contractor shall furnish all other material including but not limited to final saw cutting or grinding, re-compaction, sweeping, striping, pavement markings, reflective buttons, and hauling and disposal of spoils.

4. ITEMS OF WORK, MEASUREMENT AND PAYMENT

Bid Item 1, Concrete Flatwork Restoration:

This work includes all items outlined below as required:

This work includes mobilization, finish saw cutting, removal and disposal of saw cuttings, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. All restoration shall be completed in accordance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications, Placer County requirements, or the City of Roseville requirements. Spoils from demolition shall be properly disposed of by the Contractor outside City and County right of way.

The contract unit price paid per square foot for Concrete Flatwork Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Concrete Flatwork Restoration, including placing aggregate base material, concrete pouring and finishing, complete in place, as specified in these specifications, and as directed by the Encroachment Inspector and District Inspector. Payment shall be based upon the square footage of Concrete Flatwork Restoration, not the square footage of the work zone.

Includes obtaining Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required. The Contractor shall be responsible for payment of fees associated with all Encroachment Permits including but not limited to submittal fees, drawdown account minimum balances, and inspection fees from the issuing agencies. Includes all costs associated with fully complying with the requirements of the Encroachment Permits and the Encroachment Inspector.

Includes preparing and obtaining approval for Traffic Control Plans as required by the agency issuing the Encroachment Permit. Includes procurement, placement, and removal of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plans. The Contractor shall coordinate required inspections with the issuing agency's Encroachment Inspector. The Contractor shall comply with the approved Encroachment Permit, and shall implement traffic control procedures as directed by the Encroachment Inspector. The Contract unit price paid includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Plans and implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, and removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, and as directed by the Encroachment Inspector and the District Inspector.

Bid Item 2, Concrete Curb and Gutter Restoration:

This work includes all items outlined below as required:

This work includes mobilization, finish saw cutting, removal and disposal of saw cuttings, subsurface recompaction with 4" minimum 3/4" aggregate base compacted to 95%, and replacement with six-sack concrete mix, and finish to match existing. All restoration shall be completed in accordance with County of Sacramento Standard Construction Specifications Plan 4-30, and Section 27 "Curbs, Gutters, Sidewalks, and Drainage Structures" of the County of Sacramento Standard Construction Specifications, Placer County requirements, or the City of Roseville requirements. Spoils from demolition shall be properly disposed of by the Contractor outside City and County right of way.

The contract unit price paid per linear foot for Concrete Curb and Gutter Restoration shall include compensation for all labor, materials, tools, equipment and incidentals and for doing all work involved in Concrete Curb and Gutter Restoration, including placing aggregate base material, concrete pouring and finishing, complete in place, as specified in these specifications, and as directed by the Encroachment Inspector and District Inspector. Payment shall be based upon the linear footage of Concrete Curb and Gutter Restoration, not the square footage of the work zone.

Includes obtaining Encroachment Permits from the City of Citrus Heights, County of Sacramento, County of Placer, or the City of Roseville, as required. The Contractor shall be responsible for payment of fees associated with all Encroachment Permits including but not limited to submittal fees, drawdown account minimum balances, and inspection fees from the issuing agencies. Includes all costs associated with fully complying with the requirements of the Encroachment Permits and the Encroachment Inspector.

Includes preparing and obtaining approval for Traffic Control Plans as required by the agency issuing the Encroachment Permit. Includes procurement, placement, and removal of all traffic control materials, equipment, and markings, and fulfillment of all other requirements as specified in the approved Traffic Control Plans. The Contractor shall coordinate required inspections with the issuing agency's Encroachment Inspector. The Contractor shall comply with the approved Encroachment Permit, and shall implement traffic control procedures as directed by the Encroachment Inspector. The Contract unit price paid includes compensation for all labor, materials, tools, equipment and incidentals and for all work involved with Traffic Control Plans and implementation, including placement of surface mounted channelizers, electronic advance message boards, flashing arrow boards, construction area and stationary mounted signs, project information signs, flagging, and removal of all traffic control materials, equipment, and markings from the site upon completion of work, complete in place, and as directed by the Encroachment Inspector and the District Inspector.

5. ORDER OF WORK

The order of work outlined below is to minimize public inconvenience. The Contractor is to submit a more detailed written schedule of the order of work based on this outline.

- 1) Obtain required Encroachment Permits and develop and obtain approval for required Traffic Control Plans.
- 2) Obtain Notice to Proceed from designated District Operations Staff Member.
- 3) Order and coordinate delivery of material and equipment, and request location services from Underground Service Alert (USA). Telephone: 1-800-642-2444 or 811.
- 4) Complete Concrete Flatwork and/or Curb and Gutter Restoration including all items therein, using locations and square and/or linear footages as specified in the Notice to Proceed.
- 5) Obtain approval from the District.

6. CONTRACT TIMELINE

The term of this Contract shall be from the date the Contract is executed until December 31, 2019 and/or the date the District provides the Contractor written notice of completion of said Contract, unless earlier terminated pursuant to the Contract Provisions herein. A Contract Extension Letter Agreement may be issued by the District for a period not to exceed twenty-four (24) months beyond December 31, 2019. Applicable Performance and Payment Bonds will be required as part of the Contract Extension Letter Agreement.

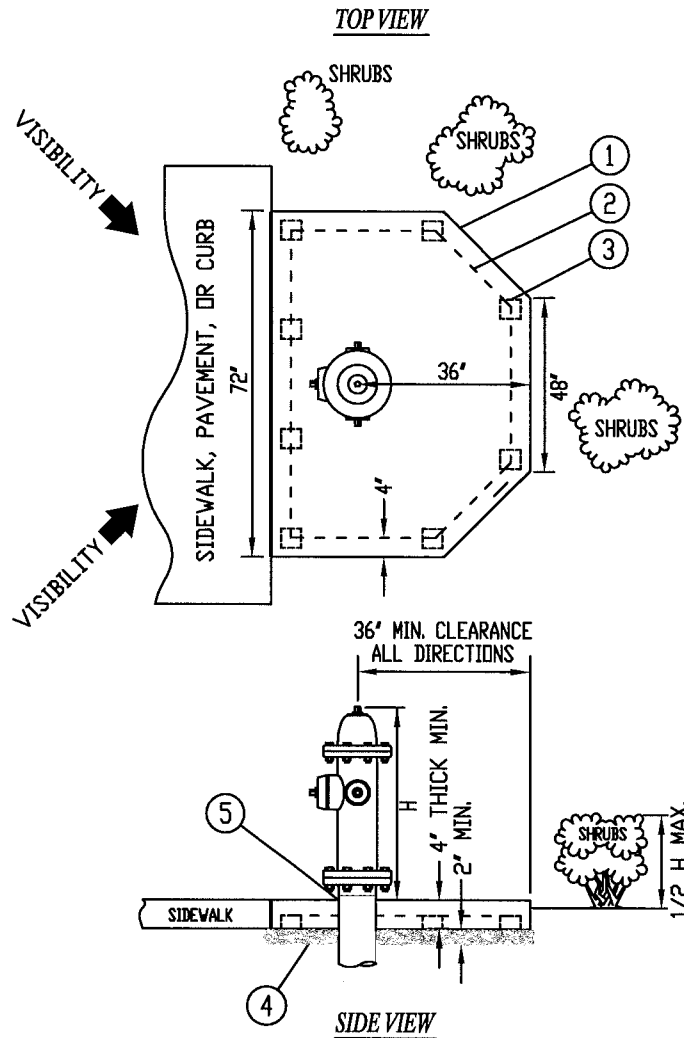
EXHIBIT “B”

PLANS AND SPECIFICATIONS

Construction Details

The following Construction Details pertain to Citrus Heights Water District’s 2018/19 On-Call Concrete Restoration Project:

Detail FH_683	Fire Hydrant Access Pad
Detail VB_810	Water Main Valve Box – Landscape
Detail VB_811	Water Main Valve Box – Street/Driveway
Detail VB_815	Blow-off Valve Box
Detail WS_100CU	1” Copper Water Service – 1” Water Meter New Construction (Typical Water Service Box Install)
Detail SWPPP_100	Storm Drain Inlet Protection – Filter Bag Installation
Detail SWPPP_101	Storm Drain Inlet Protection – Curb Inlet Installation
Detail SWPPP_102	Storm Drain Inlet Protection – Sediment Trap
Detail SWPPP_103	Storm Drain Inlet Protection – Area Inlet Installation



NOTES:

- CONCRETE PAD TO BE POURED INDEPENDENT OF OTHER CONCRETE WORK.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- PAINT FIRE HYDRANT USING A RUSTOLEUM RECOMMENDED PRIMER, FINISH WITH RUSTOLEUM GLOSS WHITE, TWO COATS MINIMUM. PRIOR TO PAINTING, CLEAN ALL SURFACES WITH SOAP AND WATER USING AN ABRASIVE PAD.

1	REINFORCED CONCRETE PAD - TYPE II SIX-SACK PORTLAND CEMENT	4	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	3/8" (#3) REBAR - 2" INSIDE PERIMETER	5	ASPHALT SATURATED ORGANIC FELT (ROOFING PAPER) - ASTM 30, 2 LAYERS AROUND FIRE HYDRANT
3	CONCRETE DOBIE w/ WIRE		



**CITRUS
HEIGHTS
WATER
DISTRICT**

FIRE HYDRANT ACCESS PAD

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chumblee DATE: 5/8/13
CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

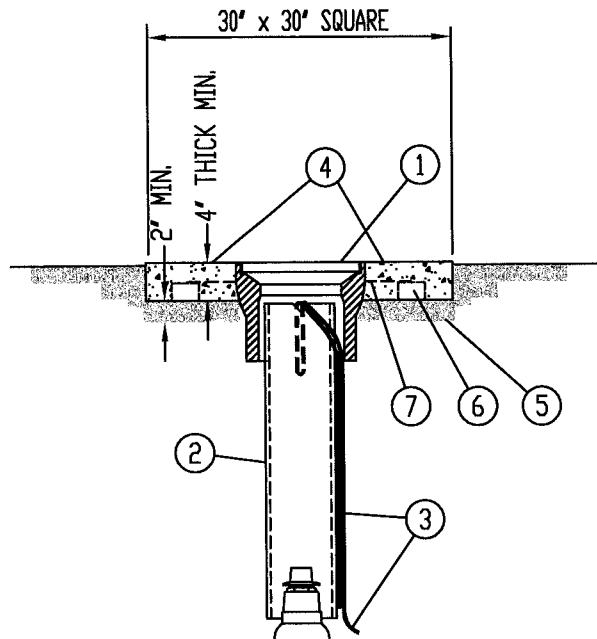
REVISED:

SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: FH_683.DWG

PAGE: **FH_683**



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW AGGREGATE BASE SHALL BE COMPACTED TO 90% MINIMUM.
- CONTACT CITRUS HEIGHTS WATER DISTRICT FOR REBAR INSPECTION PRIOR TO POURING CONCRETE. (916) 725-6873
- REINFORCED CONCRETE PAD SHALL BE FINISHED WITH AN EDGING TOOL AROUND THE ENTIRE PERIMETER AND BROOMED AT RIGHT ANGLES TO THE DIRECTION OF TRAVEL.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED "WATER", OLDCASTLE PRECAST NO. G04 BOX, G04C LID	5	3/4" CLASS 2 AGGREGATE BASE - 2" MINIMUM, MECHANICALLY COMPACTED TO 90%
2	8" RISER - SDR35 ONLY, CONTINUOUS SECTION	6	CONCRETE DOBIE w/ WIRE
3	#10 INSULATED COPPER LOCATOR WIRE	7	3/8" (#3) REBAR - 2" INSIDE PERIMETER
4	REINFORCED CONCRETE PAD - 4" THICK x 30' SQUARE, TYPE II SIX-SACK PORTLAND CEMENT		



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - LANDSCAPE

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: Robert A. Chamberlain DATE: 5/8/13
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

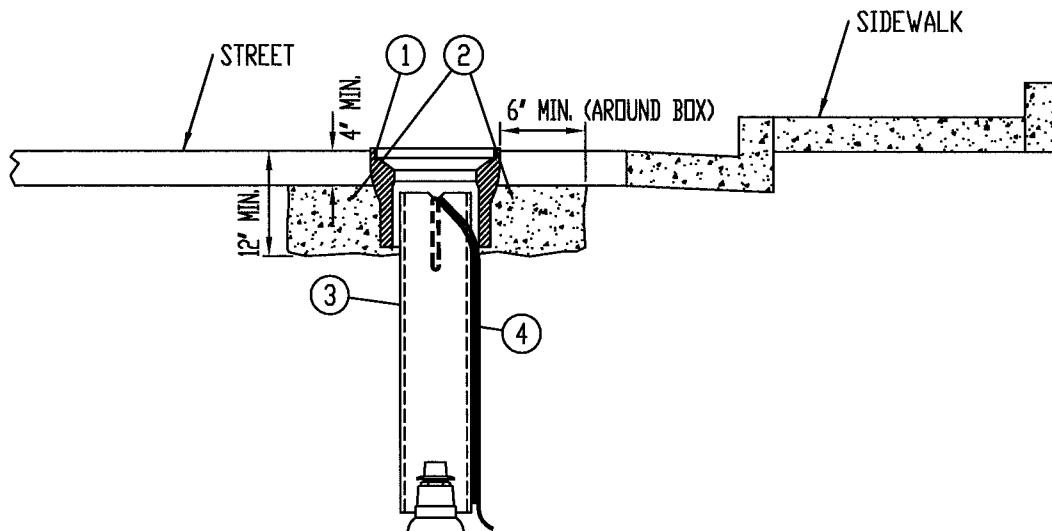
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_810.DWG

PAGE:

VB_810



NOTES:

- RISER SHALL BE PLUMB.
- VALVE OPERATING NUT SHALL BE CENTERED IN THE RISER AND FULLY ACCESSIBLE.
- MATERIAL BELOW CONCRETE ENCASEMENT SHALL BE COMPACTED TO 95% MINIMUM.
- CONCRETE ENCASEMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.
- TRIANGULAR LID SHALL POINT IN THE DIRECTION OF THE MAIN WHICH IS ISOLATED BY THE VALVE.

1	VALVE BOX/LID - MARKED 'WATER', OLDCASTLE PRECAST NO. G04 BOX, G04C LID
2	CONCRETE ENCASEMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT
3	8' RISER - SDR35 ONLY, CONTINUOUS SECTION
4	#10 INSULATED COPPER LOCATOR WIRE



**CITRUS
HEIGHTS
WATER
DISTRICT**

WATER MAIN VALVE BOX - STREET/DRIVEWAY

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Churchill

DATE: 5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED:

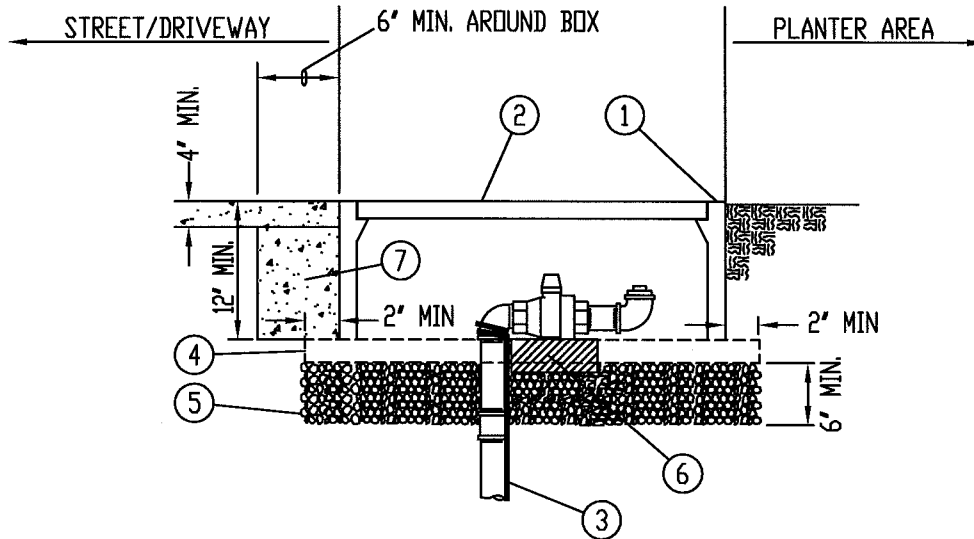
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_811.DWG

PAGE:

VB_811



NOTES:

- VALVE OPERATING HANDLE SHALL BE CENTERED IN BOX AND FULLY ACCESSIBLE.
- MATERIAL BELOW CRUSHED ROCK SHALL BE COMPACTED TO 95% MINIMUM.
- CONCRETE ENCASUREMENT SHALL BE ALLOWED TO CURE 24 HOURS MINIMUM PRIOR TO FINISH PAVING.
- LID SHALL BE MARKED "WATER"

		NON-TRAFFIC AREA	SIDEWALK/DW	STREET	5	3/4" CLEAN CRUSHED ROCK.
1	BOX	CARSON 1220-12	CHRISTY FL30TBOX12	CHRISTY B1324BOX	6	CONCRETE BRICK - 2 1/4" x 3 3/4" x 7 1/2"
2	LID	CARSON 1220-4B	CHRISTY FL30T	CHRISTY B1324-61JH	7	CONCRETE ENCASUREMENT AROUND VALVE BOX - TYPE II SIX-SACK PORTLAND CEMENT
3	#10 INSULATED COPPER LOCATOR WIRE					
4	2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)					



**CITRUS
HEIGHTS
WATER
DISTRICT**

BLOW-OFF VALVE BOX

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. [Signature]

CITRUS HEIGHTS WATER DISTRICT

DATE: 5/8/13

DRAWN: 8 MAY 2013

REVISED:

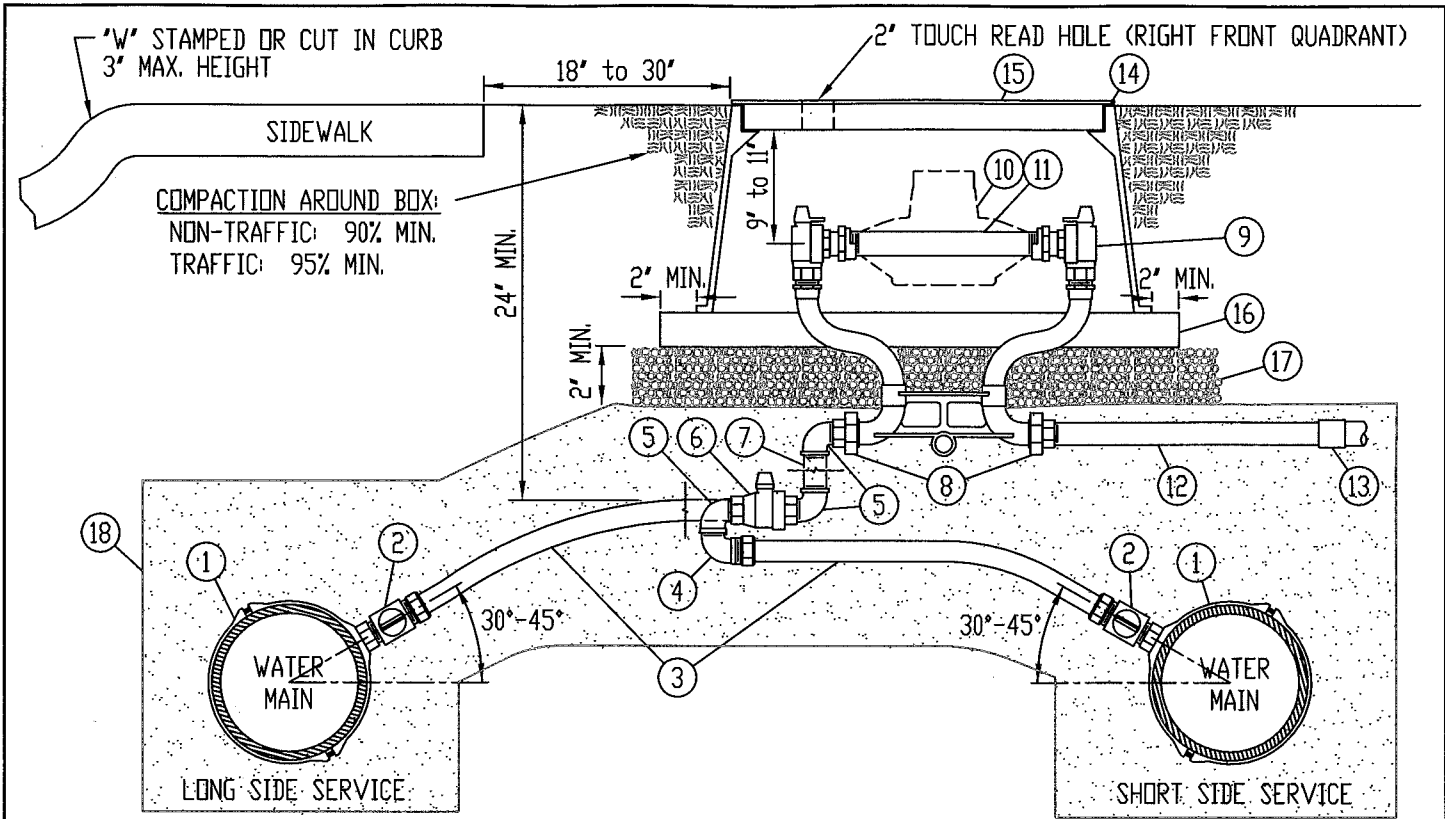
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: VB_815.DWG

PAGE:

VB_815



CARSON 1220-4B 'T' TYPE LID:
 SHALL INCLUDE STRAIGHT TYPE HEXAGON LOCK-DOWN BOLT (1) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

CHRISTY FL30T RECESSED LID:
 SHALL INCLUDE STRAIGHT TYPE PENTAHEAD LOCK-DOWN BOLTS (2) AND TOUCH READ HOLE. SHALL BE MARKED "WATER"

METER YOKE:
 FORD, JONES, MUELLER, McDONALD

1	1' BRONZE SADDLE - IPT	10	1' WATER METER (BY DISTRICT)	
2	1' CORPORATION STOP - FULL-PORT BALL, MIP x CTS COMP	11	PVC METER IDLER - 1 1/4' x 10 3/4', SCH 80 (BY CONTRACTOR)	
3	1' COPPER TUBING - TYPE K SOFT	12	1' x 18' PVC NIPPLE - SCH 80 (BRASS IF BACKFLOW)	
4	1' BRASS STREET ELBOW - CTS COMP x MIP	13	1' PVC COUPLING - SCH 80	
5	1' BRASS STREET ELBOW		NON-TRAFFIC AREAS	TRAFFIC AREAS
6	1' VALVE - FULL-PORT BALL, FIP x FIP or CTS COMP x FIP	14	METER BOX	CARSON 1220-12 CHRISTY FL30TBOX12
7	1' BRASS or COPPER (AS NECESSARY TO ADJUST TO PROPER GRADE)	15	LID	CARSON 1220-4B CHRISTY FL30T
8	1' DUAL PURPOSE CONNECTION	16	2' x 6' PRESSURE TREATED DOUGLAS FIR SUPPORTS (2)	
9	1' COPPER/BRASS METER YOKE - 12' HEIGHT w/2 FULL-PORT ANGLE BALL VALVES INCLUDING PADLOCK WINGS ON INLET AND OUTLET	17	3/4' CLEAN CRUSHED ROCK	
		18	#2 WASHED SAND COMPACTED TO 90%	

**1" COPPER WATER SERVICE - 1" WATER METER
 NEW CONSTRUCTION**

CITRUS HEIGHTS WATER DISTRICT



**CITRUS
 HEIGHTS
 WATER
 DISTRICT**

APPROVED BY: Robert A. Churchill DATE: 9/25/14
 CITRUS HEIGHTS WATER DISTRICT

DRAWN: 25 SEP 2014

REVISED:

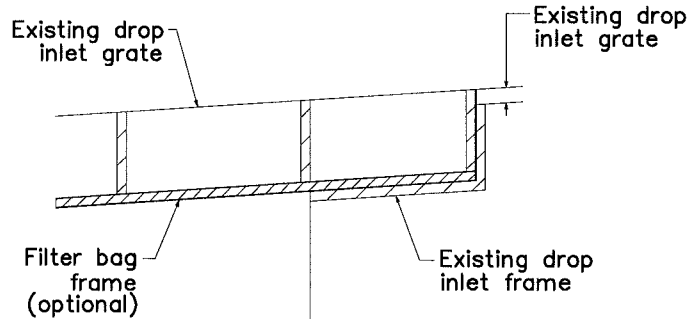
SCALE: N.T.S.

DESIGN: P.A.D.

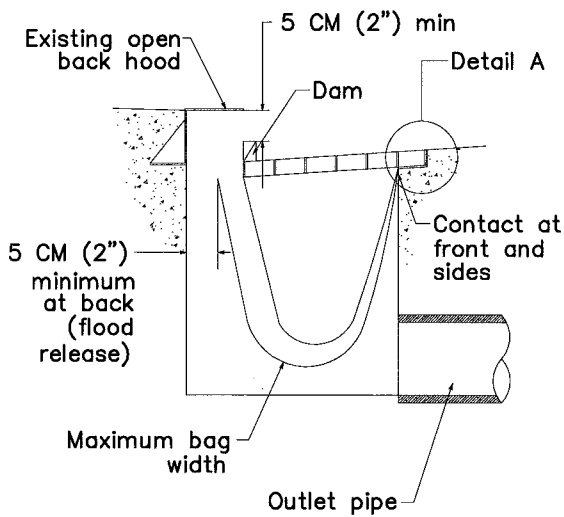
CAD FILE: WS_100CU.DWG

PAGE:

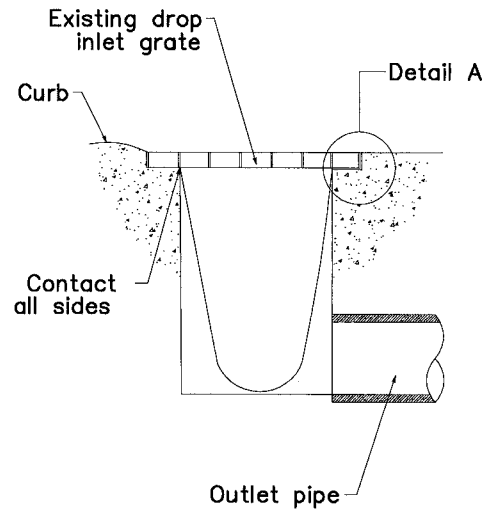
WS_100CU



DETAIL A



PLACEMENT AT CURB INLETS



PLACEMENT AT AREA INLETS



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
FILTER BAG INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chubb

CITRUS HEIGHTS WATER DISTRICT

DATE:

5/8/13

DRAWN: 8 MAY 2013

REVISED: NONE

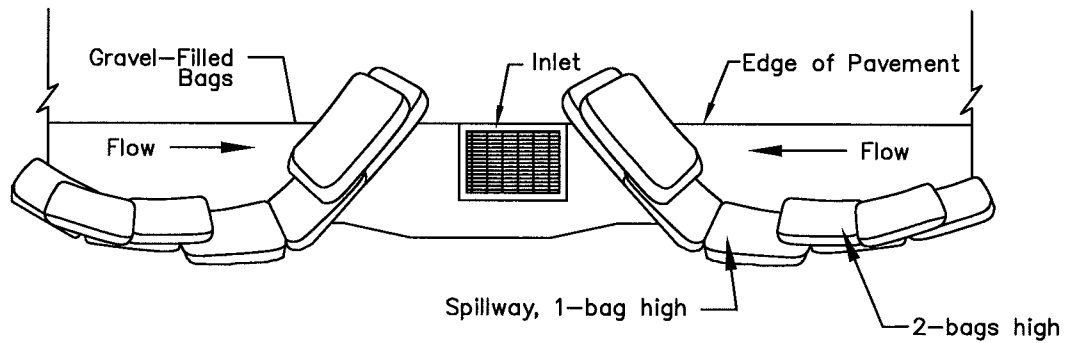
SCALE: N.T.S.

DESIGN: P.A.D.

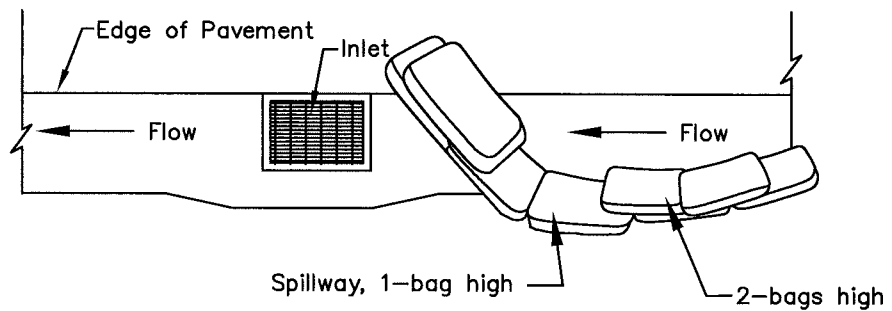
CAD FILE: SWPPP_100.DWG

PAGE:

SWPPP_100



TYPICAL PROTECTION FOR INLET ON SUMP



TYPICAL PROTECTION FOR INLET ON GRADE

NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable without filter fabric in areas with high silts and clays.



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
CURB INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Chumblee*

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

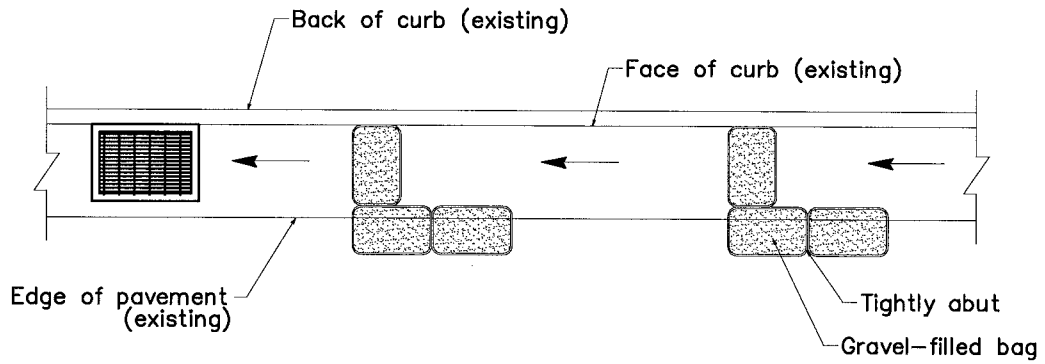
SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_101.DWG

PAGE:

SWPPP_101



EXISTING CURB DRAIN SEDIMENT TRAP



**CITRUS
HEIGHTS
WATER
DISTRICT**

**STORM DRAIN INLET PROTECTION
SEDIMENT TRAP**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY:

Robert A. Chumblee

DATE:

5/8/13

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

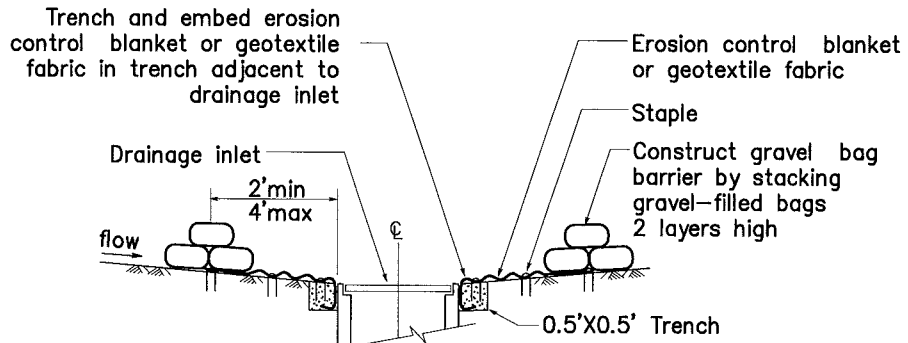
CAD FILE: SWPPP_102.DWG

PAGE:

SWPPP_102

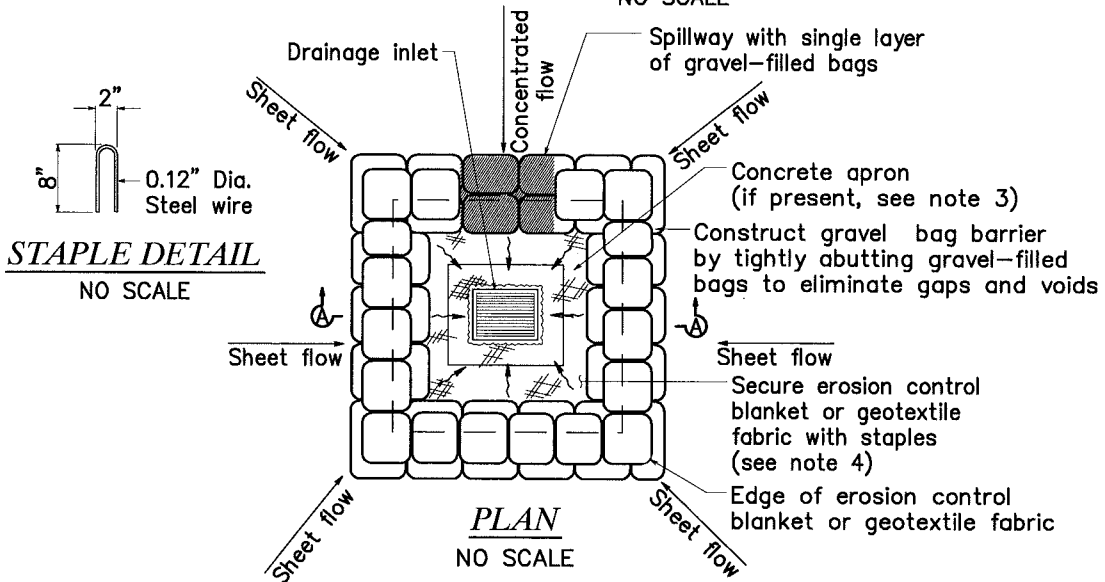
NOTES:

1. Dimensions may vary to fit field conditions.
2. Install a minimum of 3 gravel bag barriers upstream of each drainage inlet to be protected.
3. Position erosion control blanket or geotextile fabric at edge of concrete apron and secure in trench.
4. Erosion control blanket/geotextile fabric is not required if the area adjacent to the drainage inlet is vegetated or paved.



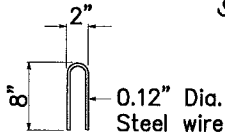
SECTION A-A

NO SCALE



PLAN

NO SCALE



STAPLE DETAIL

NO SCALE

**STORM DRAIN INLET PROTECTION
AREA INLET INSTALLATION**

CITRUS HEIGHTS WATER DISTRICT

APPROVED BY: *Robert A. Churchill*

DATE: *5/8/13*

CITRUS HEIGHTS WATER DISTRICT

DRAWN: 8 MAY 2013

REVISED: NONE

SCALE: N.T.S.

DESIGN: P.A.D.

CAD FILE: SWPPP_103.DWG

PAGE:

SWPPP_103



**CITRUS
HEIGHTS
WATER
DISTRICT**

EXHIBIT “C”

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit “F” to the Contract. Failure to do so may, in the sole discretion of District, result in the forfeiture of Contractor’s bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

B & M BUILDERS, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: B & M BUILDERS, INC.

DIR Registration Number: 1000003277

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Citrus Heights Water District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20__, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s)
 - Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other: _____

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Citrus Heights Water District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Authority authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Authority authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT “G”

FEDERAL REQUIREMENTS

[***“NOT APPLICABLE”***]

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A RESOLUTION
OPPOSING STATE OF CALIFORNIA SENATE BILL 623

STATUS : Action Item

REPORT DATE : February 6, 2018

PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk

OBJECTIVE:

Consider adoption of Resolution 03-2018, opposing a Public Goods Charge on Water (Monning).

BACKGROUND AND ANALYSIS:

State of California (State) Senate Bill (SB) 623, authored by State Senator Bill Monning of Carmel, proposes the first-ever statewide water tax as a way to address a lack of access to safe drinking water for some people who live in rural, disadvantaged communities. The drinking water tax provisions of SB 623 did not go into print until the last few weeks of the 2017 legislative session. The bill, which became a two-year bill in September 2017, would implement a per-connection tax on residential and business water bills as one of two funding mechanisms for a fund to be administered by the State Water Resources Control Board (SWRCB) to assist those who do not have access to safe drinking water.

The Brown Administration's 2018-19 January Budget Summary includes a statement of intent to establish a "Safe and Affordable Drinking Water Fund" consistent with the policy framework of SB 623. On January 31, 2018 the Administration released their proposed budget trailer bill language (see Attachment 1).

According to the State Department of Finance, budget trailer bills are introduced by the Governor or Legislature in order to enact changes to existing state law to implement future budget changes. These budget implementation bills, commonly known as "trailer bills", bypass the standard legislative policy bill process, and minimize the Legislature's ability to amend and debate each bill's merits.

Both the Association of California Water Agencies (ACWA) and the Regional Water Authority (RWA) strongly oppose the proposed new tax, as outlined in a letter of opposition dated September 8, 2017 to the Assembly Appropriations Committee Chair (see Attachment 2). Both ACWA and RWA encourage member agencies to adopt similar positions of opposition.

At their January 17, 2018 Meeting, the Citrus Heights Water District (District) Board of Directors (Board) requested by consensus for staff to develop a resolution in opposition to SB 623 (Water Tax). Staff, working with RWA Legislative and Regulatory Affairs Program Manager Adam Robin, developed Resolution 03-2018, which expresses general opposition to any type of water tax or public goods charge, as well as specific opposition to SB 623 (see Attachment 3).

Should the Board approve Resolution 03-2018, staff will distribute the Resolution to local State representatives and appropriate State Senate and Assembly committee members. In addition, staff will distribute the resolution to the local media within the Sacramento region, including:

Local Media Distribution List		
1. Citrus Heights Sentinel	2. Rocklin and Roseville Today	3. Sacramento Bee
4. Sacramento Observer	5. Sunset Storyteller	6. Folsom Telegraph
7. Lincoln News Messenger	8. Placer Herald	9. Roseville & Granite Bay Press Tribune
10. American River Messenger	11. Arden Advocate	12. Carmichael Times
13. Citrus Heights Messenger	14. Orangevale Sun	15. Rancho Cordova Grapevine-Independent
16. Capital Public Radio	17. Newsradio KFBK	

RECOMMENDATION:

Approve Resolution 03-2018, opposing a Public Goods Charge on Water (Monning).

ATTACHMENTS:

1. Safe and Affordable Drinking Water Fund Proposed Trailer Bill Language
2. ACWA Opposition Letter to Assembly Appropriations Committee Chair dated September 8, 2017
3. Proposed Resolution 03-2018, In Opposition to a Public Goods Charge on Water

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

Safe and Affordable Drinking Water Fund

Proposed Trailer Bill Language

SAFE AND AFFORDABLE DRINKING WATER ACT
February 1, 2018

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

SECTION 1. Article 10.5 (commencing with Section 595) is added to Chapter 3 of Part 1 of Division 1 of the Food and Agricultural Code, to read:

Article 10.5. Safe Drinking Water Fee/or Confined Animal Facilities Excluding Dairies

595. For purposes of this article, the following definitions apply:

(a) "Confined animal facilities excluding dairies" includes, but is not limited to, bovine operations, poultry operations, swine operations, and other livestock operations. "Confined animal facilities excluding dairies" does not mean milk cow dairies.

(b) "Fee" means the safe drinking water fee/or confined animal facilities excluding dairies.

(c) "Fund" means the Safe and Affordable Drinking Water Fund established by Section 116767 of the Health and Safety Code.

596. (a) The secretary shall convene a working group composed of representatives of confined animal facilities excluding dairies to determine the actual risk, if any, to groundwater from discharges of nitrate from confined animal facilities excluding dairies.

(b) Beginning January 1, 2021, the secretary shall establish a safe drinking water fee for confined animal facilities excluding dairies payable annually to the secretary by each confined animal facility excluding a dairy in an amount commensurate with the actual risk to groundwater from discharges of nitrate as determined by the working group. The fee shall not exceed one thousand dollars (\$1,000) per facility per year. The secretary shall adopt regulations to implement and administer this section by January 1, 2021.

(c) This section shall remain in effect only until January 1, 2036, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2036, deletes or extends that date.

597. (a) No later than January 1, 2035, the secretary shall convene a working group with representatives of confined animal facilities excluding dairies to determine the actual risk, if any, to groundwater from confined animal facilities excluding dairies.

(b) Beginning July 1, 2036, the secretary shall establish a safe drinking water fee for confined animal facilities excluding dairies payable annually to the secretary by each confined animal facility excluding a dairy in an amount commensurate with the actual risk to groundwater from discharges of nitrate determined by the working group.

(c) The secretary may adjust the fee established pursuant to subdivision (b) through emergency regulation as necessary to meet but not exceed the anticipated funding need for nitrate in the most recent assessment of funding need adopted by the State Water Resources Control Board pursuant to subdivision (b) of Section 116769 of the Health and Safety Code. An emergency regulation adopted pursuant to this subdivision shall be adopted by the secretary in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. The adoption of these regulations is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare. Any emergency regulations adopted by the secretary pursuant to this subdivision shall remain in effect until revised by the secretary.

(d) The fee collected pursuant to subdivision (b) of this section, in combination with the dairy safe drinking water fee collected pursuant to Section 62215, shall total the sum of three million dollars (\$3,000,000), or 30 percent of the funding need for nitrate in the most recent assessment of funding need adopted by the State Water Resources Control Board pursuant to subdivision (b) of Section 116769 of the Health and Safety Code, whichever is less.

(e) Notwithstanding subdivisions (c) and (d), the fee collected pursuant to subdivision (b) shall not exceed one thousand dollars (\$1,000) per facility per year.

(f) This section shall become operative on January 1, 2034.

598. The secretary shall deposit all moneys received under this article into the fund.

599. The Legislature may not increase the fees established under section 596 and 597 except by an affirmative vote of two-thirds of the membership in each house of the Legislature.

SEC. 2. Article 6.5 (commencing with Section 14615) is added to Chapter 5 of Division 7 of the Food and Agricultural Code, to read:

Article 6.5. Fertilizer Safe Drinking Water Fee

14615. (a) It is the intent of the Legislature to require licensees of bulk fertilizing materials, and to authorize licensees of packaged fertilizing materials, to pass the fertilizer safe drinking water fee on to the end user of the fertilizer.

(b) For purposes of this article, the following definitions apply:

(1) "Bulk fertilizing material" has the same meaning as applies to "bulk material" in Section 14517.

(2) "Fertilizing material" has the same meaning as defined in Section 14533.

(3) "Fund" means the Safe and Affordable Drinking Water Fund established by Section 116767 of the Health and Safety Code.

(4) "Packaged" has the same meaning as defined in Section 14551.

14616. (a) In addition to the assessments provided in Section 14611, a licensee whose name appears on the label of bulk or packaged fertilizing materials shall pay to the secretary a fertilizer safe drinking water fee of six mills (\$0.006) per dollar of sales for all sales of fertilizing materials to be deposited into the fund.

(b) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2034, deletes or extends that date.

14616. (a) In addition to the assessments provided in Section 14611, a licensee whose name appears on the label of bulk or packaged fertilizing materials shall pay to the secretary a fertilizer safe drinking water fee of two mills (\$0.002) per dollar of sales for all sales of fertilizing materials to be deposited into the fund.

(b)(1) After January 1, 2036, the secretary may adjust the fertilizer safe drinking water fee through emergency regulation as necessary to meet but not exceed 70 percent of the anticipated funding need for nitrate in the most recent assessment of funding need adopted by the State Water Resources Control Board pursuant to subdivision (b) of Section 116769 of the Health and Safety Code, or the sum of seven million dollars (\$7,000,000), whichever is less. By October 1 of each year, the secretary shall notify all licensees of the amount of the fertilizer safe drinking water fee to be assessed in the following calendar year.

(2) An emergency regulation adopted pursuant to this subdivision shall be adopted

by the secretary in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. The adoption of these regulations is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare. Any emergency regulations adopted by the secretary pursuant to this subdivision shall remain in effect until revised by the secretary.

(c) This section shall become operative on January 1, 2034.

14617. (a)(1) A licensee whose name appears on the label who sells or distributes bulk fertilizing materials shall charge an unlicensed purchaser the fertilizer safe drinking water fee as a charge that is separate from, and not included in, any other fee, charge, or other amount paid by the purchaser. This fee shall be included on the bill of sale as a separate line item.

(2) (A) A licensee whose name appears on the label of packaged fertilizing materials may include the fertilizer safe drinking water fee as a charge that is separate from, and not included in, any other fee, charge, or other amount paid by the purchaser or may include the charge with the assessment collected pursuant to Section 14611 as a separate line item on the bill of sale and identified as the California Regulatory and Safe Drinking Water Assessment.

(B) Notwithstanding paragraph (1), a licensee whose name appears on the label who sells or distributes bulk fertilizing material may include the fertilizer safe drinking water fee with the assessment collected pursuant to Section 14611 as a separate line item on the bill of sale and identified as the California Regulatory and Safe Drinking Water Assessment.

(b) The secretary may prescribe, adopt, and enforce regulations relating to the administration and enforcement of this article.

(c) (1) Except as provided in paragraph (2), the secretary may retain up to 4 percent of the moneys collected pursuant to this article for reasonable costs associated with the implementation and enforcement of this article.

(2) Beginning July 1, 2021, the secretary may retain up to 2 percent of the moneys collected pursuant to this article for reasonable costs associated with the implementation and enforcement of this article.

14618. The Legislature may not increase the fees established under section 14616 except by an affirmative vote of two-thirds of the membership in each house of the Legislature.

SEC. 3. Article 14.5 (commencing with Section 62215) is added to Chapter 2 of Part 3 of Division 21 of the Food and Agricultural Code, to read:

Article 14.5. Dairy Safe Drinking Water Fee

62215. (a) It is the intent of the Legislature that the dairy safe drinking water fee be paid for all milk purchased in the state, regardless of grade.

(b) For purposes of this article, the following definitions apply:

- (1) "Fee" means the dairy safe drinking water fee.
- (2) "Manufacturing milk" has the same meaning as defined in Section 32509.
- (3) "Market milk" has the same meaning as defined in Section 32510.
- (4) "Milk" includes market milk and manufacturing milk.

62216. (a) Beginning January 1, 2021, each handler, including a producer-handler, subject to the provisions of a stabilization and marketing plan shall deduct the sum of \$0.01355 per hundredweight of milk from payments made to producers for milk, including the handler's own production, as a dairy safe drinking water fee.

(b) The secretary shall adopt regulations necessary for the proper administration and enforcement of this section by January 1, 2021.

(c) This section shall remain in effect only until January 1, 2036, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2036, deletes or extends that date.

62216. (a) Each handler, including a producer-handler, subject to the provisions of a stabilization and marketing plan shall deduct the sum of \$0.00678 per hundredweight of milk from payments made to producers for milk, including the handler's own production, as a dairy safe drinking water fee.

(b) The secretary may adjust the fee through emergency regulation as necessary to meet but not exceed 30 percent of the anticipated funding need for nitrate in the most recent assessment of funding need adopted by the State Water Resources Control Board pursuant to subdivision (b) of Section 116769 of the Health and Safety Code, or the sum of three million dollars (\$3,000,000), whichever is less. An emergency regulation adopted pursuant to this subdivision shall be adopted by the secretary in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. The adoption of these regulations is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare. Any emergency regulations adopted by the secretary pursuant to this subdivision shall remain in effect until revised by the secretary.

(c) When setting the amount of the fee pursuant to subdivision (b), the secretary shall consider the amount of funding being collected by the safe drinking water fee for confined animal facilities excluding dairies pursuant to Section 597 and shall reduce the dairy safe drinking water fee by the amount collected by the safe drinking water fee for confined animal facilities excluding dairies. In no event shall the dairy safe drinking water fee and the safe drinking water fee for confined animal facilities excluding dairies exceed 30 percent of the anticipated funding need for nitrate in the most recent assessment of funding need adopted by the State Water Resources Control Board pursuant to subdivision (b) of Section 116769 of the Health and Safety Code or the sum of three million dollars (\$3,000,000), whichever is less.

(d) The secretary shall adopt regulations necessary for the proper administration and enforcement of this section.

(e) This section shall become operative on January 1, 2036.

62217. (a) A handler shall pay the dairy safe drinking water fee to the secretary on or before the 45th day following the last day of the month in which the milk was received.

(b) The secretary shall remit the moneys paid to him or her pursuant to this article to the State Water Resources Control Board for deposit into the Safe and Affordable Drinking Water Fund established by Section 116767 of the Health and Safety Code.

(c)(1) Except as provided in paragraph (2), the secretary may retain up to 4 percent of the total amount that is paid to the secretary pursuant to this article for reasonable costs of the secretary associated with the implementation and enforcement of this article

(2) Beginning July 1, 2021, the secretary may retain up to 2 percent of the moneys collected pursuant to this article for reasonable costs of the secretary associated with the implementation and enforcement of this article.

(d) The secretary may require handlers, including cooperative associations acting as handlers, to make reports at any intervals and in any detail that he or she finds necessary for the accurate collection of the fee.

(e) For the purposes of enforcing this article, the secretary, through his or her duly authorized representatives and agents, shall have access to the records of every producer and handler. The secretary shall have at all times free and unimpeded access to any building, yard, warehouse, store, manufacturing facility, or transportation facility in which any milk or milk product is produced, bought, sold, stored, bottled,

handled, or manufactured.

(f) Any books, papers, records, documents, or reports made to, acquired by, prepared by, or maintained by the secretary pursuant to this article that would disclose any information about finances, financial status, financial worth, composition, market share, or business operations of any producer or handler, excluding information that solely reflects transfers of production base and pool quota among producers, is confidential and shall not be disclosed to any person other than the person from whom the information was received, except pursuant to the final order of a court with jurisdiction, or as necessary for the proper determination of any proceeding before the secretary.

62218. The Legislature may not increase the fees established under section 62216 except by an affirmative vote of two-thirds of the membership in each house of the Legislature.

SEC. 4. Chapter 4.6 (commencing with Section 116765) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 4.6. SAFE AND AFFORDABLE DRINKING WATER

Article 1. Legislative Findings and Declarations 116765. The Legislature finds and declares all of the following:

(a) Section 106.3 of the Water Code declares that it is the 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.

(b) For all public water systems, the operation and maintenance costs to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis may be significant.

(c) All community water systems are currently required to set, establish, and charge a schedule of rates and fees that are sufficient to recover the operation and maintenance costs required to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis.

(d) Hundreds of community water systems in the state cannot charge rates and fees that are affordable and sufficient to recover the full operation and maintenance costs required to supply, treat, and distribute potable water that complies with federal and state drinking water standards on a routine and consistent basis due to a combination of low income levels of customers, high treatment costs for contaminated water sources, and a lack of economies of scale that result in high unit costs for water

service. Many schools that serve as their own regulated public water systems and have contaminated water sources cannot afford the full operation and maintenance costs required to provide water that meets federal and state drinking water standards.

(e) Nearly all state or federal drinking water project funding sources prohibit the use of that funding for operation and maintenance costs, and as a result, those systems that cannot afford required operation and maintenance costs are unable to access funding for capital projects to meet federal and state drinking water standards.

(f) As a result, hundreds of thousands of Californians, particularly those living in small disadvantaged communities, may be exposed to unsafe drinking water in their homes and schools, which impacts human health, household costs, and community economic development.

(g) A significant number of California residents rely on state small water systems and domestic wells to provide their drinking water.

(h) The state small water systems and individual domestic wells face a serious threat of contamination because they often draw their water from shallow groundwater sources and have fewer or no chemical monitoring requirements.

(i) To ensure that the right of every Californian to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes is protected, it is in the interest of the State of California to identify where Californians are at high risk of lacking reliable access to safe drinking water or are known to lack reliable access to safe drinking water, whether they rely on a public water system, state small water system, or domestic well for their potable water supply.

(j) Long-term sustainability of drinking water infrastructure and service provision is necessary to secure safe drinking water for all Californians and therefore it is in the interest of the state to discourage the proliferation of new, unsustainable public water systems and state small water systems, to prevent waste, and to encourage consolidation and service extension when feasible.

(k) It is in the interest of all Californians to establish a fund with a stable source of revenue to provide financial support, particularly for operation and maintenance, necessary to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure.

Article 2. Definitions

116766. For the purposes of this chapter:

- (a) "Administrator" has the same meaning as defined in Section 116686.
- (b) "Board" means the State Water Resources Control Board.
- (c) "Community water system" has the same meaning as defined in Section 116275.
- (d) "Customer" means a purchaser of water from a community water system who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.
- (e) "Disadvantaged community" has the same meaning as defined in Section 116275.
- (f) "Domestic well" means a groundwater well used to supply water for the domestic needs of an individual residence or water systems that are not public water systems and that have no more than four service connections.
- (g) "Eligible applicant" means a public water system, including, but not limited to, a mutual water company; a public utility; a public agency, including, but not limited to, a local educational agency that owns or operates a public water system; a nonprofit organization; a federally recognized Indian tribe; a state Indian tribe listed on the Native American Heritage Commission's California Tribal Consultation List; an administrator; or a groundwater sustainability agency.
- (h) "Fund" means the Safe and Affordable Drinking Water Fund established pursuant to Section 116767.
- (i) "Fund implementation plan" means the fund implementation plan adopted pursuant to Section 116769.
- (j) "Groundwater sustainability agency" has the same meaning as defined in Section 10721 of the Water Code.
- (k) "Low-income household" means a household with an income that is less than 80 percent of the statewide median household income.
- (l) "Nontransient noncommunity water system" has the same meaning as defined in Section 116275.
- (m) "Public water system" has the same meaning as defined in Section 116275.
- (n) "Replacement water" includes, but is not limited to, bottled water, vended water, point-of-use, or point-of-entry treatment units.
- (o) "Safe drinking water" has the same meaning as defined in Section 116681.

(p) "Service connection" has the same meaning as defined in Section 116275.

(q) "Small community water system" has the same meaning as defined in Section 116275.

(r) "State small water system" has the same meaning as defined in Section 116275.

(s) "Vended water" has the same meaning as defined in Section 111070.

Article 3. Safe and Affordable Drinking Water Fund

116767. The Safe and Affordable Drinking Water Fund is hereby established in the State Treasury. Notwithstanding Section 13340 of the Government Code, all moneys in the fund are continuously appropriated to the board without regard to fiscal years, in accordance with this chapter. Moneys in the fund at the close of the fiscal year shall remain in the fund and shall not revert to the General Fund. Moneys in the fund shall not be available for appropriation or borrowed for use for any purpose not established in this chapter unless that use of the moneys receives an affirmative vote of two-thirds of the membership in each house of the Legislature.

116768. (a) The board shall administer the fund for the purposes of this chapter to provide a source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. The board shall prioritize the use of this funding to assist disadvantaged communities and low-income households served by a state small water system or domestic well. In order to maximize the use of other funding sources for capital construction projects when available, the board shall prioritize use of this funding for costs other than those related to capital construction costs, except for capital construction costs associated with consolidation and service extension to reduce the ongoing unit cost of service and to increase sustainability of drinking water infrastructure and service delivery. Beginning January 1, 2019, an expenditure from the fund shall be consistent with the annual fund implementation plan.

(b) In accordance with subdivision (a), the board shall expend moneys in the fund for grants, loans, contracts, or services to assist eligible applicants with any of the following:

(1) The provision of replacement water, as needed, to ensure immediate protection of health and safety as a short-term solution.

(2) The development, implementation, and sustainability of long-term solutions, including, but not limited to, technical assistance, planning, construction, and

operation and maintenance costs associated with replacing, repairing, blending, or treating contaminated or failing drinking water sources, creating and maintaining natural means of treating and improving sustainable water quality, consolidating water systems, or extending drinking water services to other public water systems, domestic wells, or state small water systems. Technical assistance and planning costs may include, but are not limited to, analyses to identify, and efforts to further, opportunities to reduce the unit cost of providing drinking water through organizational and operational efficiency improvements, system consolidation and service extension, implementation of new technology, and other options and approaches to reduce costs.

(3) Identifying and providing outreach to Californians who are eligible to receive assistance from the fund.

(4) Testing the drinking water quality of domestic wells serving low-income households, prioritizing those in high-risk areas identified pursuant to Article 4 (commencing with Section 116770).

(5) The provision of administrative and managerial services under Section 116686.

(c) The board may expend moneys from the fund for reasonable costs associated with administration of the fund. Beginning July 1, 2021, the board may expend no more than 5 percent of the annual revenues from the fund for reasonable costs associated with administration of the fund.

(d) The board may undertake any of the following actions to implement the fund:

(1) Provide for the deposit of both of the following moneys into the fund:

(A) Federal contributions.

(B) Voluntary contributions, gifts, grants, or bequests.

(2) Enter into agreements for contributions to the fund from the federal government, local or state agencies, and private corporations or nonprofit organizations.

(3) Provide for appropriate audit, accounting, and fiscal management services, plans, and reports relative to the fund.

(4) Direct portions of the fund to a subset of eligible applicants as required or appropriate based on funding source and consistent with the annual fund implementation plan.

(5) Direct moneys deposited into the fund described in subparagraph (B) of paragraph (1) towards a specific project, program, or study.

(6) Take additional action as may be appropriate for adequate administration and operation of the fund.

(e) In administering the fund, the board shall make reasonable efforts to ensure both of the following:

(1) That funds are used to secure the long-term sustainability of drinking water service and infrastructure, and natural means and green infrastructure solutions that contribute to sustainable drinking water, including, but not limited to, requiring adequate technical, managerial, and financial capacity of eligible applicants as part of funding agreement outcomes. Funding shall be prioritized to implement consolidations and service extensions when feasible, and administrative and managerial contracts or grants entered into pursuant to Section 116686 where applicable. Funds shall not be used to delay, prevent, or avoid the consolidation or extension of service to public water systems where it is feasible and the least-cost alternative. The board may set appropriate requirements as a condition of funding, including, but not limited to, a system technical, managerial, or financial capacity audit, improvements to reduce costs and increase efficiencies, an evaluation of alternative treatment technologies, and a consolidation or service extension feasibility study. As a condition of funding, the board may require a domestic well with nitrate contamination where ongoing septic system failure may be causing or contributing to contamination of a drinking water source to conduct an investigation and project to address the septic system failure if adequate funding sources are identified and accessible.

(2) That funds are not used to subsidize large-scale nonpotable use, to the extent feasible.

(f) In administering the fund, the board shall ensure that all moneys deposited into the fund from the fertilizer safe drinking water fee established by Article 6.5 (commencing with Section 14615) of Chapter 5 of Division 7 of the Food and Agricultural Code, the dairy safe drinking water fee established by Article 14.5 (commencing with Section 62215) of Chapter 2 of Part 3 of Division 21 of the Food and Agricultural Code and the safe drinking water fee for confined animal livestock facilities excluding dairies established by Article 10.5 (commencing with Section 595) of Chapter 3 of Part I of Division I of the Food and Agricultural Code shall be used to address nitrate-related contamination issues.

(g) At least once every 10 years, the board shall conduct a public review and assessment of the Safe and Affordable Drinking Water Fund to determine all of the following:

(1) The effectiveness of the fund in securing access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure.

(2) If the fees deposited into the fund have been appropriately expended.

(3) If the safe and affordable drinking water fee imposed by Article 5 (commencing with Section 116771) may be reduced based on past and projected future changes to the fund.

(4) What other actions are necessary to carry out the purposes of this chapter.

(h) Neither the board nor any employee of the board may be held liable for any act that is necessary to carry out the purposes of this chapter. Nor shall the board nor any authorized person be deemed to have incurred or be required to incur any obligation to provide additional funding or undertake additional action solely as a result of having undertaken an action pursuant to this chapter.

116769. By July 1 of each year, the board shall do all of the following:

(a) Prepare and make available a report of expenditures from the fund.

(b) Adopt, after a public hearing, an assessment of funding need, based on available data, that includes all of the following:

(1) Identification of systems and populations potentially in need of assistance, including all of the following:

(A) A list of systems that consistently fail to provide an adequate supply of safe drinking water. The list shall include, but is not limited to, all of the following:

(i) Any public water system that consistently fails to provide an adequate supply of safe drinking water.

(ii) Any community water system that serves a disadvantaged community that must charge fees that exceed the affordability threshold established in the Safe Drinking Water State Revolving Fund Intended Use Plan in order to supply, treat, and distribute potable water that complies with federal and state drinking water standards.

(iii) Any state small water system that consistently fails to provide an adequate supply of safe drinking water.

(B) A list of programs that assist, or that will assist, households supplied by a domestic well that consistently fails to provide an adequate supply of safe drinking water. This list shall include the number and approximate location of households served by each program without identifying exact addresses or other personal information.

(C) A list of public water systems and state small water systems that may be at risk of failing to provide an adequate supply of safe drinking water.

(D) An estimate of the number of households that are served by domestic wells or state small water systems in high risk areas identified pursuant to Article 4 (commencing with Section 116770). The estimate shall identify approximate locations of households, without identifying exact addresses or other personal information, in order to identify potential target areas for outreach and assistance programs.

(2) An analysis of anticipated funding, per contaminant, needed for known projects, services, or programs by eligible applicants, consistent with the fund implementation plan, including any funding needed for existing long-term funding commitments from the fund. The board shall identify and consider other existing funding sources able to support any projects, services, or programs identified, including, but not limited to, local funding capacity, state or federal funding sources for capital projects, funding from responsible parties, and specialized funding sources contributing to the fund.

(3) An estimate of the funding needed for the next fiscal year based on the amount available in the fund, anticipated funding needs, other existing funding sources, and other relevant data and information.

(c)(1) Adopt, after a public hearing, a fund implementation plan and policy handbook with priorities and guidelines for expenditures of the fund.

(2) The board shall work with a multi-stakeholder advisory group that shall be open to participation by representatives of entities paying into the fund, public water systems, technical assistance providers, local agencies, nongovernmental organizations, residents served by community water systems in disadvantaged communities, state small water systems, and domestic wells, and the public, to establish priorities and guidelines for the fund implementation plan and policy handbook.

(3) The adoption of a fund implementation plan and policy handbook and the implementation of the fund pursuant to the policy handbook are not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

Article 4. Information on High Risk Areas

116770. (a)(1) By January 1, 2020, the board, in consultation with local health officers and other relevant stakeholders, shall use available data to make available a map of aquifers that are at high risk of containing contaminants and that exceed primary federal and state drinking water standards that are used or likely to be used as a source of drinking water for a state small water system or a domestic well. The board shall update the map at least annually based on any newly available data.

(2) The board shall make the map of high risk areas, as well as the data used to make the map, publicly accessible on its Internet Web site in a manner that does not identify exact addresses or other personal information and that complies with the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The board shall notify local health officers and county planning agencies of high risk areas within their jurisdictions.

(b)(1) By January 1, 2020, a local health officer or other relevant local agency shall provide to the board all results of, and data associated with, water quality testing performed by certified laboratories for a state small water system or domestic well that was collected after January 1, 2014, and that is in the possession of the local health officer or other relevant local agency.

(2) By January 1, 2021, and by January 1 of each year thereafter, all results of, and data associated with, water quality testing performed by a certified laboratory for a state small water system or domestic well that is submitted to ~~the~~ a local health officer or other relevant local agency shall also be submitted directly to the board in electronic format.

(c) A map of high-risk areas developed pursuant to this article is not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

Article 5. Safe and Affordable Drinking Water Fee

116771. (a)(1) Beginning July 1, 2019, and until July 1, 2021, except as provided in subdivisions (d) and (e), there is hereby imposed a safe and affordable drinking water fee for the purposes authorized in this chapter on each customer of a community water system as follows:

(A) For a customer with a water meter that is less than or equal to one inch in size, the fee shall be ninety-five cents (\$0.95) per month.

(B) For a customer with a water meter that is greater than one inch and less than or equal to two inches in size, the fee shall be four dollars (\$4) per month.

(C) For a customer with a water meter that is greater than two inches and less than or equal to four inches in size, the fee shall be six dollars (\$6) per month.

(D) For a customer with a water meter that is greater than four inches in size, the fee shall be ten dollars (\$10) per month.

(E) For a customer without a water meter, the fee shall be ninety-five cents (\$0.95) per month.

(F) For a customer that has multiple meters serving a single address, the total fees shall not exceed ten dollars (\$10) per month.

(2)(A) A customer that self-certifies under penalty of perjury to the community water system collecting the fee that he or she meets either of the following criteria shall be exempt from the payment of the fee:

(i) The customer's household income is equal to or less than 200 percent of the federal poverty level.

(ii) The customer operates a deed-restricted multifamily housing development that is required to provide housing exclusively to tenants with household incomes equal to or less than 200 percent of the federal poverty level.

(B) A community water system shall not be held criminally or civilly liable for failing to collect fees from customers who claim a self-certified exemption or for collecting fees from customers who could claim a self-certified exemption but do not provide adequate or timely notice to the community water system that he or she meets a criterion to be exempt.

(3)(A) A customer that is already enrolled in a program offered by a community water system that is designed specifically to reduce the cost of water service incurred by customers who meet established income guidelines is exempt from the payment of the fee.

(B) A connection or meter that is used exclusively for fire flow or uses nonpotable water, including, but not limited to, recycled water, is exempt from the fee.

(b)(1)(A) Beginning July 1, 2021, except as provided in subdivisions (d) and (e) and Section 116772, there is hereby imposed a safe and affordable drinking

water fee on each customer according to a fee schedule established by the board for the purposes of the Safe and Affordable Drinking Water Fund.

(B) Notwithstanding any other provision of this section, the fee schedule shall not exceed the amounts established in paragraph (1) of subdivision (a).

(C) The board shall review and revise the fee schedule each fiscal year as necessary to not exceed the anticipated funding need in the most recent assessment of funding need.

(D)(i) The fee schedule shall exempt any connection or meter that is used exclusively for fire flow or utilizes nonpotable water, including, but not limited to, recycled water.

(ii) By July 1, 2021, the board, in consultation with the Public Utilities Commission, shall adopt regulations to exempt households with incomes equal to or less than 200 percent of the federal poverty level from the fee established in the fee schedule pursuant to this subdivision. The Public Utilities Commission shall provide consultation, as well as relevant data, from the California Alternate Rates for Energy or CARE program established pursuant to Section 739.1 of the Public Utilities Code and from the water utility low-income rate payer assistance programs developed pursuant to Section 739.8 of the Public Utilities Code to the board to aid in development and implementation of the regulations for exemption pursuant to this clause.

(2)(A) Beginning July 1, 2023, the fee schedule shall be set at an amount that does not result in the total uncommitted amount in the fund exceeding two times the anticipated funding need in the most recent assessment of funding need.

(B) Notwithstanding any other provision of this section, the fee schedule shall not exceed the amounts established in paragraph (1) of subdivision (a).

(C) For purposes of this paragraph, "total uncommitted amount in the fund" does not include moneys in the fund from the fertilizer safe drinking water fee established by Article 6.5 (commencing with Section 14615) of Chapter 5 of Division 7 of the Food and Agricultural Code until January 1, 2033, and, until January 1, 2035, does not include moneys in the fund from the dairy safe drinking water fee established by Article 14.5 (commencing with Section 62215) of Chapter 2 of Part 3 of Division 21 of the Food and Agricultural Code or the safe drinking water fee for confined animal livestock facilities excluding dairies established by Article 10.5 (commencing with Section 595) of Chapter 3 of Part I of Division I of the Food and Agricultural Code.

(c) A community water system shall collect the fee imposed by subdivisions (a) and (b) from each of its customers and may retain an amount, as approved by the board, as reimbursement for the reasonable costs incurred by the public water system associated with the collection of the fee. Until July 1, 2021, the amount retained by a community water system as reimbursement shall not exceed 4 percent of the amount collected and beginning July 1, 2021, the amount retained as reimbursement shall not exceed 2 percent of the amount collected. For small community water systems, reasonable community water system administrative cost reimbursement shall not exceed five hundred dollars (\$500) or 4 percent of the total revenue collected, whichever is greater. The community water system shall remit the remainder to the board on an annual schedule.

(d) A community water system with fewer than 200 service connections and its customers shall be exempt from the requirements of this section. The board may approve an exemption for a community water system with 200 or more service connections and its customers from the requirements of this section if the board finds that the amount required to be remitted to the board pursuant to this section would be de minimis.

(e) Notwithstanding any other provision of this article, a fee shall not be imposed pursuant to this article on a person or entity that is itself a community water system if that community water system is purchasing water from another community water system to supply its own customers that are themselves being assessed the fee.

(f) All moneys remitted to the board under this article shall be deposited in the Safe and Affordable Drinking Water Fund.

116772. (a) A community water system may apply to the board to authorize the community water system to use an alternative method to calculate the amount owed by each customer for the charge imposed by Section 116771 by submitting an application, in a form prescribed by the board, that demonstrates both of the following:

(1) That the method required by statute, regulation, or fee schedule adopted by the board would be impractical for the community water system to collect.

(2) That the method proposed by the community water system would provide a level of total revenue equivalent to the revenue the community water system would transmit to the board pursuant to the applicable fee schedule and that the method is consistent with the fee restrictions in this article, including, but not limited to, amount maximums and exemptions.

(b) The board shall review any application submitted pursuant to subdivision (a) to determine if the proposed alternative is consistent with this article. If the board denies

the application, that denial shall be in writing and shall not be reviewable. If the board approves the application, the community water system may use the alternative method for an amount of time prescribed by the board, not to exceed five years.

(c) There is not a limit on the number of applications the board may approve pursuant to this section to establish or renew an alternative method of fee calculation.

116773. (a) The board, in consultation with the California Department of Tax and Fee Administration, shall administer and collect the fees imposed by this article in accordance with the Fee Collection Procedures Law (Part 30 (commencing with Section 55001) of Division 2 of the Revenue and Taxation Code).

(b) For purposes of administration of the fee imposed by this article, the following references in the Fee Collection Procedures Law shall have the following meanings:

(1) "Board" or "State Board of Equalization" means the State Water Resources Control Board.

(2) "Fee" means the safe and affordable drinking water fee imposed pursuant to this article.

(3) "Feepayer" means a customer liable to pay the fee.

(c) The board, in consultation with the California Department of Tax and Fee Administration, may prescribe, adopt, and enforce regulations relating to the administration and enforcement of this article, including, but not limited to, collections, reporting, refunds, and appeals.

(d) The initial regulations adopted by the board to implement this article shall be adopted in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and shall not rely on the statutory declaration of emergency in subdivision (e).

(e) Except as provided in subdivision (d), the regulations adopted pursuant to this section, any amendment to those regulations, or subsequent adjustments to the annual fees or adoption of fee schedule, shall be adopted by the board as emergency regulations in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. The adoption of these regulations is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare. Any emergency regulations adopted by the board, or adjustments to the annual fees made by the board pursuant to this section, shall remain in effect until revised by the board.

116774. The Legislature may not increase the fees established under section 116771 except by an affirmative vote of two-thirds of the membership in each house of the Legislature.

SEC. 5. Section 13050 of the Water Code is amended to read:

13050. As used in this division:

- (a) "State board" means the State Water Resources Control Board.
- (b) "Regional board" means any California regional water quality control board for a region as specified in Section 13200.
- (c) "Person" includes any city, county, district, the state, and the United States, to the extent authorized by federal law.
- (d) "Waste" includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.
- (e) "Waters of the state means any surface water or groundwater, including saline waters, within the boundaries of the state.
- (f) "Beneficial uses" of the waters of the state that may be protected against quality degradation include, but are not limited to, domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources or preserves.
- (g) "Quality of the water" refers to chemical, physical, biological, bacteriological, radiological, and other properties and characteristics of water which affect its use.
- (h) "Water quality objectives" means the limits or levels of water quality constituents or characteristics which are established for the reasonable protection of beneficial uses of water or the prevention of nuisance within a specific area.
- (i) "Water quality control" means the regulation of any activity or factor which may affect the quality of the waters of the state and includes the prevention and correction of water pollution and nuisance.

(j) "Water quality control plan" consists of a designation or establishment for the waters within a specified area of all of the following:

- (1) Beneficial uses to be protected.
- (2) Water quality objectives.
- (3) A program of implementation needed for achieving water quality objectives.

(k) "Contamination" means an impairment of the quality of the waters of the state by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. "Contamination" includes any equivalent effect resulting from the disposal of waste, whether or not waters of the state are affected.

(l) (1) "Pollution" means an alteration of the quality of the waters of the state by waste to a degree which unreasonably affects either of the following:

- (A) The waters for beneficial uses.
 - (B) Facilities which serve these beneficial uses.
- (2) "Pollution" may include "contamination."

(m) "Nuisance" means anything which meets all of the following requirements:

- (1) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- (2) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- (3) Occurs during, or as a result of, the treatment or disposal of wastes.

(n) "Recycled water" means water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource.

(o) "Citizen or domiciliary" of the state includes a foreign corporation having substantial business contacts in the state or which is subject to service of process in this state.

(p)(1) "Hazardous substance" means either of the following:

(A) For discharge to surface waters, any substance determined to be a hazardous substance pursuant to Section 311(b)(2) of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.).

(B) For discharge to groundwater, any substance listed as a hazardous waste or hazardous material pursuant to Section 25140 of the Health and Safety Code, without regard to whether the substance is intended to be used, reused, or discarded, except that "hazardous substance" does not include any substance excluded from Section 311(b)(2) of the Federal Water Pollution Control Act because it is within the scope of Section 311(a)(1) of that act.

(2) "Hazardous substance" does not include any of the following:

(A) Nontoxic, nonflammable, and noncorrosive stormwater runoff drained from underground vaults, chambers, or manholes into gutters or storm sewers.

(B) Any pesticide which is applied for agricultural purposes or is applied in accordance with a cooperative agreement authorized by Section 116180 of the Health and Safety Code, and is not discharged accidentally or for purposes of disposal, the application of which is in compliance with all applicable state and federal laws and regulations.

(C) Any discharge to surface water of a quantity less than a reportable quantity as determined by regulations issued pursuant to Section 311(b)(4) of the Federal Water Pollution Control Act.

(D) Any discharge to land which results, or probably will result, in a discharge to groundwater if the amount of the discharge to land is less than a reportable quantity, as determined by regulations adopted pursuant Section 13271, for substances listed as hazardous pursuant to Section 25140 of the Health and Safety Code. No discharge shall be deemed a discharge of a reportable quantity until regulations set a reportable quantity for the substance discharged.

(q)(1) "Mining waste" means all solid, semisolid, and liquid waste materials from the extraction, beneficiation, and processing of ores and minerals. Mining waste includes, but is not limited to, soil, waste rock, and overburden, as defined in Section 2732 of the Public Resources Code, and tailings, slag, and other processed waste materials, including cementitious materials that are managed at the cement manufacturing facility where the materials were generated.

(2) For the purposes of this subdivision, "cementitious material" means cement, cement kiln dust, clinker, and clinker dust.

(r) "Master recycling permit" means a permit issued to a supplier or a distributor, or both, of recycled water, that includes waste discharge requirements prescribed pursuant to Section 13263 and water recycling requirements prescribed pursuant to Section 13523.1.

(s)(1) "Agricultural operation" means either of the following:

(A) A discharger that satisfies both of the following conditions:

(i) The discharger is an owner, operator, or both, of land that is irrigated to produce crops or pasture for commercial purposes or a nursery.

(ii) The discharger is enrolled or named in an irrigated lands regulatory program order adopted by the state board or a regional board pursuant to Section 13263 or 13269.

(B) A discharger that satisfies both of the following conditions:

(i) The discharger is an owner, operator, or both of a facility that is used for the raising or harvesting of livestock.

(ii) The discharger is enrolled or named in an order adopted by the state board or a regional board pursuant to Section 13263 or 13269 that regulates the discharges of waste from a facility identified in clause (i) to protect ground and surface water.

(2) "Agricultural operation" does not include any of the following:

(A) An off-farm facility that processes crops or livestock.

(B) An off-farm facility that manufactures, synthesizes, stores, or processes fertilizer.

(C) Any portions of land or activities occurring on those portions of land that are not covered by an order adopted by the state board or a regional board identified in clause (ii) of subparagraph (A) or clause (ii) of subparagraph (B) of paragraph (1).

SEC. 6.

Article 4.5 (commencing with Section 13278) is added to Chapter 4 of Division 7 of the Water Code, to read:

Article 4.5. Discharges of Nitrate to Groundwater from Agricultural Operations

13278. (a) For the purposes of this article, the Legislature finds all of the following:

(1) Implementation of currently known best management practices for some crops under some circumstances can reduce but not always completely prevent nitrogen in organic and synthetic fertilizers that transform to nitrate from reaching groundwater at concentrations above the water quality objectives established pursuant to this division.

(2) It is acknowledged that discharges of nitrate from agricultural operations could reach groundwater and could cause or contribute to exceedances of drinking water standards for nitrate, and could cause conditions of pollution or nuisance in those waters as defined and applied in accordance with this division, or both.

(3) Nitrate pollution of groundwater impacts drinking water sources for hundreds of thousands of Californians and it is necessary to protect current and future drinking water users from the impacts of nitrate pollution.

(4) Despite progress in controlling discharges of nitrogen that lead to nitrate formation, some groundwater sources of drinking water will continue to be adversely impacted by nitrate and it is important to have in place a program for mitigating these impacts.

(5) The regional boards will continue to regulate discharges to reduce nitrogen loading and protect beneficial uses of water and groundwater basins; the state board, regional boards, and courts will ensure compliance with those orders; and dischargers will pay for mitigation of nitrate pollution by funding projects that provide both immediate and long-term drinking water solutions for affected communities and affected domestic wells.

(b) The Legislature declares its intent in establishing this article to limit certain enforcement actions that a regional board or the state board could otherwise initiate during a 15-year period against an agricultural operation that meets specified requirements, while maintaining the overall framework of this division to protect beneficial uses, implement water quality objectives in waters of the state, and regulate activities and factors that affect water quality to attain the highest water quality that is reasonable.

13278.1. (a) An agricultural operation shall not be subject to enforcement undertaken or initiated by the state board or a regional board, under Chapter 5 (commencing with Section 13300), for causing or contributing to an exceedance of a water quality objective for nitrate in groundwater or for causing or contributing to a condition of pollution or nuisance for nitrate in groundwater if an agricultural operation that discharges or threatens to discharge, or has discharged or previously threatened to discharge, nitrate to groundwater meets all of the following requirements:

(1) The agricultural operation is in compliance with all applicable provisions prescribed by a regional board or the state board in an order adopted pursuant to

Section 13263 or 13269, including, but not limited to, the following:

- (A) Requirements to implement best practicable treatment or control.
- (B) Requirements to implement best efforts.
- (C) Monitoring and reporting requirements.
- (D) Applicable timelines.

(2) The agricultural operation is in compliance with an applicable program of implementation for achieving groundwater quality objectives for nitrate that is part of an applicable water quality control plan adopted by the state board or a regional board pursuant to Article 3 (commencing with Section 13240).

(3) The requirement contained in paragraph (1) excludes any provision contained in an order adopted under Section 13263 or 13269 that prohibits in general terms a discharge from causing or contributing, or threatening to cause or contribute, to an exceedance of a water quality objective for nitrate in groundwater or a condition of pollution or nuisance for nitrate in groundwater.

(b)(1) An agricultural operation is not in compliance with the requirement in paragraph (1) of subdivision (a) if the agricultural operation has been subject to an enforcement order under Chapter 5 (commencing with Section 13300) within the preceding 12 months for violation of an order adopted under Section 13263 or 13269 authorizing discharges from agricultural operations.

(2) Paragraph (1) does not apply to an enforcement order issued after January 1, 2016, and before January 1, 2019, inclusive, alleging that a discharge from an agricultural operation caused or contributed, or threatened to cause or contribute, to an exceedance of a water quality objective for nitrate in groundwater, conditions of pollution or nuisance for nitrate in groundwater, or both.

(c) Except as otherwise provided in subdivision (d), both of the following apply to a discharge of nitrogen to groundwater by an agricultural operation that occurs when the discharger is in compliance with the requirements of paragraph (1) of subdivision (a):

(1) The discharge of nitrogen to groundwater shall not be admissible in a future enforcement action against the agricultural operation by the state board or a regional board, pursuant to Chapter 5 (commencing with Section 13300), to support a claim that the agricultural operation is causing or contributing, or threatening to cause or contribute, to an exceedance of a water quality objective for nitrate in groundwater or

a condition of pollution or nuisance for nitrate in groundwater.

(2) The discharge of nitrogen to groundwater shall not be considered by the state board or a regional board to apportion responsibility and shall not be used by any person to diminish responsibility in any enforcement action initiated pursuant to Chapter 5 (commencing with Section 13300) with respect to discharges of nitrogen, regardless of source, that did not occur in compliance with the mitigation requirements of paragraph (1) of subdivision (a).

(d) Nothing in this section alters the state board's or a regional board's authority to do both of the following:

(1) To require or conduct investigations, to require reports on or to establish other requirements for best practicable treatment or control or best efforts, or to require monitoring and reporting requirements to protect water quality.

(2) To take or initiate enforcement action pursuant to Chapter 5.5 (commencing with Section 13370), without regard to whether the agricultural operation met the requirements of paragraph (1) of subdivision (a) at any time.

(c) This section shall not be deemed to change or alter a water quality objective that is part of a water quality control plan adopted by the state board or a regional board pursuant to Article 3 (commencing with Section 13240). (f) This section shall remain in effect only until January 1, 2029, and as of that date is repealed.

13278.2. (a) An agricultural operation shall not be subject to enforcement undertaken or initiated by the state board or a regional board, under Section 13304, for creating or threatening to create a condition of pollution or nuisance for nitrate in groundwater if an agricultural operation that discharges or threatens to discharge, or has discharged or previously threatened to discharge, nitrate to groundwater meets all of the following requirements:

(1) The agricultural operation is in compliance with all applicable provisions prescribed by a regional board or the state board in an order adopted pursuant to Section 13263 or 13269, including, but not limited to, the following:

(A) Requirements to implement best practicable treatment or control.

(B) Requirements to implement best efforts.

(C) Monitoring and reporting requirements.

(D) Applicable timelines.

(2) The agricultural operation is in compliance with an applicable program of implementation for achieving groundwater quality objectives for nitrate that is part of an applicable water quality control plan adopted by the state board or a regional board pursuant to Article 3 (commencing with Section 13240).

(3) The requirement contained in paragraph (1) excludes any provision contained in an order adopted under Section 13263 or 13269 that prohibits in general terms a discharge from causing or contributing, or threatening to cause or contribute, to an exceedance of a water quality objective for nitrate in groundwater or a condition of pollution or nuisance for nitrate in groundwater.

(b) An agricultural operation is not in compliance with the mitigation requirement in paragraph (1) of subdivision (a) if the agricultural operation has been subject to an enforcement order under Chapter 5 (commencing with Section 13330) within the preceding 12 months for violation of an order adopted under Section 13263 or 13269 authorizing discharges from agricultural operations.

(c) Except as otherwise provided in subdivision (d), both of the following apply to a discharge of nitrogen to groundwater by an agricultural operation that occurs when the discharger is in compliance with the requirements of paragraph (1) of subdivision (a):

(1) The discharge of nitrogen to groundwater shall not be admissible in a future enforcement action against the agricultural operation by the state board or a regional board, pursuant to Section 13304 to support a claim that the agricultural operation is causing or contributing, or threatening to cause or contribute, to an exceedance of a water quality objective for nitrate in groundwater or a condition of pollution or nuisance for nitrate in groundwater.

(2) The discharge of nitrogen to groundwater shall not be considered by the state board or a regional board to apportion responsibility and shall not be used by any person to diminish responsibility in any enforcement action initiated pursuant to Section 13304 with respect to discharges of nitrogen to groundwater, regardless of source, that did not occur in compliance with the requirements of paragraph (1) of subdivision (a).

(d) Nothing in this section alters the state board's or a regional board's authority to do both of the following:

(1) To require or conduct investigations, to require reports on or to establish other requirements for best practicable treatment or control or best efforts, or to require monitoring and reporting requirements to protect water quality.

(2) To take or initiate enforcement action pursuant to Chapter 5.5 (commencing with Section 13370), without regard to whether the agricultural operation met the requirements of paragraph (1) of subdivision (a) at any time.

(e) This section shall not be deemed to change or alter a water quality objective that is part of a water quality control plan adopted by the state board or a regional board pursuant to Article 3 (commencing with Section 13240).

(f)(1) This section shall become operative on January 1, 2029.

(2) This section shall remain in effect only until January 1, 2034, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2034, deletes or extends that date.

13278.3. By January 1, 2028, the state board shall conduct a public review of regulatory and basin plan amendment implementation programs to evaluate progress toward achieving water quality objectives with respect to nitrate in groundwater and assess compliance with adopted timelines, monitoring requirements, and implementation of best practicable treatment or control.

13278.4. Nothing in this article limits the liability of a discharger under any other law, including, but not limited to, Part 3 (commencing with Section 3479) of Division 4 of the Civil Code.

13278.5. As long as the safe drinking water fee for confined animal facilities excluding dairies pursuant to Article 10.5 (commencing with Section 595) of Chapter 3 of Part 1 of Division 1 of the Food and Agricultural Code, the fertilizer safe drinking water fee pursuant to Article 6.5 (commencing with Section 14615) of Chapter 5 of Division 7 of the Food and Agricultural Code, and the dairy safe drinking water fee pursuant to Article 14.5 (commencing with Section 62215) of Chapter 2 of Part 3 of Division 21 of the Food and Agricultural Code are in effect, the Legislature may not amend the provisions in this article except by an affirmative vote of two-thirds of the membership in each house of the Legislature.

SEC. 7. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

ATTACHMENT 2

ACWA Opposition Letter to Assembly
Appropriations Committee Chair
Dated September 8, 2017

Updated: September 8, 2017 / Originally Sent: August 18, 2017

The Honorable Lorena Gonzalez Fletcher
Chair, Assembly Appropriations Committee
California State Assembly
State Capitol, Room 2114
Sacramento, CA 95814

Re: SB 623 (Monning): Safe Drinking Water Funding/TAX ON WATER
Position: OPPOSE UNLESS AMENDED (As Amended August 21, 2017)

Alameda County Water District
Amador Water Agency
American Water Works Association,
California-Nevada Section
Anderson-Cottonwood Irrigation District
Antelope Valley – East Kern Water
Agency
Association of California Water Agencies
Bella Vista Water District
Brooktrails Township Community
Services District
Browns Valley Irrigation District
Calaveras County Water District
CalDesal
California Municipal Utilities Association
Calleguas Municipal Water District
Camrosa Water District
Carmichael Water District
Casitas Municipal Water District
Citrus Heights Water District
City of Beverly Hills
City of Fairfield
City of Garden Grove
City of Glendale Water and Power
City of Newport Beach
City of Oceanside
City of Redding
City of Roseville
City of San Diego
City of Santa Rosa
Coachella Valley Water District
Contra Costa Water District
Crescenta Valley Water District
Cucamonga Valley Water District
Del Paso Manor Water District
Desert Water Agency
Dublin San Ramon Services District
East Orange County Water District
East Valley Water District
Eastern Municipal Water District
El Dorado Irrigation District
El Toro Water District
Elsinore Valley Municipal Water District
Fair Oaks Water District

Fallbrook Public Utility District
Foothill Municipal Water District
Georgetown Divide Public Utility District
Glenn-Colusa Irrigation District
Helix Water District
Hidden Valley Lake Community Services
District
Humboldt Bay Municipal Water District
Humboldt Community Services District
Indian Wells Valley Water District
Indio Water Authority
Irvine Ranch Water District
Kern County Water Agency
Kinneloa Irrigation District
Laguna Beach County Water District
Lake Hemet Municipal Water District
Las Virgenes Municipal Water District
Long Beach Water Department
Malaga County Water District
Mammoth Community Water District
McKinleyville Community Services
District
Merced Irrigation District
Mesa Water District
Mid-Peninsula Water District
Mission Springs Water District
Mojave Water Agency
Monte Vista Water District
Municipal Water District of Orange
County
Northern California Water Association
Olivenhain Municipal Water District
Orange County Water District
Orchard Dale Water District
Otay Water District
Padre Dam Municipal Water District
Palm Ranch Irrigation District
Palmdale Water District
Paradise Irrigation District
Pico Water District
Placer County Water Agency
Quartz Hill Water District
Rainbow Municipal Water District
Rancho California Water District

Regional Water Authority
Richvale Irrigation District
Rincon del Diablo Municipal Water
District
Rio Alto Water District
Rio Linda Elverta Community Water
District
Rowland Water District
Sacramento Suburban Water District
San Diego County Water Authority
San Gabriel Valley Municipal Water
District
San Juan Water District
Santa Fe Irrigation District
Santa Margarita Water District
Scotts Valley Water District
Shasta Community Services District
South Coast Water District
South Tahoe Public Utility District
Southern California Water Committee
Stockton East Water District
Tahoe City Public Utility District
Three Valleys Municipal Water District
Tulare Irrigation District
Tuolumne Utilities District
United Water Conservation District
Upper San Gabriel Valley Municipal
Water District
Vallecitos Water District
Valley Center Municipal Water District
Valley of the Moon Water District
Vista Irrigation District
Walnut Valley Water District
Westlands Water District
Western Canal Water District
Western Municipal Water District
Wheeler Ridge-Maricopa Water Storage
District
Yolo County Flood Control Water
Conservation District
Yorba Linda Water District
Yuba County Water Agency

Dear Chair Gonzalez Fletcher:

The above-listed organizations are OPPOSED UNLESS AMENDED to SB 623 (Monning) and **OPPOSE**
THE TAX ON WATER BEING ADDED TO SB 623.

This bill would establish a fund to be administered by the State Water Resources Control Board (SWRCB) to assist those who do not have access to safe drinking water. The organizations listed on this letter agree with the intent of the bill. The lack of access to safe drinking water in certain disadvantaged communities is a public health issue and a social issue that the State needs to address.

As the Legislature departed Sacramento for Summer Recess, the intended funding sources for SB 623 had yet to be identified in the bill. The Author is adding the funding sources just prior to the Assembly Appropriations Committee voting on the measure. Senator Monning is adding two types of funding: 1) fees related to fertilizer and dairies to address nitrate contamination; and 2) a state-mandated tax on water that the bill would require local water agencies to assess on their local ratepayers and send to Sacramento. The above-listed organizations oppose the proposal for a tax on water.

PROBLEMS WITH A TAX ON WATER: Following are examples of problems with a tax on water:

- 1) **Requiring local water agencies and cities across the state to impose a tax on water for the State of California is highly problematic and is not the appropriate response to the problem;**
- 2) State law sets forth a policy of a human right to water for human consumption that is safe, clean, **affordable** and accessible. **It is not sound policy to tax something that is a human right;**
- 3) **Adding a tax on water works against keeping water affordable for all Californians; and**
- 4) **It is inefficient for local water agencies across the state to collect the tax and send it to Sacramento.**

Instead of turning local water agencies into taxation agencies for the state, the above-listed organizations suggest the following funding solution:

FUNDING SOLUTION:

- 1) **Safe Drinking Water State Revolving Fund (SRF)** – this federal funding can be used to fund capital costs;
- 2) **General Obligation (G.O.) Bonds** – SB 5 (de León) proposes \$175 million for safe drinking water and two new bond initiatives have been filed with the Attorney General which both propose \$500 million for safe drinking water. All of these bonds propose to prioritize the drinking water funding to disadvantaged communities (DACs);
- 3) **Ag Funding** – the nitrate-related fee(s) that is expected to be added to the bill can be used for replacement water, including point-of-use and point-of-entry treatment, for nitrate contamination; and
- 4) **General Fund** – General Fund funding can fund the non-nitrate operation and maintenance (O&M) costs needs at public water systems in certain DACs.

Everyone in California should have access to safe drinking water. The fact that a small percentage of Californians do not makes this issue a public health and social issue for which the General Fund is an appropriate source of funding as part of the above-suggested funding package.

AMENDMENTS: In addition to including the General Fund as a funding source instead of a tax on water, the organizations listed above are suggesting the amendments shown on the attachment to address various concerns regarding this funding measure.

The above-listed organizations urge your “No” vote on SB 623 unless the bill does not include a tax on water and these concerns are addressed.

If you have questions, please contact Cindy Tuck, Deputy Executive Director for Government Relations, Association of California Water Agencies at (916) 441-4545 or at cindy@acwa.com.

cc: The Honorable William W. Monning
Honorable Members, Assembly Appropriations Committee
Ms. Kathy Smith, Senior Legislative Consultant, Office of Senator William W. Monning
Ms. Jennifer Galehouse, Deputy Chief Consultant, Assembly Appropriations Committee
Mr. Jared Yoshiki, Consultant, Assembly Republican Caucus

Attachment

SB 623 (MONNING) AMENDMENTS SUGGESTED BY WATER AGENCIES AND WATER ORGANIZATIONS LISTED ON THIS LETTER

- 1) Do NOT include a tax on water (i.e., the proposed drinking water “fee.”) Instead, the bill should propose General Fund funding as the non-nitrate funding source in the bill.**
- 2) Exclude capital costs as an eligible funding category** and focus on funding operation and maintenance (O&M) costs, which are difficult to fund through G.O. bonds and cannot be funded with Safe Drinking Water State Revolving Fund (SRF) dollars. (G.O. bonds and the SRF are effective in funding capital costs.)
- 3) Limit the funding to disadvantaged communities (DACs)** and low income individual domestic well users that do not have access to safe drinking water, consistent with 4) below.
- 4) Exclude individual domestic wells and “state small water systems” (with 5 to 14 connections) as eligible funding categories (with one exception for nitrate). Data is lacking to support a credible needs assessment.** For example, the state does not require owners of private wells to sample their wells, and consequently a comprehensive database for these groundwater sources does not exist. **The bill should explicitly exclude these two categories from funding with the exception that funding could be made available for replacement water** for individual domestic wells or state small water systems in rural areas of the state for which the local health officer has certified that data documents that the wells for which funding is being sought in that area are contaminated with **nitrate**. The proposed definition of “replacement water” should be narrowed to make this exception workable. (Bottled water, point-of-use treatment and point-of-entry treatment are reasonable parts of this proposed definition.)
- 5) Make sure the funding goes to address situations where the water is not safe.** The proposed language in Section 116769 references: A) “systems and populations potentially in need of assistance”; and B) systems that “may be at risk of failing.” Funding for safe drinking water should go to where there are real problems as opposed to going to where there is a chance of a problem.
- 6) Focus on safe drinking water and recognize that affordability issues are being discussed in the SWRCB’s AB 401 implementation process.** The language should be deleted from Section 116769 which would include in the needs assessment all community water systems in DACs that charge fees that exceed the affordability threshold in the Clean Water State Revolving Fund Intended Use Plan (i.e., fees that equal or exceed 1.5 percent of the median household income). The SWRCB is currently developing a plan for a low-income water rate assistance program pursuant to AB 401 (Dodd, 2015), and there many questions being raised about how affordability thresholds should be determined.
- 7) Clarify what is intended by the proposed authority for the SWRCB to take incidental action as may be appropriate for adequate administration and operation of the fund.** Instead of simply including this rather vague provision, the bill should be specific as to what this proposed authority is intended to cover.

ATTACHMENT 3

Proposed Resolution 03-2018
In Opposition to a Public Goods Charge on Water

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 03-2018

RESOLUTION OF THE BOARD OF DIRECTORS
IN OPPOSITION TO A PUBLIC GOODS CHARGE ON WATER

WHEREAS, proposals to impose a public goods charge or similar permanent statewide tax on water are under consideration; and

WHEREAS, a public goods charge or other permanent tax on water bills is not the appropriate mechanism to fund water solutions or address water quality and water supply problems faced by some disadvantaged communities; and

WHEREAS, assessing a public goods charge would unfairly penalize local water agencies that have already made, and continue to make, investments in water management programs and infrastructure and would make it more difficult and costly for local water agencies to fund critical local water efficiency and supply projects; and

WHEREAS, according to a recent report by the Public Policy Institute of California, local water agencies are spending more than \$25 billion a year on local water-related programs, projects and infrastructure, and those investments have prepared them to respond to the current drought and have shielded the state's economy from the drought's most severe impacts over the past four years; and

WHEREAS, while there is a clear need to fund sensible long-term solutions and assist disadvantaged communities that do not have safe drinking water, a tax on water bills paid by a subset of Californians is not the solution; and

WHEREAS, local water managers are best suited to identify ways to spend locally-generated revenues at their respective agencies; an additional tax on water bills paid in order to send money to Sacramento, where a portion will be carved out to fund another layer of administration, is not efficient and is not an appropriate solution or sound policy;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES RESOLVE that Citrus Heights Water District opposes any effort by the state Legislature to impose a statewide public goods charge or other tax on water bills; and

BE IT FURTHER RESOLVED that Citrus Heights Water District opposes the use of the budget trailer bill process or other last-minute attempt to circumvent the appropriate legislative policy committee process to advance policy issues without full disclosure and transparency; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to our state legislative representatives and key members of the Administration.

Adopted by the Board of Directors at a regular held on February 21, 2018 by the following roll call vote:

Ayes:

Noes:

Abstain:

RAYMOND RIEHLE, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 03-2018 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held February 21, 2018.

CHRISTOPHER CASTRUITA, Deputy Secretary
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 27, 2018 MEETING

SUBJECT : Discussion and Possible Action to Approve an Amended Resolution Appointing the Customer Advisory Committee

STATUS : Action Item

REPORT DATE : February 8, 2018

PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk

OBJECTIVE:

Consider adopting Resolution 04-2018, Creating the Customer Advisory Committee and Appointing Twenty-Four Members to the Committee.

BACKGROUND AND ANALYSIS:

On January 17, 2018 the Citrus Heights Water District (CHWD) Board of Directors (Board) approved Resolution 01-2018, Establishing the Customer Advisory Committee. Based on Board direction at previous CHWD Board meetings, Resolution 01-2018 prescribes a 22 seat body made up of 19 voting members and three ex-officio members, for a total 22 seats, including:

1. 17 seats for residential customers located throughout the CHWD service area;
2. Two seats representing commercial interests from the Citrus Heights Chamber of Commerce and Sunrise MarketPlace, respectively; and
3. Three ex-officio seats for the San Juan Unified School District, the Sunrise Parks and Recreation District, and Sylvan Cemetery District, respectively.

In the days following the January Board meeting, two additional local stakeholders came to light. First, staff reviewed the volumetric usage of the City of Citrus Heights (City), and found that the City uses a significant amount of water in order irrigate street medians and maintain their City Hall complex located at 6360 Fountain Square Drive. Given that CHWD appointed other local government agencies with significant water usage (San Juan Unified School District, Sylvan Cemetery District, and Sunrise Recreation and Parks District) to ex-officio seats on the Board, staff would recommend adding an ex-officio seat for the City as well.

In addition, staff was recently made aware of the existence of the Auburn Boulevard Business Association (ABBA), a non-profit membership association created in 2016 to represent the business and property owners between Sylvan Corners and I-80. The group may in the future form a Property-based Business Improvement District (PBID) similar to the Sunrise MarketPlace. Thus, staff would recommend adding a voting seat for an ABBA representative.

RECOMMENDATION:

Adopt Resolution 04-2018, creating the Customer Advisory Committee and appointing Twenty-Four Members to the Customer Advisory Committee.

ATTACHMENT:

1. Customer Advisory Committee Proposed Members
2. Resolution 04-2018, Establishing a Customer Advisory Committee

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

ATTACHMENT 1

Customer Advisory Committee Proposed

Members

Citrus Heights Water District Customer Advisory Committee Proposed Members

Voting Members – Residential

- | | |
|----------------------|----------------------|
| 1. Kimberly Berg | 2. Julie Beyers |
| 3. Russell Blair | 4. Patti Catalano |
| 5. Suzanne Guthrie | 6. Doug MacTaggart |
| 7. Porsche Middleton | 8. James Monteton |
| 9. Richard Moore | 10. Caroll Mortenson |
| 11. Jenna Moser | 12. David Paige |
| 13. Aimee Pfaff | 14. Peg Pinard |
| 15. Javed Siddiqui | 16. Colleen Sloan |
| 17. David Wheaton | |

Voting Members – Commercial

1. Wes Ervin – Citrus Heights Chamber of Commerce Economic Development Committee Chair
2. Mike Nishimura – Sunrise MarketPlace Representative
- 2-3. To Be Determined – Auburn Boulevard Business Association

Ex-Officio Members – Institutional

1. San Juan Unified School District represented by Chris Ralston, Maintenance and Operations Manager
2. Sunrise Recreation and Parks District represented by Dave Mitchell, District Administrator, and Noe Villa, Parks and Facilities Superintendent
3. Sylvan Cemetery District represented by Ron Clark, Manager, and Cyndi Price, Assistant Manager
- 3-4. City of Citrus Heights represented by Katherine Cooley, Assistant to the City Manager

ATTACHMENT 2

Proposed Resolution 04-2018,
Establishing a Customer Advisory Committee

CITRUS HEIGHTS WATER DISTRICT
RESOLUTION NO. 04-2018

RESOLUTION OF THE BOARD OF DIRECTORS
ESTABLISHING A CUSTOMER ADVISORY COMMITTEE

WHEREAS, the Citrus Heights Water District (CHWD) is an Irrigation District formed pursuant to the California Irrigation District Law (California Water Code, section 20500 et seq.); and

WHEREAS, CHWD provides drinking water to an estimated service area population of 67,000 customers via approximately 19,600 water service connections in Sacramento and Placer Counties and has responsibility for operating, maintaining and planning for the replacement of its water assets, including water mains; and

WHEREAS, CHWD anticipates that, beginning in 2030, it will be necessary to replace many aging water mains, the majority of which were installed between 1960 and 1985 by private developers and later became donated assets to CHWD; and

WHEREAS, on October 18, 2017, the CHWD Board of Directors approved an agreement with Harris & Associates for the Project 2030 Water Main Replacement Study, known as "Project 2030"; and

WHEREAS, Project 2030 will include a public engagement and stakeholder outreach process in which a Project 2030 Customer Advisory Committee focus group (the "CAC") will consider various alternatives, funding options and recommendations and will develop a formal recommendation for CHWD's water main replacement strategy for consideration by the Board of Directors, and

WHEREAS, the CAC also will provide further stakeholder input on the development of the Meter Replacement Program, which is a multi-agency effort to develop strategies for the regular replacement of water meters expected to start before the end of 2018; and

WHEREAS, Project 2030 is projected to take 18 months and the CAC would be empaneled for the duration of that time and consist of 22 members; and

WHEREAS, on December 20, 2017, the Board of Directors selected 17 applicants for appointment to the CAC and agreed by consensus to expand the appointees to 19 members to include one Citrus Heights Chamber of Commerce representative and one Sunrise MarketPlace representative to represent large commercial accounts, and to provide three additional ex-officio seats for representatives of the San Juan Unified School District, the Sunrise Parks and Recreation District, and the Sylvan Cemetery District; and

WHEREAS on February 21, 2018, the Board of Directors agreed to expand the

appointees to 20 members to include one Auburn Boulevard Business Association representative, and to provide an additional ex-officio seat for a representative of the City of Citrus Heights; and

WHEREAS, the CAC may be called upon by the Board of Directors or staff to provide further stakeholder input on strategic programs of the District; and

WHEREAS, the Board of Directors wishes to establish the CAC and governing principles that will guide the CAC's activities.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT DOES RESOLVE AS FOLLOWS:

Section 1. Establishment and Purpose

The Project 2030 Customer Advisory Committee (the "CAC") is hereby established as set forth herein. The general purpose of the CAC is to consider various alternatives, funding options and recommendations to develop a formal recommendation for CHWD's water main replacement strategy for consideration by the CHWD Board of Directors. The CAC also will provide stakeholder input on the development of the multi-agency Meter Replacement Program effort to develop strategies for the regular replacement of water meters expected to start before the end of 2018. The CAC will further provide input on other CHWD matters as requested by the Board of Directors or staff.

Section 2. Membership.

The CAC shall include 20 voting members, appointed as follows:

- A. Residential
Seventeen (17) members appointed by the CHWD Board of Directors.
- B. Significant Commercial Accounts
One (1) Citrus Heights Chamber of Commerce representative.
One (1) Sunrise MarketPlace representative.
One (1) Auburn Boulevard Business Association representative.
- C. Ex-Officio Members – Institutional
One (1) representative from San Juan Unified School District.
One (1) representative from Sunrise Parks and Recreation District.
One (1) representative from Sylvan Cemetery District.
One (1) representative from the City of Citrus Heights.

In the event that a member resigns from the CAC, that member shall promptly notify CHWD and CHWD shall take any steps necessary fill the vacancy.

Section 3. Term Of Membership.

Members of the CAC shall serve at a minimum during the duration of the Project 2030 study period.

Section 4. Termination of Membership.

The Board of Directors may dismiss a CAC member for no reason or for any of the following reasons:

- A. One or more unexcused absences from CAC meetings.
- B. Violation of the Ralph M. Brown Act.
- C. Violation of applicable provisions within District Policy No. 2100 – Standards of Conduct for Directors and Officers.

Section 5. Officers and Subcommittees.

The CAC shall nominate a Chairperson and an Alternate Chairperson, whose appointments to this office shall be ratified by the Board of Directors. The Chairperson shall call meetings to order, shall have all the powers and duties of the presiding officer as described in the standardized rules of parliamentary procedure determined to be applicable by CHWD, and shall perform such other duties as may from time to time be prescribed by CHWD or the Board of Directors. The Alternate Chairperson shall have all of the powers and duties of the Chairperson in the event the Chairperson is absent or unable to act.

The CAC may create and appoint members of the CAC to subcommittees.

Section 6. Meetings.

The CHWD General Manager or the General Manager's designee shall determine the place and times for meetings of the CAC, and shall administer the CAC's activities and serve as a CAC liaison with support from other CAC staff as may be necessary. All meetings shall comply with California's open meetings law for public agencies (the Ralph M. Brown Act, Government Code Sections 54950 et seq.).

Section 7. Quorum and Voting.

A quorum of the CAC shall consist of a majority of the CAC's voting membership. Any necessary decisions of the CAC shall, whenever possible, be determined by consensus. If consensus cannot be reached, any necessary decisions shall be determined by majority vote.

Section 8. Responsibilities of the CAC.

The CAC shall have the responsibilities as provided in this section and such other duties as the Board of Directors may from time to time decide:

- A. Diligently review all documents and materials provided by the CHWD General Manager or the General Manager's designee relevant to the purposes referenced in Section 1.
- B. Serve as a forum for public input and feedback on issues related to the purposes referenced in Section 1.
- C. Develop a timely written recommendation for consideration by the Board of Directors for CHWD's water main replacement strategy.
- D. Provide stakeholder input on the development of the Meter Replacement

Program, referenced in Section 1.

- E. Abide by all relevant policies and procedures in the District Policy No. 2100 – Standards of Conduct for Directors and Officers, including participating in any training and making any disclosures that CHWD deems necessary to ensure compliance with all laws.

Any and all feedback, advice or other actions taken by the CAC shall be deemed to be advisory only and shall not be binding upon CHWD or the Board of Directors. Any activities of the CAC shall be performed as provided for in this Resolution and in compliance with all laws. This Resolution supersedes Resolution No. 01-2018, which is of no further force or effect.

ADOPTED this 21st day of February, 2018

AYES: Board Members-

NOES: Board Members-

ABSTAIN: Board Members-

ABSENT: Board Members-

RAYMOND RIEHLE, President
Board of Directors
Citrus Heights Water District

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution 01-2018 adopted by the Board of Directors of Citrus Heights Water District at its regular meeting held February 21, 2018.

CHRISTOPHER CASTRUITA, Chief
Board Clerk
Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : SWEARING-IN OF CUSTOMER ADVISORY COMMITTEE
STATUS : Information Item
REPORT DATE : February 15, 2018
PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk
Missy Pieri, Engineering Manager/District Engineer

Engineering Manager/District Engineer Missy Pieri and Management Services Supervisor/Chief Board Clerk Chris Castruita will provide a presentation on the recently created Customer Advisory Committee, and swear-in the members of the Committee that are present. The presentation will include a brief overview of the CAC meetings and meeting schedule for the Project 2030- Water Main Replacements Study.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 REGULAR MEETING

SUBJECT : 2018 STRATEGIC PLAN PREVIEW
STATUS : Action Item
REPORT DATE : February 6, 2018
PREPARED BY : Christopher Castruita, Management Services Supervisor/Chief Board Clerk
Madeline Henry, Management Services Specialist/Deputy Board Clerk

OBJECTIVE:

Receive a preview of the 2018 Strategic Plan.

BACKGROUND AND ANALYSIS:

Beginning with the 2017 budget process, CHWD initiated an annual strategic planning process. The goal of strategic planning is to bring the Board of Directors and key District staff together to identify and prioritize the District's key policy, program and project issues, and to identify actionable steps to take over the coming year given limited funding and staffing resources. Given that strategic planning items are above and beyond daily operations, the need to prioritize issues is critical to the success of the Strategic Plan.

The 2018 Strategic Planning Session took place on June 1, 2017, in a session attended by the Board of Directors and key District staff, facilitated by Laura Mason-Smith. The 2018 Strategic Plan was approved by the Board of Directors on July 11, 2017.

Accompanying this staff report is an updated version of the Strategic Planning notes originally prepared by facilitator Laura Mason-Smith. The revisions include updates to the status of single year objectives made since the July Board Meeting. Staff will provide a PowerPoint presentation at the February 21, 2018 Board Meeting to review the work plan for 2018 and receive feedback from the Board of Directors.

RECOMMENDATION:

Receive and file a preview of the 2018 Strategic Plan.

ATTACHMENT:

2018 Strategic Plan

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

Citrus Heights Water District
2018-2021 STRATEGIC PLAN PREVIEW

Wednesday, February 21, 2017

THREE-YEAR GOAL: *PROJECT 2030 – WATER MAIN IMPROVEMENTS*

<i>Objectives to be Completed in the 2018 Year</i>					
<i>#</i>	<i>START</i>	<i>END</i>	<i>WHAT</i>	<i>WHO</i>	<i>COMMENTS</i>
1	Q1 2018	Q2 2018	Complete asset inventory into ESRI	Missy P., Paul D., Borey S., Tamar D.	Carry-over from 2017
2	Q4 2017	Q2 2019	Complete Community Advisory Committee (CAC) Process	Missy P., Consultant, Rex M., Hilary S., Ray R., David G., Paul D., Susan S., Brian H., Chris C., Tamar D.	Carry-over from 2017
3	Q3 2017	Q2 2019	Complete Project 2030 Study	Missy P., Consultant, Hilary S., David G., Paul D., Susan S., Brian H., Chris C., Tamar D., Borey S.	Carry-over from 2017
4	Q3 2018	Q2 2019	Transmission Main Evaluation (FIP)	Missy P., Consultant, David G., Paul D., Brian H., Tamar D., Borey S.	Carry-over from 2017
5	Q3 2018	Q2 2019	Creek Crossing Inspection Program	Missy P., Consultant, David G., Paul D., Brian H., Tamar D., Borey S.	Carry-over from 2017

**Citrus Heights Water District
2018-2021 STRATEGIC PLAN PREVIEW**

Wednesday, February 21, 2017

CITRUS HEIGHTS WATER DISTRICT □ 2018 STRATEGIC OBJECTIVES

A THREE-YEAR GOAL: WATER EFFICIENCY

<i>Objectives to be Completed in the 2018 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2018	Q4 2018	Meter Replacements: Study/Partnerships Grants Testing	Rex M., David G., Susan S., Hilary S., Brian H., Kelly D.	
2	Q1 2018	Q4 2018	New Regulations: Updates Compliance Reporting	David G., Rex M., Hilary S., RWA, BB&K	
3	Q1 2018	Q4 2018	Public Outreach—Training	Chris C., Rex M., Missy P, David G., Hilary S., Kelly D., CirclePoint	
4	Q1 2018	Q4 2018	Safety: In-house Public Compliance	Kelly D., Chris C., David G., Rex M., Safety Committee, ACWA JPIA	
5	Q1 2018	Q4 2018	Risk Management and Loss Prevention Workplan Development	Chris C., Kelly D., Rex M., Susan S., Hilary S.	
6	Q1 2018	Q4 2018	Secure Grant funding: RWA District Partnerships	David G., Brian H., Missy P., Rex M., RWA, Susan S., Alberto P.	

**Citrus Heights Water District
2018-2021 STRATEGIC PLAN PREVIEW**

Wednesday, February 21, 2017

CITRUS HEIGHTS WATER DISTRICT □ 2018 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: WATER SUPPLY

<i>Objectives to be Completed in the 2018 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q4 2017	Q4 2018	Negotiate Supply Agreement: Banking Transfer Exchange	Hilary S., BB&K, David G., Susan S., Brian H.	Carry-over from 2017
2	Q3 2017	On- going	Active engagement in SGMA Technical Advisory Group	David G., Brian H., Hilary S., BB&K	Carry-over from 2017
3	Q2 2018	Q4 2018	Consider Aquifer Storage and Recovery (ASR) Retrofit feasibility	David G., Brian H., Hilary S., Missy P., Susan S., Eng. Consultant, BB&K	Carry-over from 2017
4	Q3 2018	Q1 2019	Design Well #7	David G., Brian H., Hilary S., Missy P., Susan S.	<i>Contingent on completion of Patton property purchase.</i>
5	Q3 2017	Q4 2018	Obtain Well #8 property	David G., Brian H., Hilary S., Missy P., Susan S., and Real Estate Rep.	Carry-over from 2017
6	Q2 2017	Q2 2018	Revisit and Develop Intertie Agreements	David G., Brian H., BB&K, Hilary S., Susan S., Missy P.	Carry-over from 2017
7	Q3 2017	Q2 2018	Complete two well rehabilitations and other upgrades	David G., Brian H., Hilary S., Missy P., Susan S.	Carry-over from 2017
8.	Q2 2017	Q4 2018	Investigate water rights	Hilary S., BB&K, David G., Brian H., Susan S., Chris C.	Carry-over from 2017

**Citrus Heights Water District
2018-2021 STRATEGIC PLAN PREVIEW**

Wednesday, February 21, 2017

CITRUS HEIGHTS WATER DISTRICT □ 2018 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: CAPITAL IMPROVEMENTS PROGRAM

<i>Objectives to be Completed in the 2018 Year</i>					
<i>#</i>	<i>START</i>	<i>END</i>	<i>WHAT</i>	<i>WHO</i>	<i>COMMENTS</i>
1	Q1 2018	Q4 2018	Water distribution mains and services	Missy P., Paul D., Tamar D., Borey S., David G.	
2	Q4 2018	Q4 2018	Review the CEQA process for CIP's	Missy P., Paul D., Tamar D., Borey S., Hilary S., BBK	
3	Q1 2018	Q4 2018	Review easements	Missy P., Tamar D., Paul D., Borey S., Hilary S., BBK	
4	Q1 2018	Q4 2018	LAFCO and annexations	Missy P., Tamar D., Paul D., Borey S., Hilary S., BBK	
5	Q2 2018	Q4 2018	Develop the Corporation Yard/Facilities Master Plan, including ADA compliance	Paul D., David G., Missy P., Susan S., Hilary S., Consultant	Carry-over from 2017
6	Q3 2018	Q4 2018	Dispose of surplus well sites	David G., Brian H., Susan S., Tamar D., BBK	

**Citrus Heights Water District
2018-2021 STRATEGIC PLAN PREVIEW**

Wednesday, February 21, 2017

CITRUS HEIGHTS WATER DISTRICT □ 2018 STRATEGIC OBJECTIVES

THREE-YEAR GOAL: ORGANIZATION-WIDE OBJECTIVES

<i>Objectives to be Completed in the 2018 Year</i>					
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2018	Q4 2018	Server upgrade	PITA, Susan S., J4, Sophos	
2	Q3 2018	Q2 2019	Website Redesign	Chris C., Madeline H., PITA, Susan S., Hilary S.	
3	Q3 2017	Q2 2018	IT Program Review	Chris C., Susan S., Hilary S.	COMPLETE
4	Q1 2018	Q4 2018	Support the 2018 Board Member Candidates' Orientation and Election process	Chris C., Madeline H., Susan S., Hilary S.	
5	Q4 2017	Q4 2018	Organizational development and employee training	Chris C., Susan S., Hilary S., Missy P., David G.	Carry-over from 2017
6	Q4 2017	Q4 2018	CHWD Policy Review	BB&K, Chris C., Susan S., Hilary S., Missy P., David G.	Carry-over from 2017
7	Q1 2018	Q3 2019	Rebuild Rate Model/Financial Model for 2020 budget	Susan S., Alberto P., Hilary S., Missy P., David G., Chris C., Rex M., Brian H., Paul D., Consultant	
8	Q1 2018	Q4 2019	Enterprise-wide document scanning and indexing/GIS	Chris C., PITA, Susan S., Consultant, Missy P., David G.	Carry-over from 2017
9	Q1 2018	Q2 2018	Hire a Water Efficiency Technician (1FTE new position)	Chris C., Rex M., Sr. Mgmt. Svc. Spec., RGS	COMPLETE

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

February 21, 2018 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE PURCHASING AND PROCUREMENT POLICY

STATUS : Action Item

REPORT DATE : February 21, 2018

PREPARED BY : Susan Sohal, Administrative Services Manager/Treasurer
Alberto Preciado, Senior Accountant
Josh Nelson, Assistant General Counsel

OBJECTIVE:

Review and consider amendments to Policy 6500: Purchasing and Procurement.

BACKGROUND AND ANALYSIS:

The Citrus Heights Water District's (District's) purchasing and procurement policy, Policy No. 6500, was first adopted in June 1995 and has remained unchanged since amendments were last made in March 2010. At its last strategic planning workshop, the Board identified reviewing and updating the District's policies as a strategic planning item. When evaluating which policies to review first, staff identified Policy No. 6500 as a priority. The current policy does not contain many common provisions, requires formal bidding and request for proposal processes in situations where they may not be necessary or appropriate, does not clearly delineate how purchasing decisions must be made and contains low dollar thresholds for staff purchasing authority. While staff recognizes the utmost importance of establishing and following a purchasing policy that includes appropriate safeguards against potential malfeasance and ensures purchasing decisions maximize ratepayer funds, the current policy may be too restrictive, resulting in operational inefficiencies and transaction and legal costs that do not offset the potential benefits.

After identifying Policy No. 6500 for revisions, staff and the General Counsel's Office conducted a number of internal workshops and meetings to ensure all affected employees had an opportunity to provide input. This input resulted in a list of potential amendments. Several comparable agencies were also surveyed to determine purchasing policy limits. Staff then provided a presentation to the Board at its January meeting outlining possible amendments to Policy No. 6500. The Board was receptive to considering potential edits to Policy No. 6500, and staff prepared the enclosed revisions.

These revisions largely fall into three categories:

1. The scope of purchasing categories;
2. The purchasing process (i.e., when and how bids and proposals are obtained), and
3. The General Manager's authority over some purchasing decisions.

First, Policy No. 6500 classifies all purchasing decisions into one of six categories. These are general purchases, consultant services, public works projects, petty cash purchases, emergency purchases and single-source purchases. The proposed revisions do not modify this basic structure. Rather, they help clarify how certain purchases are classified (i.e., software and surveying services). In addition, they would permit single-source purchases when it would result in future operational or maintenance savings (i.e., water meters). They would also authorize the General Manager to settle minor claims against the District.

Second, the revisions would modify how certain purchases are made. Policy No. 6500 requires that all purchases be made after obtaining informal quotations or formal bids. Informal quotations require quotes from vendors when “the savings to be realized exceed the cost of obtaining the quotations.” While staff recognizes the importance of a competitive process in the vast majority of purchasing situations, this standard is ambiguous and difficult to apply. It also ignores situations where obtaining quotes from multiple vendors or providers may be unnecessarily burdensome or impractical. The proposed revisions would delete the ambiguous standard for determining when to obtain quotes. Rather, the number and formality of required quotes would increase with the value of the purchase. Below is a table outlining the proposed process:

\$0 – 5,000	At least one verbal or written quote
\$5,000.01 – 40,000	At least two written quotes
\$40,000.01 – 74,999.99	At least three written quotes
\$75,000 +	Formal Quotations

The revisions also allow staff to forego obtaining quotes for emergency purchases, consultant services or single-source procurements. This change recognizes that a competitive process may not be possible or appropriate for these purchases. Of course, staff could (and likely would) conduct a competitive process when appropriate.

For the formal bid process, the draft revisions will continue to require a formal bidding process under which the District publishes notices, invites bids, and then awards the agreement. The policy does allow the Board to waive the competitive process when it desires to do so, including for consultant services. The revised policy will also allow electronic notices, providing additional flexibility and potential cost savings.

One addition change to the informal and formal solicitation process is that the policy will expressly allow “piggybacking.” This is a situation where the District can utilize a competitive solicitation recently conducted by another public agency, avoiding the cost and inconvenience of conducting a second solicitation. The District has historically utilized piggybacking but it was not expressly permitted by policy.

Third, the proposed revisions to Policy No. 6500 would modify the dollar thresholds for the General Manager or designee to make certain purchases. While it is imperative that the Board retain adequate oversight over all District purchasing decisions, the current dollar thresholds are much lower than other local agencies. Delegating additional authority to staff (while retaining ultimate Board oversight) increases operational efficiency. Below is a table listing the current and proposed thresholds:

Category		
	Current	Proposed
General: Supplies, materials, equipment, O&M services	GM: \$25,000 or less	GM: \$75,000 or less
	Board: Greater than \$25,000	Board: Greater than \$75,000

Category		
	Current	Proposed
Consultant Services	GM: \$25,000 or less Board: Greater than \$25,000	GM: \$75,000 or less Board: Greater than \$75,000
Public Works Projects	GM: \$25,000 or less Board: Greater than \$25,000	GM: \$175,000 or less Board: Greater than \$175,000
Petty Cash	GM: Less than \$200	GM: Less than \$500
Emergency Authority:	GM: \$25,000 or less Board: Greater than \$25,000	GM: all amounts but GM must notify the Board at its next regular meeting
Single Source	GM: \$10,000 or less Board: Greater than \$10,000	GM: \$75,000 or less Board: Greater than \$75,000

Staff recognizes that these are noteworthy adjustments. However, as explained in the Board’s January study session, these thresholds are at or lower than the thresholds used by a number of similar agencies. Moreover, as Policy No. 6500 has not been updated since 2010, a portion of the suggested changes simply reflects inflation since the last adjustment.

RECOMMENDATION:

Review and consider amendments to Policy 6500: Purchasing and Procurement.

ATTACHMENT:

Policy 6500: Purchasing and Procurement.

ACTION:

Moved by Director _____, Seconded by Director _____, Carried _____

CITRUS HEIGHTS WATER DISTRICT
POLICIES AND PROCEDURES MANUAL

POLICY TYPE : FISCAL MANAGEMENT
POLICY TITLE : PURCHASING AND PROCUREMENT
POLICY NUMBER : 6500
DATE ADOPTED : JUNE 2, 1995
DATE AMENDED : ~~MARCH 9~~[February 21, 2010](#)[2018](#)
AMENDMENTS : (1) JULY 16, 1996, (2) [March 9, 2010](#)

6500.00 INTRODUCTION

The District has a responsibility to acquire the best value in supplies, materials, equipment, operating and maintenance services, consultant services, and public works projects from various suppliers, contractors, and consultants.

This policies and procedures section is to provide guidance and instructions to employees involved in the purchasing and procurement process.

6500.01 OBJECTIVES OF PURCHASING AND PROCUREMENT POLICY

This Purchasing and Procurement Policy has been developed to achieve the following objectives:

- Standardize the procedures by which the District conducts business with its suppliers, contractors, and consultants.
- Ensure impartiality and competition in purchasing and procurement transactions whenever possible.
- Establish purchasing and procurement authorization procedures, delegation of authority, and accountability.
- Implement effective documentation, processing, accounting, reporting, and audit trail systems to support purchasing and procurement activities.
- Maximize effective use of the District's financial and personnel resources.

6500.02 PERSONNEL STANDARDS OF CONDUCT

All personnel engaging in purchasing and procurement activities on behalf of the District shall employ the following standard practices:

- Consider, first, the interests and needs of the District in all transactions.
- Carry out the established policies of the District.
- Buy without prejudice and seek to obtain the maximum value for each expenditure of public funds.
- Subscribe to and work for honesty and truth in purchasing and procurement, and

denounce all forms of commercial bribery.

No District employee involved in purchasing shall maintain a financial interest or have any personal beneficial interest, directly or indirectly, in any contract or purchase of supplies, materials, equipment, services, or public works projects used by or furnished to the District.

6500.10 PURCHASING CATEGORIES

District purchases typically are within the following six categories:

1. General Purchases
2. Consultant Services
3. Public Works Projects
4. Petty Cash Purchases
5. Emergency Purchases
6. Single Source Purchases

When considering purchases or procurements in any categories except emergency purchases, the District's current Operating Budget should be reviewed to assure compliance with anticipated expenditures and income.

6500.11 GENERAL PURCHASES

This category consists of the following general purchase classifications:

- Supplies including office and field supplies, fuels, etc.
- Material including water-works materials, trench backfill material, etc.
- Equipment including office equipment, vehicles, tools, etc.
- [Software and other intangible goods.](#)
- Operating and Maintenance Services including service contracts and agreements, equipment repairs, etc.
- [Settling minor claims or potential claims against the District, including the payment of severance.](#)

6500.12 CONSULTANT SERVICES

This category includes specialized professional services including, but not limited to, [surveyors](#), engineers, architects, attorneys/legal counsel, auditors, management consultants, financial consultants, technical consultants, and short-term personal services of less than 30 days.

Individual members of the Board of Directors are authorized to directly consult with the District's attorneys/legal counsel.

6500.13 PUBLIC WORKS PROJECTS

This category comprises expenditures for public works projects that are typically related to capital improvements by independent contractors to the District's water distribution system, groundwater production facilities, and administrative/corporation yard facilities. Said

-
contractors are to be considered for selection when a specific improvement project exceeds the available personnel, equipment, and technical expertise of the District.

Payment of the prevailing wage for construction labor classifications as determined by the State of California is required of contractors providing public works project construction for the District.

A 10 percent bid security is required for sealed competitive bids.

6500.13 PETTY CASH PURCHASES

This category is composed of small, day-to-day, over-the-counter purchases made on behalf of the District using Petty Cash. A Petty Cash fund of not-to-exceed \$~~200~~500 shall be maintained and controlled by the District Treasurer.

6500.15 EMERGENCY PURCHASES

This category constitutes purchases required during times of duress when the requirements for competitive purchasing and procurement can be waived. In such cases where purchases are made outside of normal procedures, records must be maintained to indicate the vendor, types, quantities, and disposition of items purchased or services procured. If possible, informal or facsimile quotations should be obtained and documented. The ~~Incident Commander~~General Manager or designee shall have the authority to issue purchase orders and make purchases/procurements during emergency conditions.

A report and full accounting of expenditures shall be provided to the Board of Directors whenever emergency purchases and procurements are made.

~~The District shall solicit, maintain, and periodically update, a listing of labor, equipment, and overhead rates and charges of local public works contractors that could typically be contracted to provide service to the District during emergency conditions.~~

6500.16 SINGLE-SOURCE PURCHASES

This category makes allowances for the infrequent, but sometimes necessary, purchase from a supplier that is the only acceptable vendor able to furnish a certain product or service. Inasmuch as single-source purchases are an exception to competition, care must be exercised and consideration given to the following:

- Is there a lack of responsible competition for the product or service?
- Does the vendor possess exclusive and/or predominant capabilities?
- Is the product or service unique and easily established as one-of-a-kind?
- Would utilizing a single-source result in future operational or maintenance savings?
- Are there patented or proprietary rights that fully demonstrate a superior patented feature not obtainable from similar products, or a product or service available from only one source rather than dealers and retailers from which competition could be encouraged?
- Can the District's requirements be modified so that competitive products or services may be used without sacrificing product quality and vendor responsiveness?

Further, in accordance with Public Contract Code Section 3400(c), the District may make a

finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- In order that a field test or experiment may be made to determine the product's suitability for future use.
- In order to match other products in use on a particular public improvement either completed or in the course of completion.
- In order to obtain a necessary item that is only available from one source.
- In order to respond to an emergency declared by the District, but only if the declaration is approved by a unanimous vote of the Board.
- In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the District.

6500.20

PURCHASING LEVELS AND ~~PROCEDURES~~ AUTHORITY

~~The following table specifies~~ Below are tables listing the various purchasing categories and the ~~required quotation or bidding/proposal procedures~~ authority for individual purchases:

Category	Procedure		
	Informal- Quotations <u>General Manager</u>	Written- Quotations <u>Board of Directors</u>	Formal- Bids/Proposals
General: Supplies, materials, equipment, O&M services <i>Authority:</i>	\$75,000 or less than \$10,000 <u>\$75,000 or less</u> General Manager or designee	\$10,000—\$25,000 Greater than \$75,000 <u>Greater than \$75,000</u> General Manager	Greater than \$25,000 Board of Directors
Consultant Services <i>Authority:</i>	None <u>\$75,000 or less</u> General Manager or designee	Less \$25,000 <u>Greater than 75,000</u> General Manager	Greater than \$25,000 Board of Directors
Public Works Projects <i>Authority:</i>	None <u>\$175,000 or less</u> General Manager or designee	Less \$25,000 <u>Greater than 175,000</u> General Manager	Greater than \$25,000 Board of Directors
Petty Cash <i>Authority:</i>	Less than \$200 <u>500</u> General Manager or designee	None	None

Emergency Authority:	<u>All amounts but General Manager shall notify Board of Directors at its next regular meeting</u> Less than \$25,000 General Manager or designee	Greater than \$25,000 General Manager or designee	None
Single Source Authority:	<u>\$75,000 or less</u> than \$10,000 General Manager or designee	Greater than \$10,000 <u>75,000</u> Board of Directors	None

Procurement limits shall apply on a single project basis for services or purchase basis for materials. Multiple procurements from a single provider or purchaser shall be judged individually. However, splitting or separating of materials, supplies, services, and projects for the expressed purpose of evading the requirements of this Policy, is strictly prohibited.

6500.21 INFORMAL QUOTATIONS SOLICITATIONS

~~Informal quotations for smaller purchases as specified in Section 6500.20 are to be obtained and documented. When practical, verbal or telephonic quotations should be solicited from prospective vendors. The solicitation of competitive quotations is practical when the savings to be realized exceed the cost of obtaining the quotations. A minimum of three quotations is preferred. A file documenting informal quotations shall be created and maintained.~~

All purchases or contracts for materials, supplies, equipment and services will be based, whenever possible and practicable, on some form of competition. There may be exceptions to the competitive process for emergency conditions, supply or source limitations, or other circumstances with justifications for such waiver being documented prior to the acquisition. Moreover, quotations are not required for consultant services or single source procurements. The following guidelines shall be used for obtaining quotes or proposals:

<u>Quote Limits Guidelines</u>	
<u>\$0 – 5,000</u>	<u>At least one verbal or written quote</u>
<u>\$5,000.01 – 40,000</u>	<u>At least two written quotes</u>
<u>\$40,000.01 – 74,999.99</u>	<u>At least three written quotes</u>
<u>\$75,000 +</u>	<u>Formal Quotations</u>

Written quotes may be either hard-copy quotes received in the mail, via facsimile or via electronic transmission. Written quotes or the justification for not obtaining quotes shall be maintained in the project file.

Quotes may not be available for common items normally found in retail establishments (i.e., Home Depot, Lowe's, etc.), unless in bulk or special order. The purchase of common consumer items is acceptable without a quote but a contractor's discount should be sought if a business account is established.

6500.22 WRITTEN FORMAL QUOTATIONS

~~Written quotations for mid-range purchases as specified in Section 6500.20 are to be obtained and documented. Written documentation must be from the vendor and may be submitted by mail, by facsimile, or in person. A minimum of three quotations is required. A file documenting written quotations shall be created and maintained.~~

Formal solicitation procedures shall be required for procurements estimated to be greater than \$75,000. The use of an online solicitation system is acceptable for formal solicitations, as well the receipt of formal solicitations (unless specifically stated otherwise within the solicitation documents). In addition, the notice to bid or request for proposal:

1. Shall, at a minimum, be advertised in one general circulation newspaper within the District's geographic boundaries or advertised electronically on an appropriate regional purchasing website.

6500.23 FORMAL BIDS/PROPOSALS

2. Shall, whenever possible and practical, provide a minimum of fourteen (14) calendar days for response, unless otherwise required by the Public Contract Code.

~~Formal bids or proposals for substantial expenditures as specified in Section 6500.20 are to be obtained and documented.~~

~~Sealed competitive bids shall be advertised and requested for substantial general purchases and public works projects. Request for proposals (RFP's) shall be requested for those substantial consultant services.~~

~~Prior to the solicitation of bids and proposals, the purchase cost estimate, specifications, and Invitation to Bid/Request for Proposals must be approved by the Board of Directors.~~

~~Public notices inviting sealed bids or proposals shall be published at least once in the legal notice section of a newspaper of general circulation in Sacramento County, with the first publication occurring at least ten days before the date of opening the bids or proposals. Notices shall include, as a minimum, the following information:~~

- ~~1. General description of the item(s) to be purchased or service requested.~~
- ~~2. Location where specifications and bid forms may be obtained.~~
3. Shall require the receipt of a minimum of two (2) competitive responses or more, when available.
- ~~3. Location and deadline for submission of sealed bids/proposals.~~
- ~~4. Time and place assigned for opening of sealed bids/proposals.~~

~~A list of qualified suppliers, contractors, and/or consultants shall be compiled by the General Manager for the solicitation of bids/proposals and shall be submitted for approval to the Board of Directors with the Invitation to Bid/Request for Proposals. This list shall be used as a mailing~~

~~list for solicitation and shall be of sufficient length to ensure that enough qualified suppliers, contractors, and/or consultants are solicited to assure adequate competition.~~

~~Sealed bids/Proposals shall and quotations may~~ be publicly ~~opened under the direction~~ unsealed, and respective dollar amount(s) announced. Award details shall be made available following the award of a contract. The formal competitive solicitation process may be waived at the discretion of the General Manager and reviewed by staff for completeness. The preliminary selection of the successful bidder will be determined by the General Manager and reported in writing or designee, when there is a compelling reason to do so (e.g., public safety, prevent loss of life, imminent danger, or other valid reason). The General Manager shall document the reason and present it to the Board of Directors for consideration of acceptance. Selection of other than the lowest bidder, rejection of any or all bids, and any exceptions to competition must be included in the report. at the next regularly scheduled meeting. In addition, the formal competitive solicitation process shall not be required for consultant services unless otherwise required by law. Written responses to the notice to bid or request for proposal shall be maintained in the project file.

~~Upon acceptance of a bid or proposal by the Board of Directors, the Board of Directors authorizes the General Manager to execute a contract, in duplicate, on behalf of the District subject to receipt of all items required in the specifications including, but not limited to insurance and worker's compensation certificates, performance and material bonds, etc.~~

~~All bids/proposals shall be retained by the District and filed for future reference, generally with the project file.~~

6500.23 PUBLIC WORKS BIDDING

The Irrigation District Law does not maintain competitive bidding for public works except in limited cases. In such cases or when required by law, the District shall utilize all competitive processes mandated by the Public Contract Code.

For other public works solicitations, the District shall utilize the process identified in Section 6500.22 for public works. In addition to such procedures, public work bids shall be publicly unsealed, and respective dollar amount(s) announced. The Board of Directors may waive public bidding for any public work in its discretion and subject to the limits of applicable law.

6500.25 COOPERATIVE PURCHASING

In lieu of conducting an informal or formal solicitation, the District may utilize cooperative and piggyback procurements that are based on competitive processes that are substantially consistent with the requirements of this Policy. Documentation of this finding and its basis shall be maintained in the project file.

6500.30 CHANGE ORDERS

A change order is required when work or services performed pursuant to a contract will exceed the approved original contract amount or changes in the scope of work are required. A written request for change order must be completed and approved, before a change order can be authorized. Board approval is required for any change order or amendment that exceeds ten percent of the initial contract amount. Subsequent change orders or amendments shall be

aggregated so that Board approval is required once the total amount approved by change order or amendment exceeds ten percent of the initial contract amount. The Board may delegate additional authority for change orders or amendments when approving any contract.

~~Additions, deletions, and/or amendments to a contracted project plans and/or specifications may occur requiring the necessity of issuing a change order(s). The Board of Directors authorizes the General Manager to negotiate and approve change order(s) not to exceed 20% of the base contract amount limited to an aggregate total of \$5,000. Change order(s) of 20% and/or \$5,000, whichever is less, require the approval of the Board of Directors.~~

~~Upon approval of a contract a contingency fund for change orders on a case by case basis may be established by the Board of Directors.~~

6500.50 PURCHASING CYCLE

Regardless of the type of item or service being acquired, each transaction proceeds through the following nine distinct stages in varying degrees:

1. Assessment and determination of need
2. Research and/or development of specifications
3. Estimation of anticipated cost
4. Solicitation and evaluation of quotations, bids, or proposals
5. Selection and approval of purchase
6. Award of contract or order
7. Delivery and Inspection
8. Receipt of invoice, reconciliation with delivery ticket, verification of pricing by purchasing coordinator/agent
9. Payment

6500.80 PURCHASE ORDERS

Purchase orders may be necessary from time to time to facilitate purchase of required products or services. The District's officers (Directors, Secretary, Assessor/Collector, and Treasurer), and the General Manager are authorized to execute purchase orders on behalf of the District.

6500.90 PURCHASING/PROCUREMENT AUTHORITY

Purchasing and procurement authority not heretofore specifically designated is hereby retained by the Board of Directors.

The General Manager, at his or her discretion, may ~~designate District personnel to serve as the purchasing coordinators/agents for the purpose of soliciting informal and/or written quotations per Sections 6500.21 and 6500.22 respectively.~~delegate purchasing authority to staff. Such delegation shall be in writing.

6500.100 PROJECT FILE

The General Manager or designee shall maintain a project for each purchase. The project may

-

be maintained electronically or in hard copy consistent with applicable law and the District's retention policy.

Summary report:
Litéra® Change-Pro 7.5.0.135 Document comparison done on 2/2/2018
2:22:55 PM

Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/30150713/1	
Modified DMS: iw://iManage/iManage/30150713/4	
Changes:	
Add	65
Delete	72
Move From	0
Move To	0
Table Insert	1
Table Delete	8
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	146

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : CORPORATION YARD UPDATE
STATUS : Information Item
REPORT DATE : February 5, 2018
PREPARED BY : Missy Pieri, Engineering Manager/District Engineer

Engineering Manager/District Engineer Missy Pieri will provide an update on the status of the Corporation Yard Safety Improvements Construction Project currently under construction by PnP Construction, Inc. Construction support throughout the project is being provided by CHWD's construction manager, Domenichelli and Associates.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : METER REPLACEMENT STUDY UPDATE
STATUS : Information Item
REPORT DATE : FEBRUARY 14, 2018
PREPARED BY : Hilary Straus, General Manager
Rex Meurer, Water Efficiency Supervisor

Staff will provide an update to the Board on the status of the Meter Replacement Program Request for Proposals (RFP). Staff will also update the Board on CHWD's progress in working with several surrounding water districts to develop a multi-agency Water Meter Replacement and Operations program.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS FEBRUARY 21, 2018 MEETING

SUBJECT : FYI Report Format Update
STATUS : Information Item
REPORT DATE : February 6, 2018
PREPARED BY : Christopher J. Castruita, Management Services Supervisor/Chief Board Clerk

The FYI Report is a memo that is issued on a monthly basis to the Board of Directors that provides updates on the status of various operational matters. Staff will provide an update on proposed changes to the format of the FYI Report at the February 21, 2018 Board Meeting.