#### BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) JANUARY 20, 2021 beginning at 6:30 PM



#### DISTRICT ADMINISTRATIVE OFFICE 6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

#### PHONE CALL IN: (253) 215-8782 PHONE MEETING ID: 992 0472 4020 COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: https://zoom.us/j/99204724020

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. Pursuant to Executive Order N-29-20, the meeting will be held at the listed physical location and electronically through the above phone number.

Directors and members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above. In compliance with the Sacramento County Health Order issued May 26, 2020, which states "Persons should wear face coverings when in public places," members of the public shall wear a face covering unless they are exempt per the order.

#### **CALL TO ORDER:**

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

#### **ROLL CALL OF DIRECTORS:**

#### **PLEDGE OF ALLEGIANCE:**

#### **VISITORS:**

#### **PUBLIC COMMENT:**

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

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

## **CONSENT CALENDAR:** (I/A)

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

CC-1a. Minutes of the Special Meeting – December 16, 2020 (A)

- CC-1b. Minutes of the Regular Meeting December 16, 2020 (A)
- CC-1c. Minutes of the Special Meeting January 4, 2021 (A)

<u>Recommendation</u>: Approve the minutes of the December 16, 2020 Regular and Special Meetings and the minutes of the January 04, 2021 Special Meeting.

- CC-2. Revenue Analysis Report for December 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for December 2020 (I)
- CC-4. Treasurer's Report for December 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for December 2020 (I)
- CC-6. Operating Budget Analysis for December 2020 (I)
- CC-7. Capital Projects Summary December 2020 (I)
- CC-8. Warrants for December 2020 (I)
- CC-9. Purchase Card Distributions for December 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Strategic Plan Update and Preview (I)
- CC-18. Discussion and Possible Action to Amend Policy 4309: New Parent Leave (A) <u>Recommendation:</u>

Approve updates to Human Resources Policy 4309.

#### **PRESENTATIONS:**

None.

**PUBLIC HEARINGS:** 

None.

#### **STUDY SESSIONS:**

None.

#### **BUSINESS:**

B-1. Discussion and Possible Action to Consider Request from Wyatt Ranch Project Developer to Defer Portions of the 2021 Project Charges & Fees for the Wyatt Ranch Project

Recommendation:

Approve deferment of the 2021 Project Charges and Fees using Option 2 as summarized in the attached staff report.

B-2. Discussion and Possible Action to Update Policy 7500 Capacity Charges

Recommendation:

Consider amending District Operations Policy No. 7500, Capacity Charges, to permit the General Manager to allow the deferral of the payment of capacity charges upon execution of a deferral agreement. B-3. Discussion and Possible Action to Approve Employee Assistance Program to Employee Benefits Program

Recommendation:

Authorize the General Manager to execute agreement needed to implement the Employee Benefits Program with ACWA JPIA.

B-4. First Amendment to Employment Agreement for General Manager

Recommendation:

Approve the terms and conditions as presented, and to which Mr. Straus has reviewed and agreed. Should the Board approve the Amendment to Employment Agreement on January 20, 2021, it will be become effective immediately.

## **MANAGEMENT SERVICES REPORTS (I):**

MS-1. Electronic Document and Records Management System (EDRMS) System Update

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

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

- D-1. Regional Water Authority (Riehle).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Pieri).
- D-10. Other Reports.

#### **CLOSED SESSION:**

None.

#### FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

February 17, 2021	6:30 PM	Regular Meeting
March 17, 2021	6:30 PM	Regular Meeting
April 21, 2021	6:30 PM	Regular Meeting
May 19, 2021	6:30 PM	Regular Meeting
June 16, 2021	6:30 PM	Regular Meeting
August 18, 2021	6:30 PM	Regular Meeting
September 15, 2021	6:30 PM	Regular Meeting
October 20, 2021	6:30 PM	Regular Meeting
November 17, 2021	6:30 PM	Regular Meeting
December 15, 2021	6:30 PM	Regular Meeting

# **ADJOURNMENT:**

# **CERTIFICATION:**

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

Madeline Henry

Dated: January 14, 2021

Madeline Henry, Administrative Services Manager/ Chief Board Clerk

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES December 16, 2020

The Special Meeting of the Board of Directors was called to order at 5:34 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President David C. Wheaton, Vice President Caryl F. Sheehan, Director

#### Staff:

Steve Anderson, General Counsel Madeline Henry, Administrative Services Manager/ Chief Board Clerk Brian Hensley, Water Resources Supervisor Brittney Moore, Management Analyst Josh Nelson, Assistant General Counsel Melissa Pieri, Director of Engineering/ District Engineer Rebecca Scott, Senior Management Analyst Hilary Straus, General Manager Susan Talwar, Director of Finance and Administrative Services

Charley Howard, RGS

President Riehle adjourned the meeting to closed session at 5:34 p.m.

#### **CLOSED SESSION:**

CL-1. Pursuant to Section 54957: Public Employee Performance Evaluation Title: General Manager

No reportable action.

#### CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Section 54956.8: Property: Parcel Numbers 211-0192-087-0000 and 211-0192-072-0000 Agency negotiators: Brian Hensley, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott Negotiating parties: First Apostolic Church Incorporated of Citrus Heights Under negotiation: Price and Terms of Payment

No reportable action.

# CL-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8: Property: Parcel Numbers 216-0150-006-0000 and 216-0150-014-0000 Agency negotiators: Brian Hensley, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott Negotiating parties: Gary and Nellie Tingler, Karen O'Dea Under negotiation: Price and Terms of Payment

No reportable action.

## **ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 6:27 p.m.

APPROVED:

MADELINE A. HENRY Deputy Secretary Citrus Heights Water District DAVID C. WHEATON, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES December 16, 2020

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

Raymond A. Riehle, President David C. Wheaton, Vice President Caryl F. Sheehan, Director

Staff:

Steve Anderson, General Counsel Robert Churchill, Retired Annuitant Tamar Dawson, Assistant Engineer Madeline Henry, Administrative Services Manager/ Chief Board Clerk Brittney Moore, Management Analyst Missy Pieri, Director of Engineering/ District Engineer Rebecca Scott, Senior Management Analyst Hilary Straus, General Manager Susan Talwar, Director of Finance and Administrative Services

Jack Scroggs, Consultant

#### **PUBLIC COMMENT:**

None.

General Counsel, Steve Anderson asked for Consideration to add a new Business item to the agenda. Item B-5.Mitchell Village Subdivision Update and Policy Direction.

#### ACTION:

Vice President Wheaton Moved and Director Sheehan seconded a motion to add item B-5.

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

#### **CONSENT CALENDAR:**

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

CC-1a. Minutes of the Special Meeting – November 18, 2020 (A)
 CC-1b. Minutes of the Regular Meeting – November 18, 2020 (A)
 <u>Recommendation</u>: Approve the minutes of the November 18, 2020 Regular and Special Meetings.

- CC-2. Revenue Analysis Report for November 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2020 (I)
- CC-4. Treasurer's Report for November 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2020 (I)
- CC-6. Operating Budget Analysis for November 2020 (I)
- CC-7. Capital Projects Summary November 2020 (I)
- CC-8. Warrants for November 2020 (I)
- CC-9. Purchase Card Distributions for November 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Authorize the Auction of Surplus Equipment (A) <u>Recommendation:</u>
  - Authorize the sale of District Vehicle No. 31 at public auction.
- CC-18. Discussion and Possible Action to Approve a Professional Services Agreement with Alexander's Contract Services, Inc. for Meter Reading and Support Services (A)

Recommendation:

Approve the Professional Services Agreement with Alexander's Contract Services, and authorize the General Manager to execute the agreement.

CC-19. Discussion and Possible Action to Approve Agreement with C.E. Cox Engineering, Inc. for the Wells Avenue & Wisconsin Drive Water Main Project (A)

Recommendation:

Accept the bid of C.E. Cox Engineering, Inc. in the amount of

\$363,695.00 and establish a contingency fund in the amount of \$36,370.00 (10%), for a total amount of \$400,065.00. Authorize the General Manager

to execute an agreement with C.E. Cox Engineering, Inc.

CC-20. Discussion and Possible Action to Approve the Annexation of 6031 Sunrise Vista Drive (A)

Recommendation:

Adopt Resolution R19-2020 approving the annexation of the undeveloped property at 6031 Sunrise Vista Drive in Citrus Heights to the Citrus Heights Water District.

#### ACTION:

Director Sheehan moved and Vice President Wheaton seconded a motion to approve the consent calendar.

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

#### **PRESENTATIONS:**

P-1. Resolution R15-2020 Recognizing the life of Jean Duncan (A)

#### ACTION:

Vice President Wheaton moved and Director Sheehan seconded a motion to Adopt Resolution R15-2020 Recognizing the life of Jean Duncan.

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

P-2. Resolution R16-2020 Commending Jeffrey Slowey for Service to the Citrus Heights Community (A)

#### ACTION:

Vice President Wheaton moved and Director Sheehan seconded a motion to Adopt Resolution R16-2020 Commending Jeffrey Slowey for Service to the Citrus Heights Community.

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

P-3. Update from Sacramento Groundwater Authority (I/D)

#### **PUBLIC HEARINGS:**

None.

#### **STUDY SESSIONS:**

None.

#### **BUSINESS:**

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

ACTION:

President Riehle moved and Director Sheehan seconded a motion to:

1. Appoint Vice President Wheaton as President.

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

President Wheaton moved and Director Riehle seconded a motion to:

2. Appoint Director Sheehan as Vice President.

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

# B-2. Discussion and Possible Action to Appoint 2020-2021 Representatives and Alternates (A)

#### ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to approve appointments of member of the Board of Directors or Staff to serve as District representatives to various organizations a follows:

	Representative	Alternate
ACWA JPIA Director Rep	David C. Wheaton	Raymond A. Riehle
ACWA JPIA Staff Rep	Madeline A. Henry	Susan K. Talwar
ACWA Region 4	David C. Wheaton	Hilary M. Straus
Chamber of Commerce Gov't Issues Committee	Susan K. Talwar	Madeline A. Henry
Regional Collaboration Steering Committee	Raymond A. Riehle	Roderick J. Wood
RWA Director Rep	David C. Wheaton	Raymond A. Riehle
RWA Water Caucus	Raymond A. Riehle	
RWA Staff Rep	Hilary M. Straus	Rebecca A. Scott
SGA	Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum	Rebecca A. Scott	Brian M. Hensley
Customer Advisory Committee	Raymond A. Riehle	Caryl F. Sheehan

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

#### B-3. Appoint District Officers (A)

#### ACTION:

Director Riehle moved and Vice President Sheehan seconded a motion to appoint District Officers as follows:

	Officer	Deputy
Assessor/Collector	Alberto Preciado	Dana Mellado
Treasurer	Susan Talwar	Alberto Preciado
Secretary	Hilary Straus	Madeline Henry

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

B-4. Discussion and Possible Action to Approve the Citrus Heights Water District Annexation and Detachment of Select Parcels and Approve the Updated Citrus Heights Water District Service Area Boundary (A)

#### ACTION:

Director Riehle moved and Vice President Sheehan seconded a motion to 1. Adopt Resolution 17-2020 along with the accompanying Attachments approving the CHWD annexation and detachment of select parcels (Groups C, D, E, and F) throughout the District's service area. 2. Adopt Resolution 18-2020 along with the accompanying Attachments approving the updated CHWD service area boundary.

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

#### ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion for Option 2: allowing slab-only permit.

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

#### **MANAGEMENT SERVICES REPORTS (I):**

None.

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

None.

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

D-1. Regional Water Authority (Riehle).

D-2. Sacramento Groundwater Authority (Sheehan).

D-3. San Juan Water District (All).

D-4. Association of California Water Agencies (Riehle).

- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Henry).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Talwar/Henry).
- D-8. RWA Legislative and Regulatory Affairs Update (Talwar/Henry).
- D-9. Customer Advisory Committee (Riehle/Gordon/Pieri).
- D-10. Other Reports.

#### **CLOSED SESSION:**

None.

#### **ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 9:18 p.m.

APPROVED:

MADELINE A. HENRY Deputy Secretary Citrus Heights Water District DAVID C. WHEATON, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES January 4, 2021

The Special Meeting of the Board of Directors was called to order at 6:09 p.m. by President Wheaton and roll was called. Present were:

David C. Wheaton, President Caryl F. Sheehan, Vice President Raymond A. Riehle, Director

Staff:

Terri Highsmith, Special Counsel Brittney Moore, Management Analyst/ Deputy Board Clerk Hilary Straus, General Manager

Charley Howard, RGS

#### **PLEDGE OF ALLEGIANCE:**

President Wheaton led the Pledge of Allegiance.

#### **PUBLIC COMMENT:**

None.

President Wheaton adjourned the meeting to closed session at 6:13 p.m.

#### **CLOSED SESSION:**

CL-1. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Section 54957.6): Unrepresented Management Employee: General Manager Negotiating Parties: For CHWD: Charley Howard, Terri Highsmith: for General

Negotiating Parties: For CHWD: Charley Howard, Terri Highsmith; for General Manager: Hilary Straus

#### ACTION:

Terri Highsmith reported that the Board provided direction to the labor negotiating team.

#### **ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:38 p.m.

# APPROVED:

MADELINE A. HENRY Deputy Secretary Citrus Heights Water District DAVID C. WHEATON, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT DECEMBER 2020 REVENUE ANALYSIS

#### **Outstanding Receivables**

Aged Trial Balance					
				_	Unapplied
Total	Current	31-90	91-150	>150	Current
1,379,702	1,075,700	248,174	74,169	67,129	85,471

General Ledger Balance	Total
Outstanding A/R	1,447,177.42
Outstanding Liens	-
Outstanding Grants	1,453
A/R Other	(25,348)
Less Unapplied Payments	(87,261)
Total	\$ 1,336,021

#### CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR December 31, 2020

There were no adjustments made for December 2020.

Reason For Cancellation	Charge Type	Amount

\$-

# TREASURER'S REPORT TO THE BOARD OF DIRECTORS DECEMBER 2020

Bank of the West Beginning Balance				\$11,019,054
RECEIPTS:			1,663,610	
DISBURSEMENTS:		677 206		
Checks Issued / ACH Pay Payroll	ments	677,396 438,750		
Returned Checks		3,498		
			1,119,644	543,965
Bank of the West Balance per Bank 12/31/2020				11,563,019
Outstanding Checks				(237,422)
Deposit in Transit				98,348
Balance Per Books 12/31/2020				\$11,423,945
RECONCILEMENT:				
Bank of the West				\$11,423,945
Local Agency Investment Fun	d			6,488,789
COP Reserve Account				0
Money Mkt Activity Account				543,957
TOTAL BALANCE				\$18,456,691
CASH & INVESTMENT SUMM	IARY:			
Bank of the West (Gener	al Account)			11,423,945
Local Agency Investment				6,488,789
COP 2010 Reserve Accou				0
Money Mkt Activity Acco	ount			543,957
Total				\$18,456,691
	MATURITY	INT	DEPOSIT	DATE OF LAST
INSTITUTION	DATE	RATE	AMOUNT	TRANSACTION
Local Agency Investment Fun	nd Daily	0.84%	13,749.61	10/15/2020

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.

SUSAN K. TALWAR Treasurer

Amar

HILARY M. STRAUS Secretary

#### TREASURER'S REPORT OF FUND BALANCES December 31, 2020

Fund Name	Beginning Balance 1/01/2020	Т	'ear to Date ransfers In / Collections	ear to Date ansfers Out	T	rrent Month ransfers In / Collections	rrent Month ransfers Out	ding Balance 2/31/2020	020 Target alance per Policy
Operating Fund	\$ 744,972	\$	16,528,984	\$ (12,255,847)	\$	1,663,837	\$ (1,119,872)	\$ 5,562,075	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$	-	\$ -	\$	-	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$	-	\$ -	\$	-	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$	-	\$ -	\$	-	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$	-	\$ -	\$	-	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$	-	\$ -	\$	-	\$ -	\$ 1,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$	-	\$ -	\$	-	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$	-	\$ -	\$	-	\$ -	\$ 1,525,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$	-	\$ -	\$	-	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$	-	\$ -	\$	-	\$ -	\$ 405,319	\$ 1,079,527
	\$ 12,758,605	_	16,528,984	\$ (12,255,847)	\$	1,663,837	\$ (1,119,872)	\$ 17,575,708	\$ 7,613,351

SUSAN K. TALWAR, Treasurer

#### TREASURER'S REPORT OF FUND BALANCES December 31, 2020

Fund Transfers Summary:

The Operating Fund Transferred:

\$ 1,663,837	from funds collected in December 2020 per Treasurer's Report
\$ (1,119,872)	disbursements made in December 2020 per Treasurer's Report
\$ 543,965	

#### Citrus Heights Water District Budget Performance Report As of 12/31/2020

	December	Year-to-Date	Year-to-Date	YTD Vari		Annual
Revenues	Actual	Actual	Budget	Amount	Percent	Budget
Metered Service Charges	 \$1,128,808.93	\$10,622,702.92	\$9,586,090.00	\$1,036,612.92	10.81%	\$9,586,090.00
Metered Water Deliveries	639,997.83	6,262,720.85	5,234,960.00	1,027,760.85	19.63%	5,234,960.00
Non-Metered Service Charges	14,811.59	108,696.18	140,000.00	(31,303.82)	-22.36%	140,000.00
Penalties	372.00	30,576.63	150,000.00	(119,423.37)	-79.62%	150,000.00
Interest	3.024.53	103,281.96	45,535.00	57,746.96	126.82%	45,535.00
Backflow Fees	7,333.80	60,764.08	116,000.00	(55,235.92)	-47.62%	116,000.00
Water Service Install & S&R	11,125.66	146,601.28	27,300.00	119,301.28	437.00%	27,300.00
Grant Funds	11,120.00	1,012.50	21,000.00	1,012.50	0.00%	0.00
Miscellaneous *	360.48	42,516.12	147,000.00	(104,483.88)	-71.08%	147,000.00
Cost Reimbursements	4,070.14	31,782.91	111,000.00	31,782.91	0.00%	0.00
Income - Wheeling Water	1,070.11	7,454.82	2,700.00	4,754.82	176.10%	2,700.00
Income - Connection Fees	1	1,878,892.42	2,700.00	1,878,892.42	0.00%	0.00
Total Revenue	1,809,904.96	19,297,002.67	15,449,585.00	3,847,417.67	24.90%	15,449,585.00
	1,000,004.00	10,207,002.07	10,440,000.00	0,017,117.07	24.0070	10,440,000.00
*includes Assessments, New Account, Back Charges					Ì	
& other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		2,546,729.62	3,127,550.04	(580,820.42)	-18.57%	3,127,550.04
Ground Water	63,872.12	772,773.18	827,722.44	(54,949.26)	-6.64%	827,722.44
	63,872.12	3,319,502.80	3,955,272.48	(635,769.68)	-16.07%	3,955,272.48
Labor & Benefits						
Labor Regular	231,509.60	3,394,283.41	3,365,545.32	28,738.09	0.85%	3,365,545.32
Labor Non-Regular	11,154.68	24,307.36		24,307.36	0.00%	0.00
Labor Taxes	14,724.67	256,755.66	267,220.56	(10,464.90)	-3.92%	267,220.56
Labor Workers Comp		67,133.13	91,500.00	(24,366.87)	-26.63%	91,500.00
Labor External	5,253.76	36,168.75	176,780.04	(140,611.29)	-79.54%	176,780.04
Benefits Med/Den/Vis	 (4,427.10)	427,138.09	579,733.80	(152,595.71)	-26.32%	579,733.80
Benefits LTD/Life/EAP	401.59	38,187.09	146,742.48	(108,555.39)	-73.98%	146,742.48
Benefits CalPers	56,202.87	295,396.85	330,619.20	(35,222.35)	-10.65%	330,619.20
Benefits Other	10,807.84	86,538.91	30,999.96	55,538.95	179.16%	30,999.96
Benefit Retiree Expenses	3,742.41	43,183.56	54,656.16	(11,472.60)	-20.99%	54,656.16
Benefit Unemployment			8,419.08	(8,419.08)	-100.00%	8,419.08
Benefit GASB 68		374,070.50	380,565.96	(6,495.46)	-1.71%	380,565.96
Capitalized Labor & Benefit Contra	 (15,232.20)	(505,370.37)	(500,000.04)	(5,370.33)	1.07%	(500,000.04)
	314,138.12	4,537,792.94	4,932,782.52	(394,989.58)	-8.01%	4,932,782.52
General & Administrative		.,	·,,· •=-•=	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		·,,· •=-•E
Fees & Charges	12,632.07	115,605.30	213,705.00	(98,099.70)	-45.90%	213,705.00
Regulatory Compliance/Permits	1,405.50	91,603.05	89,315.04	2,288.01	2.56%	89,315.04
District Events & Recognition	3,108.99	23,657.61	132,073.08	(108,415.47)	-82.09%	132,073.08
Maintenance/Licensing	3,191.00	142,109.88	137,010.00	5,099.88	3.72%	137,010.00
Equipment Maintenance	19,892.48	105,739.66	99,124.92	6,614.74	6.67%	99,124.92

#### Citrus Heights Water District Budget Performance Report As of 12/31/2020

			YTD Varia		Annual	
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	478.79	41,783.55	156,732.96	(114,949.41)	-73.34%	156,732.96
Department Admin		275.00	25,700.04	(25,425.04)	-98.93%	25,700.04
Dues & Subscriptions	2,324.17	186,030.14	195,826.08	(9,795.94)	-5.00%	195,826.08
Fuel & Oil	3,710.80	46,041.08	64,389.96	(18,348.88)	-28.50%	64,389.96
General Supplies	3,078.73	54,761.86	67,999.92	(13,238.06)	-19.47%	67,999.92
Insurance - Auto/Prop/Liab	1	91,828.89	102,000.00	(10,171.11)	-9.97%	102,000.00
Leasing/Equipment Rental	3,109.24	26,793.42	39,900.00	(13,106.58)	-32.85%	39,900.00
Parts & Materials	27,268.61	381,792.10	54,999.96	326,792.14	594.17%	54,999.96
Postage/Shipping/Freight	5,651.20	73,460.05	171,600.00	(98,139.95)	-57.19%	171,600.00
Rebates & Incentives	450.00	4,725.00	36,900.00	(32,175.00)	-87.20%	36,900.00
Telecom/Network	3,507.42	45,065.77	43,140.00	1,925.77	4.46%	43,140.00
Tools & Equipment	5,500.72	31,611.52	87,100.08	(55,488.56)	-63.71%	87,100.08
Utilities	445.61	4,995.90		4,995.90	0.00%	
Write-Off Bad Debt Exp	Í	99.01	5,000.04	(4,901.03)	-98.02%	5,000.04
Capitalized G&A Contra	(4,502.49)	(173,513.22)		(173,513.22)	0.00%	
Capitalized Equipment Contra	(11,580.35)	(312,662.38)		(312,662.38)	0.00%	
	i i				Í	
	79,672.49	981,803.19	1,722,517.08	(740,713.89)	-43.00%	1,722,517.08
Professional & Contract Services	Í				Í	
Support Services	223,438.67	969,539.46	1,837,164.84	(867,625.38)	-47.23%	1,837,164.84
Legal Services	122,486.36	374,988.47	302,500.08	72,488.39	23.96%	302,500.08
Printing Services	İ	10,863.39	48,700.08	(37,836.69)	-77.69%	48,700.08
-	İ				i	
	345,925.03	1,355,391.32	2,188,365.00	(832,973.68)	-38.06%	2,188,365.00
Reserves & Debt Services	İ				i	
Interest Expense	İ	62,787.63	98,062.57	(35,274.94)	-35.97%	98,062.57
Net Increase(Descrease) in Value of Investments	i	11,298.97		11,298.97	0.00%	
× ,		74,086.60	98,062.57	(23,975.97)	-24.45%	98,062.57
Total Operating Expenses	803,607.76	10,268,576.85	12,896,999.65	(2,628,422.80)	-20.38%	12,896,999.65
Net Income / (Expense)	1,006,297.20	9,028,425.82	2,552,585.35	6,475,840.47	 253.70%	2,552,585.35

#### Citrus Heights Water District

#### Capital Projects Summary

Fiscal Period End as of 12/2020

	BUDGET AMOUNTS PAID						
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	Remaining Budget
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$829	\$1,438	\$8,562
C19-108	6230 Sylvan East Wall	\$50,000	\$2,432	\$186	\$5,220	\$7,653	\$42,347
C20-040B	CH Electric Greenwy Bike Trail	\$0	\$0	\$0	\$411	\$411	(\$411)
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$1,676	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Construct	ion in Progress	\$185,000	\$3,042	\$186	\$8,136	\$11,177	\$173,823
C20-010	Water Main Replacements	\$70,000	\$0	\$0	\$3,455	\$3,455	\$66,545
C20-011	Water Valve Replacements	\$100,000	\$0	\$7,829	\$40,727	\$40,727	\$59,273
C20-012	Water Service Connections	\$850,000	\$0	\$17,737	\$733,734	\$733,734	\$116,266
C20-013	Water Meter Replacements	\$100,000	\$0	\$424	\$23,262	\$23,262	\$76,738
C20-014	Fire Hydrants	\$160,000	\$0	\$0	\$69,837	\$69,837	\$90,163
Annual In	frastructure	\$1,280,000	\$0	\$25,990	\$871,014	\$871,014	\$408,986
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$0	\$5,361	\$244,639
C19-003	Fleet/Field Operations Equip	\$295,000	\$61,079	\$0	\$243,011	\$304,089	(\$9,089)
C20-003	Fleet/Field Operations Equip	\$380,000	\$0	\$0	\$484,920	\$484,920	(\$104,920)
C20-004	Technology Hardware/Software	\$55,000	\$0	\$0	\$98,618	\$98,618	(\$43,618)
Fleet and	Equipment	\$980,000	\$66,440	\$0	\$826,549	\$892,988	\$87,012
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$91	\$0	\$0	\$91	\$24,197
C17-102	Michigan Dr - Sunrise to West	\$397,897	\$54,093	\$0	\$223,235	\$277,327	\$120,570
C18-103	Cologne Way 6in Main Replace	\$267,069	\$60,776	\$0	\$200,935	\$261,711	\$5,358
C19-101	Robie Way 8" Main Replacement	\$341,382	\$8,338	\$7,902	\$248,446	\$256,784	\$84,598
C19-104	Admiral MainRepl 8"	\$291,439	\$0	\$41,931	\$228,552	\$228,552	\$62,887
C19-105	Whyte MainRepl 8" Langley	\$742,655	\$27,982	\$17,788	\$653,012	\$680,994	\$61,662
C19-106	Wells Ave Main 8"	\$22,460	\$8,341	\$133	\$21,962	\$30,302	(\$7,842)
C19-107	Rowan MainRep 8/6" Grady	\$119,095	\$4,511	\$24,285	\$87,487	\$91,997	\$27,098

## Citrus Heights Water District

#### Capital Projects Summary

Fiscal Period End as of 12/2020

		BUD	GET	AMOUNTS PAID			
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	Remaining Budget
C20-101	Fair Oaks Blvd	\$56,439	\$0	\$1,607	\$10,210	\$10,210	\$46,229
C20-102	Langley Ave & Chance Dr	\$67,019	\$0	\$11,255	\$46,739	\$46,739	\$20,280
C20-103	Marsala Ct	\$7,482	\$0	\$0	\$22,081	\$22,081	(\$14,599)
C20-104	Skycrest School	\$13,765	\$0	\$0	\$5,536	\$5,536	\$8,229
C20-105	Walnut Drive	\$17,133	\$0	\$205	\$3,732	\$3,732	\$13,401
C20-106	Wisconsin Drive	\$33,238	\$0	\$864	\$42,391	\$42,391	(\$9,153)
Water Ma	ins	\$2,429,138	\$164,131	\$105,970	\$1,794,316	\$1,958,447	\$470,691
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$508	\$0	\$0	\$508	(\$508)
C20-005	Facilities Improvements	\$100,000	\$0	\$53,874	\$217,461	\$217,461	(\$117,461)
C20-005A	Admin Bldg Remodel	\$0	\$0	\$0	\$41	\$41	(\$41)
C20-040	Other City Partnerships	\$150,000	\$0	\$0	\$5,000	\$5,000	\$145,000
C20-041	Other Misc Infrastructure	\$110,000	\$0	\$0	\$0	\$0	\$110,000
C20-042	Other Property Acquisition	\$0	\$0	\$4,111	\$172,539	\$172,539	(\$172,539)
Miscellan	eous Projects	\$360,000	\$508	\$57,985	\$395,042	\$395,550	(\$35,550)
C17-104	Groundwater Well Property Acq	\$640,000	\$346,052	\$0	\$24,891	\$370,943	\$269,057
C17-104A	Well #7 Patton	\$250,000	\$30,189	\$5,637	\$15,522	\$45,712	\$204,288
C17-104B	Well #8 Highland	\$0	\$11,731	\$1,466	\$25,752	\$37,483	(\$37,483)
C20-020	Groundwater Well Improvements	\$150,000	\$0	\$0	\$36,581	\$36,581	\$113,419
C20-107	Well Design & Construction	\$563,500	\$0	\$0	\$0	\$0	\$563,500
Wells		\$1,603,500	\$387,972	\$7,102	\$102,747	\$490,719	\$1,112,781
	Grand Totals:	\$6,837,638	\$622,092	\$197,232	\$3,997,804	\$4,619,896	\$2,217,742

<u>CHECK</u>	PAYEE	DESCRIPTION	AMOUNT
70625	Barbara Lopez/Loretta Jones	Customer Refund	\$32.43
70626	Charles E/Patricia J Meltzer	Customer Refund	\$191.13
70627	Jimmy F/Kathleen R Grace	Customer Refund	\$169.81
70628	Eric J/Mary H Haeberle	Customer Refund	\$17.00
70629	Lance R/Rosario A Pyle Trust	Customer Refund	\$140.39
70630	Robert B/Deanna L Kennedy	Customer Refund	\$108.53
70631	Nader/Fariba Shirakh	Customer Refund	\$176.18
70632	Melvin A Oania	Customer Refund	\$56.19
70633	Gheorghe/Aurelia Popa	Customer Refund	\$16.92
70634	Griffin Toffler	Customer Refund	\$78.14
70635	Lawrence A/Sharla Beil	Customer Refund	\$128.26
70636	Leon S Reed	Customer Refund	\$21.76
70637	Travis/Kara Poteat	Customer Refund	\$18.92
70638	Lindsey C/Kathleen T Spight	Customer Refund	\$777.48
70639	Robert M Adams	Customer Refund	\$274.57
70640	Francisco C Brewster	Customer Refund	\$263.12
70641	William W/Kelli F Fry	Customer Refund	\$31.61
70642	Erika A Santiago	Customer Refund	\$124.42
70643	Jonathan A Owens	Customer Refund	\$59.98
70644	James P Roeder	Customer Refund	\$51.98
70645	Walter/Tina M Dias	Customer Refund	\$112.07
70646	Ryan Garry	Customer Refund	\$160.23
70647	Teichert Pipelines Inc	Customer Refund	\$468.16
70648	Vyacheslav Yankovets	Customer Refund	\$139.81
70649	ABA DABA Rentals & Sales	Supplies-Field	\$2,145.75
70650	ACWA	Continued Education	\$375.00
70651	AFLAC	Employee Paid Insurance	\$290.48
70652	Alexander's Contract Services	Contract Services- Meter Read	\$5,812.38
70653	Aqua-Metric Sales, Co	Material	\$4,654.80
70654	AREA Restroom Solutions	Equipment Rental-Field	\$142.41
70655	Awards By Kay Inc	Office Expense	\$154.97
70656	California-Nevada Section AWWA	Dues & Subscriptions	\$285.00
70657	Bart/Riebes Auto Parts	Repair-Trucks	\$160.17
70658	Bender Rosenthal Incorporated	Contract Services-Other	\$630.23
70659	BSK Associates	Water Analysis	\$1,550.00
70660	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving	\$82,165.50
70661	Cybex	Equipment Rental-Office	\$172.71
70662	Dr. Well Water Well Services Inc	Wells Maintenance	\$750.00
70663	Future Ford	Repair-Trucks	\$1,285.00
70664	Ferguson Enterprises Inc #1423	Material	\$32,508.18
70665	Howell Consulting Inc	Contract Services-Other	\$1,000.00
70666	Hunt & Sons Inc	Gas & Oil	\$750.26
70667	Iconix Waterworks	Material	\$1,231.61
70668	Integrity Administrators Inc	Health Insurance	\$255.99

<u>CHECK</u>	PAYEE	DESCRIPTION	AMOUNT
70669	KASL Consulting Engineers	Contract Services-Engineering	\$373.00
70670	One Stop Truck Shop	Repair-Trucks	\$359.15
70671	Pace Supply Corp	Material	\$4,021.53
70672	Post Modern Marketing	Contract Services-Other	\$250.00
70673	Republic Services #922	Utilities	\$269.34
70674	River City Staffing Group	Temporary Labor	\$2,223.38
70675	Sagent	Contract Services- Website Redesign CVRA Outreach	\$7,835.00
70676	Scarsdale Security Security Systems Inc	Contract Services-Other	\$284.97
70677	Simon and Company Inc	Contract Services-Other	\$1,000.00
70678	Smoke Busters	Repair-Trucks	\$240.00
70679	SMUD	Utilities	\$22,103.51
70680	Sonitrol	Equipment Rental-Office	\$189.00
70681	State Water Resources Control Board	Dues & Subscriptions	\$105.00
70682	TIAA Commercial Finance Inc	Equipment Rental-Office	\$522.59
70683	Verizon Wireless	Telephone-Wireless	\$3,059.34
70684	Walker's Office Supplies	Office Expense	\$192.56
70685	WaterWise Consulting, Inc	Contract Services- Conservation	\$525.00
70686	Void	Void	\$0.00
70687	Best Best & Krieger	Legal & Audit	\$21,820.50
70688	Robin Cope	Health Insurance	\$451.00
70689	Sagent	Contract Services-Social Media, Brand Audit, Advertising	\$6,275.00
70690	State Water Resources Control Board	Dues & Subscriptions	\$125.00
70691	Zane Dezign	Tools/Equipment	\$854.30
70692	Nancy L Russell	Customer Refund	\$32.08
70693	Albert Wilcox Jr	Customer Refund	\$246.13
70694	Betty A/Leonard W Bennett	Customer Refund	\$110.07
70695	Noland E/Suzana Williams	Customer Refund	\$6.80
70696	Vitally Koshman	Customer Refund	\$22.42
70697	Oleksandr Fomin	Customer Refund	\$28.47
70698	Juan/Jennean Bojorquez	Customer Refund	\$145.85
70699	Janae C/Jonas E Ware	Customer Refund	\$14.20
70700	Zachary J/ Caycee A Wheeler	Customer Refund	\$44.77
70701	Clara Green	Customer Refund	\$36.38
70702	Pavel/Angelina Prokopchuk	Customer Refund	\$80.15
70703	John E Willis	Customer Refund	\$44.71
70704	Gloria D/Lindsey C Roach	Customer Refund	\$6.73
70705	Kyle E Auer	Customer Refund	\$16.40
70706	Abolghasem/Tida M Ehsan	Customer Refund	\$87.98
70707	Christina Altieri	Customer Refund	\$10.70
70708	A&A Stepping Stone Manufacturing	Supplies-Field	\$145.46
70709	ABA DABA Rentals & Sales	Supplies-Field	\$94.82
70710	AIA Services, LLC/NDS	Tools/Equipment	\$1,417.35
70711	Alexander's Contract Services	Contract Services- Meter Read	\$5,093.69
70712	Allsteel Inc	Material	\$2,765.00

<u>CHECK</u>	PAYEE	DESCRIPTION	AMOUNT
70713	AnswerNet	Telephone-Answering Service	\$392.53
70714	APWA	Continued Education	\$218.00
70715	Aqua Sierra Controls	Wells Maintenance	\$1,195.95
70716	Aquafit Chlorination Systems	Material	\$2,059.20
70717	Axiom Technologies LLC	Contract Services-Other	\$2,453.00
70718	Best Best & Krieger	Legal & Audit	\$26,370.50
70719	Bender Rosenthal Incorporated	Contract Services-Other	\$623.05
70720	Burketts	Office Expense	\$32.27
70721	California Landscape Associates Inc	Janitorial	\$230.00
70722	California Society of Municipal Finance Officers	Dues & Subscriptions	\$220.00
70723	California Surveying & Drafting Supply	Small Tools	\$10.00
70724	Campbell Keller	Material	\$80.74
70725	Capio	Continued Education	\$20.00
70726	Citrus Heights Saw & Mower	Repair-Equipment/Hardware	\$84.66
70727	Consolidated	Telephone-Local/Long Distance	\$1,853.50
70728	Corelogic Information Solutions Inc	Dues & Subscriptions	\$206.00
70729	County of Sacramento	Permit Fees	\$392.00
70730	Engineering News Record	Dues & Subscriptions	\$108.00
70731	Flowline Contractors, Inc	Contract Services-Engineering	\$15,800.51
70732	FP Mailing Solutions	Equipment Rental-Office	\$147.08
70733	Future Ford	Repair-Trucks	\$401.15
70734	Ferguson Enterprises Inc #1423	Material	\$19,017.88
70735	Hunt & Sons Inc	Gas & Oil	\$953.48
70736	ICMA Membership Renewals	Dues & Subscriptions	\$175.00
70737	Iconix Waterworks	Material	\$3,030.60
70738	Kaler/Dobler Construction Inc	Contract Services-Engineering	\$50,624.22
70739	Luhdorff & Scalmanini	Contract Services-Wells	\$105.00
70740	Moonlight BPO LLC	Contract Services-Bill Print	\$5,640.55
70741	One Print Source & Graphics	Printing	\$52.00
70742	Pacific Gas & Electric	Utilities	\$157.91
70743	RDO Equipment	Repair-Trucks	\$5,367.90
70744	River City Staffing Group	Temporary Labor	\$1,386.00
70745	Sagent	Contract Services- Strategy, Media Relations, CVRA Outreach	\$10,176.25
70746	SitelogIQ	Maintenance Agreement-Equipment/Hardware	\$610.75
70747	SureWest Directories	Telephone-Local/Long Distance	\$49.00
70748	SWRCB	Dues & Subscriptions	\$2,811.00
70749	TechnoFlo Systems	Repair-Equipment/Hardware	\$673.86
70750	Tee Janitorial & Maintenance	Contract Services-Other	\$2,989.00
70751	United Rentals (North America) Inc	Equipment Rental-Field	\$1,679.36
70752	Walker's Office Supplies	Office Expense	\$141.37
70753	Wallace Kuhl & Associates Inc	Contract Services-Engineering	\$1,850.00
70754	WaterWise Consulting, Inc	Contract Services-Conservation	\$900.00
70755	Warren Consulting Engineers Inc	Contract Services-Engineering	\$6,250.00
70756	Wex Bank	Gas & Oil	\$2,151.80

<u>CHECK</u>	PAYEE	DESCRIPTION	AMOUNT
70757	Williams+Paddon	Contract Services-Engineering	\$404.34
70758	Zane Dezign	Tools/Equipment	\$1,622.62
70759	Zanjero	Contract Services-Conservation	\$8,450.00
70760	Sagent	Contract Services-Social Media, Website Redesign, Water Efficiency	\$47,013.55
70761	Best Best & Krieger	Legal & Audit	\$45,866.27
70762	Sagent	Contract Services- Website Redesign, Newsletter Printing & Postage	\$49,395.13
70763	John Ortiz	Customer Refund	\$30.18
70764	JoAnne Busch	Customer Refund	\$78.97
70765	John S/Loretta A Meylor	Customer Refund	\$182.87
70766	Thomas E Thorpe	Customer Refund	\$293.25
70767	Marvin D/Vera I Wood Revocable Trust	Customer Refund	\$55.61
70768	Gary L Albert	Customer Refund	\$181.63
70769	Sandra R York	Customer Refund	\$126.62
70770	Kathryn D Unger	Customer Refund	\$27.74
70771	Leslie W Metcalf	Customer Refund	\$47.46
70772	Lisa Marie Moore	Customer Refund	\$25.27
70773	Benjamin/Theresa C Shell	Customer Refund	\$225.66
70774	Douglas R Smith	Customer Refund	\$50.94
70775	Ivy Van	Customer Refund	\$5.57
70776	Brian T/ Laura B Zwald	Customer Refund	\$169.01
70777	Cynthia J Smith	Customer Refund	\$18.36
70778	Tara Carter	Customer Refund	\$129.46
70779	Aleksandr/Larisa Garbuzov	Customer Refund	\$137.46
70780	David J Gentene	Customer Refund	\$107.22
70781	Lori D/Philip A McAnelly	Customer Refund	\$22.41
70782	Donald K/Rena L Inouye	Customer Refund	\$42.15
70783	AFLAC	Employee Paid Ins	\$290.48
70784	Alexander's Contract Services	Contract Services- Meter Read	\$3,851.69
70785	Backflow Distributors Inc	Small Tools	\$821.25
70786	Bart/Riebes Auto Parts	Repair-Trucks	\$298.26
70787	Best Best & Krieger	Legal & Audit	\$15,916.09
70788	Best Appliance Inc	Repair-Equipment/Hardware	\$239.98
70789	BSK Associates	Water Analysis	\$378.00
70790	BSK Associates	Water Analysis	\$252.00
70791	Burketts	Office Expense	\$451.79
70792	C & D Power	Repair-Equipment/Hardware	\$2,332.00
70793	Central Valley Engineering & Asphalt, Inc.	Contract Services- Paving	\$24,285.00
70794	CirclePoint	Contract Services-Miscellaneous	\$213.75
70795	County of Sacramento Municipal Services	Field Miscellaneous	\$179.60
70796	Sacramento County Utilities	Utilities	\$80.98

\$7,521.37

\$100.00

#### December 2020 WARRANTS

<u>CHECK</u>	PAYEE	DESCRIPTION	AMOUNT
70797	County of Sacramento	Dues & Subscriptions	\$1,887.00
70798	Fast Action Pest Control	Contract Services-Miscellaneous	\$115.00
70799	Fastenal Company	Supplies-Field	\$167.90
70800	Harris & Associates	Contract Services-Engineering	\$410.00
70801	Holt of California	Repair-Equipment/Hardware	\$697.15
70802	Hunt & Sons Inc	Gas & Oil	\$579.53
70802	IB Consulting LLC	Contract Services-Miscellaneous	\$1,560.00
70803	-		\$1,500.00
	Irrigation Association - Certification	Dues & Subscriptions	• • • • •
70805	KASL Consulting Engineers	Contract Services-Engineering	\$1,411.50
70806	Moonlight BPO LLC	Contract Services-Bill Print	\$3,479.70
70807	National Demographics Corporation	Contract Services-Other	\$11,500.00
70808	Post Modern Marketing	Contract Services-Other	\$250.00
70809	River City Staffing Group	Temporary Labor	\$1,732.51
70810	Sacramento Suburban Water District	Support Services- Other	\$1,881.53
70811	Sagent	Contract Services-Strategy, Media Relations & Advertising	\$10,981.25
70812	Simon and Company Inc	Contract Services-Other	\$1,000.00
70813	Superior Equipment Repair	Repair-Trucks	\$6,457.24
70814	TechnoFlo Systems	Repair-Equipment/Hardware	\$256.84
70815	Verizon Wireless	Telephone-Wireless	\$1,653.92
70816	Walker's Office Supplies	Office Expense	\$121.03
	wakers onlee supplies	Once Expense	·
Total			\$643,727.65
ACH	1168-2020-11 INVOICE CLOUD	Bank Fee	\$4,366.80
ACH	ADP	Bank Fee	\$329.90
ACH	ADP	Bank Fee	\$114.25
АСН	ADP	Bank Fee	\$279.80
АСН	ADP	Bank Fee	\$300.00
АСН	BOW NOVEMBER 2020	Bank Fee	\$873.17
АСН	CALIFORNIA CHOICE JAN 2021	Health Insurance	\$41,639.41
ACH	CHASE BANK NOVEMBER 2020	Bank Fee	\$2,329.93
АСН	ICMA-RC 11/26/20 PAYDAY	Deferred Compensation	\$100.00
ACH	ICMA-RC 12/23/20 PAYDAY	Deferred Compensation	\$100.00
ACH	JP MORGAN NOV 2020	See December Agenda Item CC-9	\$1,164.68
ACH	JP MORGAN NOV 2020	See December Agenda Item CC-9	\$11,461.32
ACH	PERS 10/29/20 PAYDAY	PERS	\$20,989.12
ACH	PERS 11/12/20 PAYDAY	PERS	\$21,409.26
ACH	PERS 12/10/20 PAYDAY	PERS	\$21,559.61
ACH	PERS 12/23/20 PAYDAY	PERS	\$21,465.79
ACH	PRINCIPAL LIFE JANUARY 2021	Health Insurance	\$8,039.86
ACH	VALIC 12/10/20 PAYDAY	Deferred Compensation	\$1,257.42
ACH	VALIC 11/26/20 PAYDAY	Deferred Compensation	\$2,021.25
ACH	11/1-11/30/20 MID AMERICA	Employee Paid Insurance	\$2,008.00 \$15.561.00
ACH	COLANTUONO, HIGHSMITH & WHATLEY	Legal & Audit	\$15,561.00 \$7,521.37
АСН АСН	ICMA-RC 10/20/20 PAYDAY ICMA-RC 11/26/20 PAYDAY	Deferred Compensation Deferred Compensation	\$7,521.37 \$7,618.91
	ICMA + RC + 12/22/20 PA + DA + ICMA + RC + 12/22/20 PA + DA + ICMA + RC + 12/22/20 PA + DA + ICMA		\$7,018.91

Deferred Compensation

Deferred Compensation

ACH

ACH

ICMA-RC 12/23/20 PAYDAY

ICMA-RC 12/10/20 PAYDAY

#### JP Morgan Purchase Card Distributions Dec-20

Name	Tools & Equipment	District Events & Recognition	General Supplies	ntenance/ censing	CIP	A Rei	Other gency Cost mburse ment	Pos	stage/Shipping/ Freight		uipment ntenance	Dues & Subscription	T	Fotal Bill
Shockley	\$ 590.18	\$ 2,289.15	\$ 75.25		\$ 3,786.09	\$	74.81	\$	120.60		\$ 266.99		\$	7,203.07
Henry		\$ 18.25			\$ 149.00								\$	167.25
Rucker				\$ 2,463.36						\$ 69.00			\$	2,532.36
Talwar				\$ 275.00								\$ 3.99	\$	278.99
Spiers											\$ 472.41		\$	472.41
Pieri		\$ 55.11											\$	55.11
Total Bill	\$ 590.18	\$ 2,362.51	\$ 75.25	\$ 2,738.36	\$ 3,935.09	\$	74.81	\$	120.60	\$ 69.00	\$ 739.40	\$ 3.99	\$	10,709.19

# **CITRUS HEIGHTS WATER DISTRICT**

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT	: EMPLOYEE RECOGNITION
STATUS	: Information Item
REPORT DATE	: January 11, 2021
PREPARED BY	: Brittney Moore, Management Analyst

The following District employees were recognized for perfect attendance during November 2020, and outstanding customer service and quality of work during the month of December 2020.

#### **Administrative Services**

Name	Attendance	Customer Service	Work Quality
Madeline Henry			Presented at the December Board Meeting.
Dana Mellado			Assisted staff with the water bill project.
Brittney Moore			Organizing all staff training.
			Created resolutions and staff
			reports for December Board Meeting.
Alberto Preciado	Yes		Assisted staff with the water bill project.
David Rucker	Yes		Set up conference room for the December Board Meeting.
Kayleigh Shepard	Yes	Took on additional responsibilities for a week, due to unforeseen staff outages. Answered all phone calls, and completed all front counter tasks.	
Beth Shockley			Coordinated District dinner orders for the Citrus Heights Chamber of Commerce fundraiser.

Name	Attendance	Customer Service	Work Quality
Desiree Smith		Customer's daughter called regarding her elderly parent on Forest Glen Way, who requested a meter read which determined a private leak. Customer's daughter expressed her gratitude for the rapid response and courtesy shown by the team, and for the great customer service.	
		Customer on Rowan Way called to thank Desiree for the great customer service, stating "she was impressed with the response" in addressing a concern over a hydrant leak near her home.	

# **Engineering Department**

Name	Attendance	Customer Service	Work Quality
Tamar Dawson	Yes	Provided construction inspection during staff outage.	Presented at the December Board Meeting for the District- wide Annexation Project Performed inspection on a private development Project on a Saturday.
Paul Dietrich	Yes	Provided construction inspection during staff outage.	
Timothy Katkanov	Yes	Provided construction inspection during staff outage.	

# **Operations Department**

Name	Attendance	Customer Service	Work Quality
Christopher	Yes		Volunteered to hold stand-by
Bell			call during staff outage.

Name	Attendance	Customer Service	Work Quality
James	Yes		<u>·····································</u>
Buford			
Aaron			Volunteered to hold stand-by
Cater			call during staff outage.
Brady	Yes	Provided a quick response to a call	
Chambers		from a customer on Robie Way	
		regarding a high bill concern.	
Tim Cutler	Yes		
James			Volunteered to hold stand-by
Ferro			call during staff outage.
Jarrett			Volunteered to hold stand-by
Flink			call during staff outage.
D :	X		
Brian	Yes		
Hensley			
Dialay	Yes		
Ricky Kelley	1 68		
Kelley			
Mike	Yes	Customer on Rowan Way called to	
Mariedth	105	thank Mike for the great customer	
1,14110 dtill		service, stating "she was impressed	
		with the response" in addressing a	
		concern over a hydrant leak near her	
		home.	
Rex	Yes		
Meurer			
Chris	Yes		
Nichols			
Jace	Yes		
Nunes			
D 1			
Rebecca	Yes		
Scott			

Name	Attendance	Customer Service	Work Quality
John		Provided a quick response to a call	
Spinella		from a customer on Robie Way	
_		regarding a high bill concern.	

#### AGENDA ITEM: CC-11

#### CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT: LONG RANGE AGENDASTATUS: Consent/Information ItemREPORT DATE: January 10, 2021PREPARED BY: Madeline A. Henry, Administrative Services Manager

				I	.egend
BJECTIVE:				s	Study Session
ted below is the	current Long l	Range Agenda.		CC	Consent Calendar
				Р	Presentation
				B	Business
				PH CL	Public Hearing Closed Session
		CITRUS HEIGHTS WATER DISTRICT LON	G RANGE AGENDA	CL.	Closed Dession
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
		February 17, 2021			
February 17, 2021		Customer Advisory Committee (CAC) Update	Henry/Pieri	Р	I/D
February 17, 2021	Annual	Investment of District Funds	Talwar/General Counsel	В	А
		March 17, 2021			
March 17, 2021		Overview of Easement Project	Pieri	s	I/D
March 17, 2021		Palm and Sunrise Wells Update	Scott/Hensley	s	I/D
March 17, 2021	Agreement for Audit Servcies Talwar/Preciado				А
		April 21, 2021			
April 21, 2021		2021 Strategic Plan Update	Henry	сс	I/D
April 21, 2021		Capital Improvement Program (CIP) Update	Pieri	Р	I/D
		May 19, 2021			
May 19, 2021		Poster Contest Presentation	Meurer/Scott	Р	I/D
May 19, 2021		Review of the Draft Urban Water Management Plan (UWMP)	Scott/Meurer	SS	I/D
May 19, 2021		Comprehensive Annual Financial Report (CAFR)	Preciado/Talwar	В	А
		June 16, 2021			
June 16, 2021		Agreement with Response Structural Engineers	Pieri	сс	А
June 16, 2021		Water Meter Replacement Study	Scott	В	А
June 16, 2021		Adoption of the Urban Water Management Plan (UWMP)	Scott/Meurer	В	А
		July- Cancelled- Summer Recess			
		August 18, 2021		Γ	
August 18, 2021		RWA/SGA Update	Straus/Scott	Р	I/D
	Ĩ	September 15, 2021		r	Ť
September 15, 2021					
		October 20, 2021			
October 20, 2021		Misc. Charges and Fees- Propsed	Talwar	В	А
October 20, 2021		2022 Budget- Proposed	Talwar	В	А
		November 17, 2021			
November 17, 2021		On-Call Concrete Agreement	Scott	В	А
November 17, 2021		2022 Budget Adoption	Talwar	В	А
		December 15, 2021			
December 15, 2021		District Officers	Henry	В	А
December 15, 2021		Selection of President and Vice President	Henry	В	А
	L				1

# **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT: ENGINEERING DEPARTMENT REPORTSTATUS: Information ItemREPORT DATE: December 29, 2020PREPARED BY: Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, First Quarter of 2021 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19. Draft report submitted to CHWD on 01/06/20. Board Presentation expected in early 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	District received final staffing report from the District's consultant on 04/29/20. Staff to present findings to Board.
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd Perimeter Wall	Engineering	Project Manager and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2020 design.	SJUSD Board approved Grant of Easement. CHWD received recorded document on 11/04/20.
CAPITAL IMPROVEMENT PROJECT Whyte Ave & Langley Ave Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 06/17/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easements recorded (except one) 11/10/20. Waiting for return of easement packets and signature on one. 100% Complete. Closing out project. CHWD to prepare Notice of Completion.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT Robie Way - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 08/19/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easement acquisition complete. 100% Complete. Closing out project. CHWD to prepare Notice of Completion.
CAPITAL IMPROVEMENT PROJECT - Admiral Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 08/19/20 (Award of Contract)	Yes	2020 design, 2020 construction.	Easement acquisition complete. 100% Complete. Closing out project. CHWD to prepare Notice of Completion.
CAPITAL IMPROVEMENT PROJECT - Wells Ave - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/16/20 (Award of Contract)	Yes	2020 design, 2021 construction.	Easement acquisition complete. Award of Contract approved at the 12/16/20 Board Meeting.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Wisconsin Dr - Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/16/20 (Award of Contract)	Yes	2020 design, 2021 construction.	Easement acquisition complete. Award of Contract approved at the 12/16/20 Board Meeting.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Main	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	<ul> <li>Survey completed on 04/22/20.</li> <li>District preparing 60% plans.</li> <li>District coordinating with SJUSD regarding new water main alignment.</li> </ul>
CAPITAL IMPROVEMENT PROJECT - Marsala Court Water Main	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2020 construction.	CHWD Operations staff performing construction. 95% Complete.
CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2020 design, 2021 construction.	Right-of-Way agent obtaining easements. Survey completed. District preparing 60% plans.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Chance & Langley Water Main	Engineering	Project Manager and District Engineer	Yes	Yes	2020 design, 2021 construction.	District obtaining contract with Right- of-Way agent. Survey completed. Existing utility location completed. District preparing 60% plans.
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main	Engineering	Project Manager and District Engineer	Yes	Yes	2020 design, 2021 construction.	Survey completed. District preparing 60% plans.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 03/30/20, 04/15/20 (Deferment of Fees)	No	200-300 unit development by Watt Communities.	Easement at 8017 Greenback Lane submitted to County Recorder's office on 12/07/20. Waiting on 6434 Sunrise Boulevard easement until water main installed. Waiting on SMUD access easement from SMUD. Project re-started on 7/14/20. Water portion 85% Complete.
PRIVATE DEVELOPMENT Mitchell Village Land Exchange - 7925 Arcadia Dr	Engineering	Director of Engineering and Assistant Engineer	Yes, 11/20/19 (Approval of Agreement)	No	Land Exchange of District's Well Site for development property.	Boundary line adjustment recorded on 08/31/20. Awaiting copy of easement granted to SMUD. Project 98% Complete. Punch list items to be completed.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch	Engineering	Director of Engineering and Assistant Engineer	No	No	23 lot subdivision.	District signed plans on 12/04/19. Reimbursement Agreement to be signed by developer. Waiting on payment of inspection and capacity fees.
PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	District sent Will Serve Letter on 12/04/18. Received first submittal from developer's engineer on 10/29/20. District provided additional comments on first submittal on 12/28/20.
PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plans signed on 09/19/18. Awaiting construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	District provided comments to the developer's engineer on 01/02/19. Developer's engineer submitted second submittal on 09/02/20. District provided comments on second submittal on 09/30/20.
PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed on 10/21/20. Awaiting start of construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8501, 8505 Auburn Blvd Overall Site	Engineering	Director of Engineering and Assistant Engineer	Yes, Quitclaim (06/17/20)	No	Commercial Development.	Final plans signed on 10/17/19. 100% complete on water service to Studio Movie Grill. Contractor to complete improvements to two other parcels. Recorded easement received and sent to owner on 10/13/20. Quitclaim Resolution approved by the Board and recorded 07/27/20.
PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units	Engineering	Director of Engineering and Assistant Engineer	No	No	Demo tennis courts to make storage unit with fire sprinkler system.	Payment received for Fees on 04/01/20. District signed plans on 11/23/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	<ul> <li>Plan Check Fees paid on 03/24/20.</li> <li>District signed plans on 08/18/20.</li> <li>Preconstruction Meeting occurred on 12/09/20.</li> </ul>
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	Received first submittal on 12/03/20. District reviewing plans.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Received second submittal on 05/20/19. District provided comments to the engineer on 06/26/19.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7056 Sunrise Blvd Starbucks	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Plans signed on 05/13/20. Construction 75% complete.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District provided comments on preliminary plans on 07/09/20. Project Referral received 10/07/20. Will Serve Letter sent 10/13/20.
PRIVATE DEVELOPMENT 6128 San Juan Ave Green Acres	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District received third submittal on 12/08/20. District provided comments on third submittal on 12/28/20. Demolition of building complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Will Serve Letter sent 08/27/20. District received first submittal on 12/14/20.
PRIVATE DEVELOPMENT 8030 Greenback Ln Popeye's Louisiana Chicken	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Project Referral received on 12/10/20. Will Serve Letter sent 12/21/20.
PRIVATE DEVELOPMENT 7301 Greenback Ln Safeway Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	District reviewed and signed final plans on 10/14/20. Awaiting payment of final fees and start of construction.
PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Extension of water main, addition of fire hydrant, and fire sprinklers.	District received first submittal on 11/23/20. District provided comments on first submittal on 12/21/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation	Engineering	Director of Engineering and Assistant Engineer	Yes (Resolution adopted for Annexation - 12/16/20)	No	Annexation and proposed apartments	Annexation fees paid. Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting. Awaiting plans from developer's engineer for review.
CITY OF CITRUS HEIGHTS PROJECT Bonita & Old Auburn Rd Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Bonita Way & Old Auburn Rd Storm Drain Project.	Plans signed on 05/06/20. Water relocation to be performed by Operations prior to storm drain improvements. Gas lines relocation by PG&E completed in September. Anticipate bid and start of construction in early 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Chula Vista Dr Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold at the City as of 09/24/20.
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Attended kick-off meeting with the City on 01/14/19. Received final plans from the City's engineer on 12/17/20. District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Phase 2 Road Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.	Utility information sent to City's engineer on 06/30/20. Potholing started on 10/20/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Electric Greenway Bike Trail	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District awaiting further information from City's consultant regarding Cost Liability Letter.
District-wide Annexation Project	Engineering	Director of Engineering , Project Manager and Assistant Engineer	Yes, 07/17/19 (Award of Contract), 10/16/19 (Customer Letters), 04/15/20 (Resolution to begin LAFCo review) 12/16/20 (Resolution approved for final project)	Yes	Annex properties into the District to clarify and revise District boundaries.	Project 99% Complete. LAFCo Conducted Authority Hearing on 09/17/20 and finalized Certificate of Completion. Resolutions approved at the 12/16/20 Board Meeting.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes, TBD	Yes	Research and review District facility locations and easements for potential additions/revisions.	Staff will begin this project in early 2021.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
Review CEQA process for Capital Improvement Projects (CIPs)	Legal	Assistant General Counsel Joshua Nelson and Director of Engineering	TBD		Review existing CEQA process for CIPs. Update and revise as necessary.	Staff will conduct an initial scoping meeting in Q1 2021.

# **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

### SUBJECT STATUS REPORT DATE PREPARED BY

- : OPERATIONS DEPARTMENT REPORT
- : Information Item
- : January 4, 2021
- : Tim Cutler, Water Distribution Supervisor Rebecca Scott, Senior Management Analyst

Facilities Maintenance			CIP Projects			
	Complet	ted WO's		Complet	ed WO's	
	Dec.	2020		Dec.	2020	
Backflow Maintenance	0	0	C20-010 Water Mainline	0	1	
Blow Off Maintenance	20	21	C20-011 Water Valves	1	15	
Hydrant Maintenance	93	920	C20-012 Water Services	3	360	
Leak Investigation	0	1	C20-013 Water Meters	3	38	
Mainline Repair/Maintenance	0	6	C20-014 Fire Hydrants	0	12	
Meter Box Maintenance	3	55	C20-103 Pot Hole Main	0	2	
Meter Register Replacement	23	436	TOTAL	7	428	
Meter Repair/ Test/Maintenance	0	9	Water Quality			
Pot Hole Work	0	1		Water Analysis Report: Bacteriological testing has met all California Department of Public Health		
Water Service Repair/Locate	1	7	requirements. 72 samples were collected with no positive results.			
Valve, Mainline Maintenance	165	1,659				
Valve Box Maintenance	0	17				
TOTAL	305	3,132				

## CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT STATUS REPORT DATE PREPARED BY : 2020 WATER SUPPLY - PURCHASED & PRODUCED

: Information Item

: January 5, 2021

: Brian M. Hensley, Water Resources Supervisor

#### **OBJECTIVE:**

Т

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data is included for reference as it is the baseline consumption year for water conservation mandates.

	2013	2015	2016	2017	2018	2019		20	20		Year-to-I	Date
Month							Surface	Ground	Total	Total	Compari	son
wiontii							Water	Water	Water	Water	to	
			Total Wate	er Monthly			Purchased	Produced	Monthly	Annual	2013	
			acre	feet				acre	e feet		acre feet	%
Jan	602.52	570.05	539.60	506.81	531.38	520.86	425.22	93.81	519.03	519.03	-83.49	-13.9%
Feb	606.36	511.52	484.53	443.99	525.73	447.48	488.25	101.55	589.80	1,108.83	-100.05	-8.3%
Mar	819.55	725.95	517.56	546.60	540.78	516.87	569.86	84.45	654.31	1,763.14	-265.29	-13.1%
Apr	1,029.73	761.02	677.81	575.52	646.09	682.90	678.55	88.69	767.24	2,530.38	-527.78	-17.3%
May	1,603.43	869.08	979.49	1,138.72	1,072.27	977.41	1,103.17	65.82	1,168.99	3,699.37	-962.22	-20.6%
Jun	1,816.73	1,065.10	1,343.76	1,412.94	1,387.03	1,328.07	1,349.71	126.11	1,475.82	5,175.19	-1,303.13	-20.1%
Jul	2,059.21	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40	1,571.79	111.04	1,682.83	6,858.02	-1,679.51	-19.7%
Aug	1,924.28	1,188.18	1,579.80	1,570.80	1,583.78	1,603.36	1,542.97	117.62	1,660.59	8,518.61	-1,943.20	-18.6%
Sep	1,509.82	1,069.78	1,257.91	1,441.76	1,330.19	1,297.12	1,158.99	222.15	1,381.14	9,899.75	-2,071.88	-17.3%
Oct	1,297.42	918.67	840.80	1,128.97	1,061.88	1,083.17	1,009.84	175.16	1,185.00	11,084.75	-2,184.30	-16.5%
Nov	911.55	589.6	561.82	631.55	807.7	839.06	624.13	155.21	779.34	11,864.09	-2,316.51	-16.3%
Dec	700.94	519.57	518.62	574.43	558.97	548.17	489.33	131.01	620.34	12,484.43	-2,397.11	-16.1%
Total	14,881.54	9,973.47	10,846.27	11,622.85	11,782.93	11,426.87	11,011.81	1,472.62	12,484.43	12,484.43		
% of Total							88.20%	11.80%				

# **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT	:	WATER SUPPLY RELIABILITY
STATUS	:	Information Item
REPORT DATE	:	January 5, 2021
PREPARED BY	:	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 January 1, 2021, storage in Folsom Lake (Lake) was at 288,849 acre-feet, 30 percent of the total capacity of 977,000 acre-feet. This represents a decrease in storage of 31,394 acre-feet in the past month.

The District's total water use during the month of December 2020 (620.34 acre-feet) was 16.1 percent below that of December 2013 (700.94 acre-feet).

The District continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms and Sylvan, are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

# **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT	: WATER EFFICIENCY & SAFETY PROGRAM UPDATE
STATUS	: Information Item
REPORT DATE	: January 5, 2021
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 December 2020 include:

- Two High Efficiency Toilet (HET) rebates were processed for the month of December. This compares to two HET rebates processed for the month of December 2019. The five year monthly average (2015-2019) of December HET rebates is 12.
- A total of 10 High Efficiency Clothes Washer (HECW) rebates were issued during the third quarter of 2020. This compares to nine rebates issued for the third quarter of 2019. A total of 21 HECW rebates have been issued year to date. As of 12/31/2020, SMUD will no longer process HECW rebates for the District. The District will begin processing the rebates in-house.
- 10 service calls were completed for the month of December. There was one report of water waste received in December through CHWD's Water Efficiency web page. Staff continues reaching out to customers via telephone for water waste violations and leak notifications.
- CHWD's WaterSmart classes will continue to be given online as "virtual" classes for 2021. The 2021 WaterSmart class schedule is as follows:
  - March 18: Smart Controller Basics
  - April 8: Garden-Friendly Pest Management, Weed Control & Soil Management
  - May 13: The Perfect Plants: What, Where and When
  - June 17: Tree Care 101
  - September 16: Sylvan Ranch Demonstration Garden (1 Year Later)

All classes will be held at noon on a Thursday. Attendees will participate in a live Q & A session during each presentation. All virtual classes are being archived on CHWD's website and on YouTube, where they can be viewed there any time.

• CHWD has developed three garden plots at the SRCG. The plots feature water efficient landscaping. The plots are being used as an education area for activities, such as workshops, demonstrations and presentations. CHWD has recruited a volunteer "Garden Corps" of CHWD customers willing to help plant and maintain the District's garden plots. On Saturday, November 14, the Garden Corps members worked with a certified landscaping specialist to plant the first flowers and plants in CHWD's plots, including the installation of irrigation. The event was video recorded to share with CHWD's customers via YouTube and CHWD's new web site. Volunteers are now maintaining the plots by removing weeds and checking the irrigation system and smart controller timers.

Month	R-GPCD 2019	R-GPCD 2020	% CHANGE
January	76	76	0%
February	72	92	+21.7
March	75	95	+26.6
April	103	116	+12.6
May	147	170	+15.6
June	200	222	+11.0
July	231	245	+6.0
August	234	242	+3.4
September	195	208	+6.6
October	158	147	-6.9
November	126	117	-7.1
December	80	90	+12.5

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

SERVICE REQUESTS	2020	2019
CONSERVATION REQUEST	10	5
WATER EFFICIENCY	3	6
REVIEWS		
HIGH EFFICIENCY TOILET	10	9
REBATES		
CHECK FOR LEAK	0	0
UNABLE TO OBTAIN METER	57	33
READ		
TRIM SHRUBS	12	7
METER BURIED	40	37
METER MAINTENANCE	32	26
LOCKED GATE	10	0
RE-READ METER	2	9
READ METER	7	0
METER BOX	3	0
MAINTENANCE		
MOVE-IN/MOVE-OUT	19	14
CAR OVER METER	26	24
INSTALL METER	2	0
TOTAL	233	170

• The following table summarizes the service requests and work orders of Water Efficiency staff for December 2020:

WORK ORDERS	2020	2019
CHANGE TOUCH-	1	2
<b>READ TO RADIO</b>		
READ		
CONVERT TO	3	3
RADIO-READ		
METER		
METER BOX	3	0
MAINTENANCE		
METER REPAIR	0	1
METER	0	0
REPLACEMENT		
METER TESTING	7	0
REGISTER	14	17
REPLACEMENT		
RADIO-READ	3	6
REGISTER		
REPLACEMENT		
INSTALL METER	2	1
TOTAL	33	30

# **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 REGULAR MEETING

SUBJECT STATUS	: 2020 STRATEGIC PLAN UPDATE AND 2021 STRAEGIC PLAN PREVIEW : Action Item
REPORT DATE	: December 22, 2020
PREPARED BY	: Madeline Henry, Administrative Services Manager/Chief Board Clerk Susan Talwar, Director of Finance and Administrative Services

#### **OBJECTIVE**:

Receive an update to the 2020 Strategic Plan and a preview of the 2021 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 steps to take over the coming year, given limited funding and staffing resources, to help take CHWD to the next level. 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 2020 Strategic Plan was approved by the Board of Directors on July 17, 2019 and the 2021 Strategic Plan was approved by the Board of Directors on September 16, 2020. Attachment 1 provides an update on the 2020 Strategic Plan and Attachment 2 provides a preview of the 2021 Strategic Plan.

#### **<u>RECOMMENDATION</u>**:

Receive and file an update of the 2020 Strategic Plan. Receive and file a preview of the 2021 Strategic Plan.

#### **ATTACHMENTS:**

- 1) 2020 Strategic Plan Update
- 2) 2021 Strategic Plan Preview

#### ACTION:

Moved by Director \_\_\_\_\_\_, Seconded by Director \_\_\_\_\_\_, Carried \_\_\_\_\_\_

# **ATTACHMENT 1**

2020 Strategic Plan Update

# A THREE-YEAR GOAL: IMPLEMENT THE PROJECT 2030 WATER MAIN REPLACEMENT PROGRAM TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM

			Objectives to	o be Completed in the 2	020 Year
#	START	END	WHAT	WHO	COMMENTS
1	Q1 2020	Q4 2020	Determine evaluation methods for replacement of transmission mains	<b>Missy Pieri (Lead);</b> Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	COMPLETE
2	Q2 2020	Q4 2020	Develop a pipeline inspection program for transmission mains and creek crossings, and complete creek crossing inspections.	<b>Missy Pieri (Lead);</b> Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler	Creek crossing inspections are <b>COMPLETE</b> . A Field Inspection Program that includes a pipeline inspection program is <b>COMPLETE</b> . It was prepared as part of the Project 2030 Study. Staff to further develop the plan in 2021.
3	Q1 2020	Q4 2020	Develop outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study.	<b>Missy Pieri;</b> Hilary Straus; Madeline Henry <b>(Lead)</b> ; Paul Dietrich; Susan Talwar; Tamar Dawson	Outreach and engagement plan development has begun. Presentation to the Board is expected in late Q1 2021.
4	Q1 2020	Q4 2020	Develop funding mechanism for the preferred alternative from the Project 2030 Water Main Replacement Study.	<b>Missy Pieri</b> ; Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry; Paul Dietrich; Susan Talwar <b>(Lead)</b> ;Tamar Dawson	Funding plan development has begun. Presentation to the Board is expected in late Q1 2021.

#### THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

			Objectives to	o be Completed in the 2	2020 Year
#	START	END	WHAT	<i>WHO</i>	COMMENTS
1	Q3 2019	Q2 2020	Complete Aquafer Storage Recovery (ASR) Study Feasibility Study	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Missy Pieri; Rebecca Scott; Steve Anderson; Susan Talwar	The Regional and CHWD specific studies were substantially completed in 2020. Discussions continue with potential surface water partners. This study is anticipated to be completed by late Q1 or early Q2 2021.
2	Q1 2020	Q4 2021	<ul> <li>Work with Wholesale Agency to update Supply Agreement, including: <ul> <li>Amend Water Shortage Agreement with San Juan Family of Agencies</li> <li>Update Water Supply Agreement Terms</li> </ul> </li> <li>Amend Mutual Aid Agreement with San Juan Family of Agencies</li> </ul>	<b>Hilary Straus (Lead)</b> Brian Hensley; Rebecca Scott; Steve Anderson; Susan Talwar	These items are ongoing.
3	Q2 2019	Q4 2020	Hinkle Reservoir Cover Replacement: 1. Develop operation plan Develop participation and cost agreement	<b>Brian Hensley (Lead);</b> Hilary Straus; Rebecca Scott; Susan Talwar; Steve Anderson	The Project has been delayed until 2021/2022. Testing and operations planning began in Dec 2020 Further testing to occur in early 2021, which project start to commence in Q4 2021.
4	Q2 2019	Q2 2020	Explore participation in the American River Basin Voluntary Settlement Agreement with San Juan Water District.	<b>Hilary Straus (Lead)</b> ; Rebecca Scott; Susan Talwar; Steve Anderson	Voluntary agreements on hold pending Federal and State issues to be resolved.

#### THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY CONT'D

	Objectives to be Completed in the 2020 Year								
#	START	END	WHAT	WHO	COMMENTS				
5	Q1 2018	Q1 2022	Participate with local Groundwater Sustainability Agency (GSA) to develop a Groundwater Sustainability Plan (GSP).	Brian Hensley (Lead); Hilary Straus; Steve Anderson	SGMA implementation must begin by January 2022. CHWD is monitoring SGA's progress to develop its GSP.				
6	Q1 2019	Q2 2020	Amend Intertie Agreement with Carmichael Water District	<b>Brian Hensley (Lead);</b> Hilary Straus; Rebecca Scott; Steve Anderson	<b>COMPLETE.</b> Additional intertie opportunities are being explored, along with ASR, to increase CHWD's ability to participate in surface water/ ground water transfers in future years.				

# **THREE-YEAR GOAL:MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER**<br/>IN AN EFFICIENT MANNER

			Objectives to	o be Completed in the 2	2020 Year
#	START	END	WHAT	WHO	COMMENTS
1	Q3 2019	Q2 2020	Complete WaterSmart Communications Plan and Branding	Hilary Straus; Madeline Henry (Lead); Rex Meurer; Susan Talwar	The implementation of the WaterSmart Communications Plan and Branding will continue in 2021.
2	Q1 2020	Q4 2020	Increase attendance by 10% at CHWD WaterSmart Classes	Hilary Straus; Madeline Henry; Rex Meurer (Lead)	Attendance increased by more than 10% from 2019 to 2020. Held 9 WaterSmart Virtual workshops in 2020. For 2021, expansion of virtual web-based content will continue, including online classes as live stream or on- demand.
3	Q2 2019	Q1 2020	Complete Design and Construction of Demonstration Garden and Educational Area at Stock Ranch Community Garden (SRCG)	<b>Hilary Straus;</b> Madeline Henry; Nick Spiers; Rebecca Scott; Rex Meurer (Lead)	COMPLETE
4	Q1 2020	Q4 2020	Increase sign-ups for Water Efficiency Reviews by 10%	Hilary Straus; Madeline Henry; Rex Meurer (Lead)	26 Water Efficiency Reviews have been completed year to date. With the COVID-19 restrictions, the District has been offering virtual water efficiency reviews. 31 water efficiency reviews were completed in 2020. For 2021, as COVID-19 restrictions lift, both the virtual and in- person water efficiency reviews will be offered to District customers. The District plans to increase review sign-ups by implementing WaterSmart-specific Communications initiatives called for in CHWD's Communications Plan.

# THREE-YEAR GOAL:COMPLETE THE METER REPLACEMENT PROGRAM STUDY TO BETTER UTILIZE TECHNOLOGY<br/>AND OBTAIN ACCURATE MEASUREMENTS TO PROMOTE EFFICIENT WATER USE

	Objectives to be Completed in the 2020 Year								
#	START	END	WHAT	WHO	COMMENTS				
1	Q3 2019	Q2 2020	Complete an assessment of current water meters	<b>Rebecca Scott;</b> Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Rex Meurer (Lead)	COMPLETE				
2	Q3 2019	Q1 2020	Evaluate meter technologies and platforms	<b>Rebecca Scott</b> (Lead); Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Missy Pieri; Rex Meurer	COMPLETE				
3	Q1 2020	Q1 2021	Develop a Funding Strategy for replacement program	<b>Rebecca Scott;</b> Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry; Missy Pieri; Rex Meurer; Susan Talwar (Lead)	A Funding Analysis was presented in Meter Study Technical Memo 4. Staff to further develop a Funding Strategy in 2021 and present to the Board.				
4	Q1 2020	Q3 2020	Prepare an implementation Strategy for Meter Replacements and Meter Testing	Rebecca Scott; Alberto Preciado; Brady Chambers; Dana Mellado; Hilary Straus; Kelly Drake; Missy Pieri; Rex Meurer (Lead)	An Implementation Plan will be presented in Technical Memo 5 of the Water Meter Replacement Study, which is expected to occur in early 2021.				
5	Q2 2019	Q1 2021	Prepare and implement a Public Engagement Strategy including Customer Advisory Committee participation	Rebecca Scott; Brittney Moore; Hilary Straus; Madeline Henry (Lead); Rex Meurer; Susan Talwar	The Customer Advisory Committee has held two meetings on the Water Meter Replacement Study. Staff is developing a public engagement strategy for this project, and have created a project webpage and updates in print media.				

#### THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES

	Objectives to be Completed in the 2020 Year								
#	START	END	WHAT	WHO	COMMENTS				
1	Q2 2019	Q2 2020	Complete Corporation Yard Pre-	Missy Pieri (Lead); Hilary	To begin once staffing report has been presented and				
			Architectural Study and Complete	Straus; Paul Dietrich; Rebecca	approved by the Board.				
			Pre-Design Report of Preferred	Scott; Susan Talwar; Tamar					
			Alternative	Dawson; Technical Advisory					
				Committee					
2	Q4 2020	Q3 2021	Hire a design consultant to	Missy Pieri (Lead); Hilary Straus;	To begin once staffing report has been presented and				
			initiate PS&E for the Corp	Paul Dietrich; Rebecca Scott;	approved by the Board. Staffing report anticipated to				
			Yard/Facilities Master Plan	Susan Talwar; Tamar Dawson;	be presented during early 2021.				
				Technical Advisory Committee					
3	Q2 2019	Q4 2020	Complete District-wide	Missy Pieri; Dana Mellado;	COMPLETE				
			Annexation Project	Hilary Straus; Madeline Henry;					
				Paul Dietrich; Rebecca Scott;					
				Tamar Dawson <b>(Lead)</b>					
4	Q1 2019	Q4 2020	Dispose of two surplus well sites	Brian Hensley (Lead); Alberto	COMPLETE				
				Preciado; Hilary Straus; Josh					
				Nelson; Rebecca Scott					

#### THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

	Objectives to be Completed in the 2020 Year							
#	START	END	WHAT	WHO	COMMENTS			
3	Q4 2019	Q4 2020	Implement Communications Strategic Plan including strategies for new e-newsletter, new media, and video.	Susan Talwar; Brittney Moore; Hilary Straus; Madeline Henry (Lead)	Staff have developed the communications plan and are implementing various strategies including media, video, social media, and a transition to a hybrid print and e- newsletter.			
2	Q3 2019	Q1 2020	Implement a Time and Entry System	<b>Susan Talwar</b> (Lead); Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry	COMPLETE			
3	Q1 2020	Q4 2020	Implement the enterprise-wide Document Management System, convert the first 17 document types, & implement 6 document workflows	Susan Talwar (Lead); PITA; Brady Chambers; Brian Hensley; Beth Shockley; Madeline Henry; Tamar Dawson; Tim Cutler	The first part of the implementation phase is underway with updates and reorganization of servers to house the software and documents.			
4	Q4 2019	Q4 2020	Complete Website redesign including update of host and CMS, redesign of sitemap, and update of content	Susan Talwar; Brittney Moore; Hilary Straus; Madeline Henry (Lead);	COMPLETE			
5	Q1 2020	Q4 2020	Complete consultant selection and initiate study for regional integration evaluation.	<b>Hilary Straus (Lead);</b> Rod Wood, Bob Churchill, Josh Nelson; Steve Anderson; Susan Talwar	Raftelis and Tully and Young consultant team was selected for the regional integration evaluation and the study is in process. The study is about 60% complete. A draft of working paper #2, benchmarking for evaluation, is being finalized. The final paper, #3, will apply the benchmarks from paper #2, along with other factors, to determine the feasibility of partnerships/collaboration between/among agencies.			

#### THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE CONT'D

	Objectives to be Completed in the 2020 Year								
#	START	END	WHAT	WHO	COMMENTS				
6	Q3 2019	Q4 2020	Develop 5-year IT Strategic Plan	Susan Talwar (Lead); PITA; Hilary Straus	This item has been moved to 2021 Strategic Plan.				
7	Q1 2019	Q4 2020	Implement a series of events and promotions for the District's Centennial Celebration	Susan Talwar; Madeline Henry (Lead); Brittney Moore; Hilary Straus	The Centennial events and promotions kicked off with a virtual event in October. This item will continue into 2021.				
8	Q2 2019	Q4 2021	Develop a Local Hazard Mitigation Plan	Rebecca Scott (Lead); Hilary Straus; Josh Nelson; Kelly Drake; Rex Meurer	CHWD is currently working with Sacramento County to develop a Local Hazard Mitigation Plan in partnership with their large-scale plan. The planning process started in late 2020 and is expected to take approximately one year.				
9	Q1 2020	Q4 2021	Review and Update 6000's and 7000's	Susan Talwar (Lead); Alberto Preciado; Dana Mellado; Hilary Straus; Josh Nelson	6000 (general financial policies) series policies have been reviewed and updated. The 7000 (accounts receivables) series policies have been moved to the 2021 strategic plan.				
10	Q1 2020	Q2 2020	Select Consultant for Audit Services	<b>Susan Talwar;</b> Alberto Preciado (Lead); Hilary Straus	The current audit contract has been extended for one year, to include the 2020 FY. An RFP will be distributed to retain a new auditing firm during Q1 of 2021.				
11	Q2 2020	Q4 2020	Implement an HRMS System	<b>Susan Talwar</b> ; Alberto Preciado; Brittney Moore (Lead); Hilary Straus; Madeline Henry	Staff have transitioned payroll into the ADP system. Training has been provided on how to implement/use the HRMS system. Necessary documents have been uploaded to the system. The complete roll-out of the system will continue in to 2021.				
12	Q2 2019	Q4 2021	Review and Create 8000's and 9000's	Missy Pieri (Lead); Paul Dietrich; Josh Nelson; Neil Tamagni; Tamar Dawson	This item was moved to the 2021 Strategic Plan.				

# **ATTACHMENT 2**

2021 Strategic Plan Preview

# A THREE-YEAR GOAL: IMPLEMENT THE PROJECT 2030 WATER MAIN REPLACEMENT PROGRAM TO ENSURE A RELIABLE WATER DISTRIBUTION SYSTEM

	(	Objectiv	ves to be Completed in t	he 2021 Year
#	START	END	WHAT	WHO
1	Q1	Q3	Develop outreach and engagement plan on the preferred alternative from the Project 2030 Water Main Replacement Study	<b>Missy Pieri;</b> Hilary Straus; Madeline Henry <b>(Lead)</b> ; Paul Dietrich; Susan Talwar; Tamar Dawson
2	Q1	Q3	Develop funding mechanism for the preferred alternative from the Project 2030 Water Main Replacement Study	Missy Pieri; Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry; Paul Dietrich; Susan Talwar (Lead); Tamar Dawson
3	Q2	Q4	Initiate development of condition assessment plans for the District's transmission and distribution mains	<b>Missy Pieri (Lead);</b> Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler
4	Q4	2022	Perform non-invasive condition assessment on selected District transmission mains	<b>Missy Pieri (Lead);</b> Brian Hensley; Hilary Straus; Neil Tamagni; Paul Dietrich; Tamar Dawson; Tim Cutler

#### THREE-YEAR GOAL: MANAGE AND DIVERSIFY A DEPENDABLE WATER SUPPLY

		Objecti	ves to be Completed in t	he 2021 Year
#	START	END	WHAT	<i>WHO</i>
1	Q1	Q4	<ul> <li>Hinkle Reservoir Cover</li> <li>Replacement: <ul> <li>Develop operation plan</li> <li>Develop participation and cost agreement</li> </ul> </li> </ul>	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Rebecca Scott; Susan Talwar; Steve Anderson
2	Q1	Q4	Amend Intertie Agreement with Fair Oaks Water District	<b>Brian Hensley (Lead);</b> Hilary Straus; Rebecca Scott; Steve Anderson
3	Q1	Q1	Acquire well sites 7 and 8	<b>Brian Hensley (Lead);</b> Hilary Straus; Rebecca Scott; Steve Anderson
4	Q1	Q2	Complete Aquifer Storage Recovery (ASR) Feasibility Study	<b>Brian Hensley (Lead)</b> ; Hilary Straus; Missy Pieri; Rebecca Scott; Steve Anderson; Susan Talwar

#### THREE-YEAR GOAL:

MANAGE WATER EFFICIENCY EFFECTIVELY AND EMPOWER CUSTOMERS TO USE WATER IN AN EFFICIENT MANNER

	<b>Objectives to be Completed in the 2021 Year</b>						
#	START	END	WHAT	WHO			
1	Q1	Q4	Increase CHWD Customer attendance by 20% at WaterSmart Classes	<b>Rebecca Scott;</b> Madeline Henry (Lead); Rex Meurer; Susan Talwar			
2	Q1	Q4	Expand the virtual content for WaterSmart Classes, including one pre-recorded and one live video at the community garden; and continue virtual WaterSmart Classes each season	<b>Rebecca Scott;</b> Madeline Henry (Lead); Rex Meurer; Susan Talwar			
3	Q1	Q4	Increase sign-ups for Water Efficiency Reviews by 10%	<b>Rebecca Scott;</b> Madeline Henry; Rex Meurer (Lead); Susan Talwar			
4	Q1	Q4	Increase rebate program participants by 10%	<b>Rebecca Scott;</b> Madeline Henry; Rex Meurer (Lead); Susan Talwar			
5	Q1	Q1	Develop a Garden Corps Volunteer Program to maintain the plots at the Community Garden	<b>Rebecca Scott (Lead);</b> Madeline Henry; Rex Meurer; Susan Talwar			

#### THREE-YEAR GOAL: MANAGE THE EFFICIENT IMPROVEMENT OF AND REINVESTMENT IN DISTRICT INFRASTRUCTURE AND FACILITIES

	Objectives to be Completed in the 2021 Year							
#	START	END	WHAT	WHO				
1	Q1	Q2	Complete the Meter Replacement Study & Final Report	Rebecca Scott (Lead); Brady Chambers;; Hilary Straus; Kelly Drake; Rex Meurer				
2	Q1	Q4	Prepare an implementation and funding Strategy for Meter Replacements and Meter Testing	Rebecca Scott; Alberto Preciado; Brittney Moore; Hilary Straus; Madeline Henry; Missy Pieri; Rebecca Scott; Rex Meurer; Susan Talwar (Lead)				
3	Q1	Q4	Prepare and implement a Public Engagement Strategy including Customer Advisory Committee participation for Meter Replacements and Meter Testing	<b>Rebecca Scott</b> ; Brittney Moore; Hilary Straus; Madeline Henry <b>(Lead)</b> ; Rex Meurer; Susan Talwar				
4	Q1	Q4	Work with the Regional Water Authority to transition ongoing program leadership	Hilary Straus (Lead); Rebecca Scott; Rex Meurer				
5	Q2	Q4	Complete Corporation Yard Pre- Architectural Study	Missy Pieri (Lead); Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar; Tamar Dawson;				
6	Q1	Q3	Complete Request for Proposal and hire a consultant for the District-wide Easement Project	<b>Missy Pieri (Lead)</b> ; Hilary Straus; Paul Dietrich; Susan Talwar; Tamar Dawson;				

#### THREE-YEAR GOAL: PROMOTE ORGANIZATIONAL EFFECTIVENESS TO ENHANCE CUSTOMER SERVICE

	Objectives to be Completed in the 2021 Year							
#	START	END	WHAT	WHO				
1	Q1	Q4	Implement the enterprise-wide Document Management System, convert the first 17 document types, & implement 6 document workflows	Susan Talwar; Brady Chambers; Brian Hensley; Beth Shockley; Dave Rucker (Lead); Madeline Henry; Tamar Dawson; Tim Cutler				
2	Q1	Q4	Continued participation in study for regional integration evaluation	Hilary Straus (Lead); Josh Nelson; Steve Anderson; Susan Talwar				
3	Q1	Q3	Implement a series of events and promotions for the District's Centennial Celebration	<b>Susan Talwar;</b> Madeline Henry (Lead); Brittney Moore; Hilary Straus				
4	Q1	Q3	Complete Update of 7000's (Accounts Receivable) Policies	<b>Susan Talwar (Lead);</b> Alberto Preciado; Dana Mellado; Hilary Straus; Josh Nelson				
5	Q1	Q4	Select Consultant and begin the creation of engineering design standards/procedures for development projects – Create and/or revise District Policies (8000's – Water Service and 9000's – Water Distribution Facilities)	<b>Missy Pieri (Lead);</b> Hilary Straus; Paul Dietrich; Rebecca Scott; Susan Talwar				
6	Q1	Q2	Select Consultant for Audit Services	<b>Susan Talwar;</b> Alberto Preciado (Lead); Hilary Straus				
7	Q1	Q2	Develop 5-year IT Strategic Plan	<b>Susan Talwar;</b> Dave Rucker (Lead); Hilary Straus				

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 REGULAR MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO AMEND POLICY 4309: NEW PARENT LEAVE
STATUS REPORT DATE	<ul><li>Discussion and Action Item</li><li>January 13, 2021</li></ul>
PREPARED BY	: Brittney Moore, Management Analyst
	Madeline Henry: Administrative Services Manager Susan K. Talwar, Director of Finance and Administrative Services

# **OBJECTIVE**:

Consider amendments to Human Resources Policy 4309: New Parent Leave.

# **BACKGROUND AND ANALYSIS:**

On August 21, 2019, Citrus Heights Water District's (CHWD) Board of Directors approved human resources policy updates as part of a larger Board-directed initiative to review and update the District's entire policy manual.

The updates included new leave and accommodations requirements, including the addition of Pregnancy Disability Leave (PDL) and parental leave requirements for small employers in California.

On September 17, 2020 Governor Gavin Newsom signed Senate Bill 1383 Unlawful employment practice: California Family Rights Acts (SB1383). Effective January 1, 2021, SB1383 repealed the New Parent Leave Act which had set previous parental leave requirements, and expanded the obligation to provide leave for employees working for an employer with at least five employees.

SB1383 requires employers with five or more employees to provide up to 12 weeks of unpaid job-protected leave during any 12-month period for the following reasons: bonding with a new child, or to care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or themselves under qualifying circumstances.

Staff recommends amending and retitling Policy 4309 to adhere to the new guidelines set forth in SB1383.

# **RECOMMENDATION:**

Approve updates to Human Resources Policy 4309.

# **ATTACHMENT:**

Red-lined Version of Human Resources Policy 4309 with new edits.

Moved by Director	, Seconded by Director	, Carried
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# ATTACHMENT

Red-lined Version of Human Resources Policy 4309 with New Edits

## 4309.00 NEW PARENT LEAVECALIFORNIA FAMILY RIGHTS ACT

Eligible District employees may, upon request, take up to 12 weeks of unpaid <u>new parent</u> leave under <u>the</u> California's <u>Family Rights</u> <u>New Parent</u> Leave Act. The leave may be used to bond with a new child within one year of the child's birth, adoption, or foster care placement, under the circumstances set forth below (parental leave) or to care for themselves, a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner in order to address a serious health condition of the employee or family member (family care and medical leave)</u>. Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement. Employees should direct any questions to the General Manager or Human Resources staff.

To be eligible for-<u>California Family Rights Act (CFRA) leave</u>New Parent Leave, employees must:

(1) have more than 12 months of service with the District during the 12-month period prior to the date on which the leave is to commence;

(2) have at least 1,250 hours of service with the District during the previous 12month period; and

(3) work at a worksite in which the District employs at least 20 employees within 75 miles.

The maximum amount of leave an employee may use under this policy is 12 weeks within a 12month period, whether for parental leave or family care and medical leave. The District will require certification by the health care provider of the individual requiring care be first provided, specifying the date on which the serious health condition commenced, the probable duration of the condition, and estimate of the amount of time needed for the employee to provide the family care and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the individual requiring the care.

In the case where both parents are employed by the District and are otherwise eligible for <u>parental</u> leave, the combined total leave amount for both employees may not exceed 12 weeks. Further, parental leave will be provided in addition to any entitlement of pregnancy disability leave (PDL) due to an employee's own pregnancy-related disability.

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations. Intermittent leave is permitted in the same intervals as provided in the District's sick leave policy.

Leave under the <u>California Family Rights Act New Parent Leave Act</u> is unpaid, although employees are entitled to utilize accrued annual leave, CTO, management leave, paid sick time as a source of wage replacement during such leave.

During <u>CFRANew Parent</u> Leaves, the District will continue to pay for employees' participation (if applicable) in the District's group health plan for the duration of the leave, commencing on the date that the parental leave <u>or family care and medical leave</u> began, at the level and under the conditions that would have been provided if the employee had continued to work in his or

her position for the duration of the leave. Thus, the employee must continue to pay his or her share of any group health plan premiums during the leave. If an employee has other voluntary benefit plans and/or dependent medical insurance coverage, he/she also will be required to pay the regular contributions for those benefits while on leave.

The District may recover the premiums that it paid for maintaining coverage for the employee under any group health plans, if (1) the employee fails to return from leave after the expiration of the period of leave to which the employee is entitled, and (2) such failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Employees must notify the District of their request for <u>CFRANew Parent</u> Leave as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice to the District of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the District as soon as is practicable and generally must comply with the District's normal call-in or notice procedures. All requests for <u>CFRANew Parent</u> Leave should include enough information to make the District aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for such leave. Once the District is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the <u>California Family Rights ActNew Parent Leave Act\_for either parental leave or family care and medical leave</u>. The District may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take <u>CFRANew Parent</u> Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If the District employs both parents who are entitled to <u>CFRA parental leave</u>New Parent Leave, the District is not required to grant leave in an amount beyond that available to one eligible parent.

The District will not discriminate in any way against, an individual because he or she exercised <u>CFRANew Parent</u> Leave rights or gave information or testimony as to the employee's or another person's <u>CFRANew Parent</u> Leave, and it will not interfere or limit in any way the exercise or attempted exercise of any such rights.

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 REGULAR MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO CONSIDER REQUEST FROM WYATT RANCH PROJECT DEVELOPER TO DEFER PORTIONS OF THE 2021 PROJECT CHARGES & FEES FOR THE WYATT RANCH PROJECT
	<ul> <li>Action Item</li> <li>January 11, 2021</li> <li>Missy Pieri, Director of Engineering/District Engineer Joshua Nelson, Assistant General Counsel</li> </ul>

### **OBJECTIVE:**

Consider Project developer's request to defer portions of the 2021 Project Charges and Fees for the Wyatt Ranch Project.

# BACKGROUND AND ANALYSIS:

CEC Homes, Inc. (Owner) is developing a 23 lot subdivision on Lawrence Avenue, called "Wyatt Ranch". The property is located west of Sunrise Boulevard, north of Sayonara Drive, south of Highland Avenue, and east of Mariposa Avenue. On December 18, 2020, the Owner requested Citrus Heights Water District (CHWD) consider deferring the Wyatt Ranch Capacity Fees, Meter Set Fees and San Juan Water District (SJWD) Fees until such time water service is requested.

Per current District Policy No. 7500.04 (Capacity Charges – Payment of Capacity Charges), Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities, so this request would deviate from current District Policy.

The total 2021 Project Charges & Fees and payment due dates for the Wyatt Ranch Project are summarized in Table 1 below.

<b>Fee Type</b>	When Due?	Amount
CHWD Plan Check	Prior to Plan Approval	\$1,529.60
Charges*		<b>*• 212 00</b>
Reimbursement Fees**	Prior to Construction	\$8,312.00
CHWD Inspection Fees	Prior to Construction	\$13,135.00
CHWD Capacity Fees	Prior to Construction	\$152,376.00
CHWD Meter Set	Prior to Construction	\$15,144.00
Charges		
San Juan Water District	Prior to Construction	\$25,893.00
Wholesale Fees		
Total		\$216,389.60

# Table 1Wyatt Ranch2021 Project Charges and Fees

\*Plan Check Charges were paid in 2016

\*\*Reimbursement Fees to pay for work performed by CHWD

Two options are provided for Board consideration concerning the applicability of the 2021 Project Charges & Fees to the Wyatt Ranch Project.

# Option 1: Apply Existing District Policy

Per current District Policy No. 7500.04, Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities. This is the "status quo" option, which is summarized in Table 2 below.

<b>Fee Type</b>	When Due?	Amount Due Prior to Construction	Amount Due Prior to Accept. of Fac. & Time of Water Serv.
CHWD Plan Check Charges*	Paid	\$1,529.60	\$0
CHWD Reimbursement Fees	Prior to Construction	\$8,312.00	\$0
CHWD Inspection Fees	Prior to Construction	\$13,135.00	\$0
CHWD Capacity Fees	Prior to Construction	\$152,376.00	\$0
CHWD Meter Set Charges	Prior to Construction	\$15,144.00	\$0
SJWD Wholesale Fees	Prior to Construction	\$25,893.00	\$0
Total		\$216,389.60	\$0

Table 2Option 1—Project Charges and Fees "Status Quo"

\*Paid in 2016

Option 2: Defer a Portion of the 2021 Project Charges and Fees

The deferment plan for Option 2 is summarized in Table 3 below.

<b>Option 2—Project Charges and Fees Deferment Plan</b>			
<b>Fee Туре</b>	When Due?	Amount Due Prior to Construction	Amount Due Prior to Accept. of Fac. & Time of Water Serv.
CHWD Plan Check Charges*	Paid	\$1,529.60	\$0
CHWD Reimbursement Fees	Prior to Construction	\$8,312.00	\$0
CHWD Inspection Fees	Prior to Construction	\$13,135.00	\$0
CHWD Capacity Fees	Time of Water Service	\$0	\$152,376.00
CHWD Meter Set Charges	Time of Water Service	\$0	\$15,144.00
SJWD Wholesale Fees	Time of Water Service	\$0	\$25,893.00
Total *Poid in 2016		\$22,976.60	\$193,413.00

Table 3Option 2—Project Charges and Fees Deferment Plan

\*Paid in 2016

Please note SJWD requires payment of Wholesale Fees at the time of water service, so the above approach is consistent with SJWD's current practice.

Option 2 would result in a loss of the Present Value impact of the fees owed to CHWD, and represents a deviation from current Policy No. 7500 Section 4 when compared with Option 1. Please note that a separate item on this agenda recommends changing this policy going forward so that staff would have the option of using Options 1 or 2 as appropriate.

\*\*\*\*\*

Given the extraordinary economic downturn caused by the COVID-19 Pandemic and resulting impacts to the Citrus Heights community/CHWD service area, staff recommends that the Board consider Option 2 for the deferment of portions of the 2021 Project Charges and Fees for the Wyatt Ranch Project as described above. If approved by the Board, the accommodation would be documented in a deferral agreement between the parties.

# **<u>RECOMMENDATION</u>**:

1. Approve deferment of the 2021 Project Charges and Fees using Option 2 as described above in this staff report.

# ATTACHMENT:

None

# ACTION:

Moved by Director \_\_\_\_\_\_, Seconded by Director \_\_\_\_\_\_, Carried \_\_\_\_\_\_

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS **JANUARY 20, 2021 REGULAR MEETING**

SUBJECT	: CAPACITY CHARGE POLICY UPDATE
STATUS	: Action Item
<b>REPORT DATE</b>	: January 14, 2021
PREPARED BY	: Missy Pieri, Director of Engineering/District Engineer
	Josh Nelson, Assistant General Counsel

#### **OBJECTIVE:**

Consider amending District Policy No. 7500, Capacity Charges, to permit the General Manager to allow the deferral of the payment of capacity charges upon execution of a deferral agreement.

#### **BACKGROUND AND ANALYSIS:**

District Policy No. 7500, Capacity Charges, requires the payment of capacity charges "prior to construction and inspection of water distribution facilities." This helps protect the District by ensuring that these charges are paid in full before construction begins. However, the District has recently received requests from developers to phase or delay the payment of capacity charges so that charges are paid concurrently with the installation of water meters to serve the development. One such request is on the agenda tonight.

While these requests can be handled on a case by case basis, staff recommends that the Board consider amending Policy No. 7500 to allow the General Manager to approve these requests upon execution of a deferral agreement. The deferral agreement would generally require the payment of capacity charges prior to installation of the applicable meter. These charges would be calculated based on the rate then in effect, resulting in higher fee amounts if charges have increased in the interim. This approach presents little risk to the District as parcels cannot receive actual water service until the meter is installed. The ability to defer capacity charges has become a routine request from developers for larger projects and may be more appropriately determined administratively at the staff level.

Staff is not recommending that Policy No. 7500 be amended to always change the time that capacity charges are paid. This deferral issue has generally only arisen with larger development projects where there may be a significant lead time from starting construction to completion. For smaller developments, the current practice has worked and should continue to do so.

Enclosed is a draft amendment to Policy No. 7500 with this change. The draft amendment also deletes a cross-reference to financial policies that is no longer applicable.

#### **RECOMMENDATION:**

Consider amending District Operations Policy No. 7500, Capacity Charges, to permit the General Manager to allow the deferral of the payment of capacity charges upon execution of a deferral agreement.

#### **ATTACHMENT:**

Policy 7500: Capacity Charges

#### ACTION:

Moved by Director , Seconded by Director , Carried

# CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	:	ACCOUNTS RECEIVABLE
POLICY TITLE	:	CAPACITY CHARGES
POLICY NUMBER	:	7500
DATE ADOPTED	:	JANUARY 2, 1996
DATE AMENDED	:	JANUARY 20, 2021
AMENDMENTS	:	(1) SEPTEMBER 15, 1998; (2) NOVEMBER 8, 2011; (3) DECEMBER 10, 2013

# 7500.00 <u>CAPACITY CHARGES</u>

Assessment and collection of Capacity Charges are approved as an equitable method for assessing new connections, reconnections or enlarged connections an appropriate share of capacity in existing District facilities and assets. This method of assessing capacity charges is typically referred to as the "System Buy-In Methodology".

### 7500.01 <u>Method of Determination</u>

The District shall identify and quantify the replacement cost less depreciation value of the District's assets including transmission and distribution pipelines and infrastructure, groundwater production or injection wells, buildings and improvements, machinery and equipment, real property, easements and rights-of-way, and capacity entitlements in the San Juan Water District Cooperative Transmission Pipeline.

The District will evaluate the total number of metered water service connections to the water system and, utilizing the capacity indices provided below; determine the total number of current equivalent one-inch connections.

The value of an equivalent one-inch connection to the water system is determined as the "replacement cost less depreciation value of the District's assets" divided by the "number of current equivalent one-inch connections".

The values for differing sizes of metered water service connections is determined as the "value of an equivalent one-inch connection" multiplied by the "capacity index" based on meter size as provided in Section 7500.02.

#### 7500.02 <u>Method of Assessment</u>

Assessments, unless otherwise specified, shall be based upon water meter size with capacity indices determined by the scaled American Water Works Association (AWWA) Hydraulic Capacity Factors per AWWA Manual M6 (Fifth Edition: 2012), Table 5-3 as follows:

Meter Size	Capacity Index
0.625"	0.375
0.75"	0.625
1.00"	1.000
1.25"*	1.125
1.50"	1.250
2.00"	2.500
3.00"	4.000
4.00"	8.000
6.00"	31.250
8.00"	60.000
10.00"	95.000
12.00"	125.000

0.625" through 2.00" indices are based upon displacement type meters. 3.00" and 4.00" indices are based upon compound type meters. 6.00" through 12.00" indices are based upon turbine type meters.

\*In the event of the need for a one-and-one-quarter-inch (1.25") service with a one-inch meter, the 1.25" capacity index will apply. AWWA Manual M6 does not provide a capacity index for 1.25". For District purposes, the capacity index for a 1.25" service is the midpoint between the 1.00" and 1.50" indices.

Capacity Charges shall not be assessed for connections associated with fire protection facilities.

## 7500.03 Adoption of and Amendments to Capacity Charge Schedule

A Capacity Charge Schedule and revisions or amendments thereto shall be adopted by Resolution of the Board of Directors after conducting a duly noticed public hearing to receive comments on the Schedule.

The Capacity Charge Schedule shall typically be reviewed in conjunction with evaluation, establishment and adoption of other District water rates, charges and fees.

#### 7500.04 <u>Payment of Capacity Charges</u>

Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities <u>unless the General Manager agrees to defer payment of Capacity Charges upon the negotiation and execution of a Capacity Charge deferral agreement</u>. Such agreement shall require the payment of Capacity Charges for each parcel at or prior to the installation of the service meter, calculate such Capacity Charges at the rate then in effect when paid, and include other terms and conditions as deemed reasonable or appropriate by the General Manager in consultation with the General Counsel.

# 7500.05 <u>Refund of Capacity Charges</u>

<u>Unless otherwise specified in a deferral agreement authorized under Section 7500.04</u>, Capacity Charges collected by the District for which no water distribution system construction has taken place for a period of twelve (12) months from the date of payment shall be refunded without interest to the payee upon their written request. Refund of Capacity Charges which were paid by a credit card or other means for which the District is subject to processing fees shall have the refund amount reduced by the amount of said fees. The current Capacity Charge Schedule will then apply for future assessments.

# 7500.06 <u>Credit for Existing Service(s)</u>

<u>Unless otherwise specified in a deferral agreement authorized under Section 7500.04, Rr</u>edevelopment of properties for which service has previously been provided will be given credit for the capacity index of the existing service or services to the property even if proposed for abandonment as part of the development. Credits shall not exceed capacity index of the new service or services to be provided.

### 7500.07 <u>Capacity Charge Fee Depository and Management</u>

Fiscal management of Capacity Charges shall be in accordance with the District's Connection Fund Policy 6250.

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO APPROVE EMPLOYEE ASSISTANCE PROGRAM TO EMPLOYEE BENEFITS PROGRAM
STATUS REPORT DATE PREPARED BY	<ul> <li>Action Item</li> <li>January 10, 2021</li> <li>Madeline Henry, Administrative Services Manager Susan Talwar, Director of Finance and Administrative Services</li> </ul>

# **OBJECTIVE**:

Consider approval of an agreement with Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) to participate in an Employee Assistance Program (EAP) through Anthem as an added benefit to the District's Employee Benefits Programs.

# **BACKGROUND AND ANALYSIS:**

The Citrus Heights Water District (CHWD) has committed to provide employee compensation and benefits that are competitive, affordable and retain and attract high quality professionals to provide services to our customers. To that end, CHWD currently provides a benefits package that includes; health, dental, vision, life, disability and EAP. Staff reviews benefits annually prior to open enrollment to compare benefits, keeping the District competitive in the region.

# Purpose of Proposed Change

To maintain our status as an employer of choice, staff explored options to expand and update benefits that will appeal in a competitive marketplace for a quality credentialed workforce. The COVID-19 pandemic highlighted the need for additional resources. After evaluating EAP services, staff recommends ACWA JPIA's EAP.

# Proposed Changes to Benefits

As a result of the annual review of benefits staff recommends adding ACWA JPIA's EAP services. The proposed EAP program expands on existing benefits offered to District employees (included at no additional cost to CHWD with the District's package of Principal-brokered benefits). Key program benefits include: counseling sessions with up to 6 visits per issue, financial consultation, dependent care and daily living resources, and other services to assist and support well-being. The District's Board of Directors also qualify for this program.

Comparison of Services				
Service	Magellan (Existing)	Anthem (New)		
Counseling Sessions	3 at no cost	6 at no cost		
Legal consultation				
<b>Financial Consultation</b>				
Identity Theft Recovery				
Dependent Care				
Crisis Consultation				
<b>Smoking Cessation</b>				
Other	Referrals for Home improvement and	Well-being articles, podcasts, and webinars,		
	consumer information, self-guided, interactive	self-assessment tools, personal development		
	programs for well-being support	action plans		

An added benefit of this program is the District would now qualify for full participation in the governance of CHWD's insurance risk pool, ACWA JPIA. That includes eligibility for a representative of CHWD to serve on ACWA JPIA's Executive Committee. Former CHWD Board Member Joe Dion was a long-time member of the ACWA JPIA Executive Committee, including having served as the President of the state-wide risk pool.

To be eligible for the Executive Committee, the District must participate in all JPIA programs (Property, Liability, Worker's Compensation and Employee Benefits). Presently, CHWD does not carry any Employee Benefits from ACWA JPIA. To be considered a participant in the risk pool's Employee Benefits program means that the District must obtain at least one line of coverage from the Employee Benefits (Medical, Dental, Vision, Life, Disability or EAP). Obtaining EAP coverage will now make CHWD eligible for full governance participation.

# Fiscal Impact

Staff projects that implementation of the EAP will provide employees with greater resources at a minimal additional cost of \$1,060 annually. Note—Although this annual expenditure is well-within the General Manager's expenditure authority, consistent with past practice concerning CHWD entering into contracts for employee benefits, and as this is an open-ended/on-going program expense, after consulting with the General Counsel's office, it was determined that as a best practice, that this item be agenized for Board consideration/possible action.

# **RECOMMENDATION:**

Authorize the General Manager to execute agreement needed to implement the Employee Benefits Program with ACWA JPIA.

# **ATTACHMENTS**:

- 1) Employee Assistance Program Service Summary
- 2) Employee Assistance Program Application and Participation Agreement

# ACTION:

Moved by Director , Seconded by Director , Carried

# **ATTACHMENT 1**

Employee Assistance Program Service Summary

# Employee Assistance Program Service Summary

Association of California Water Agencies Joint Powers Insurance Authority Effective Date: 1/1/2021



# Anthem.

# Available 24/7, 365 days a year Everything you share is confidential.\*

When you need help meeting life's challenges, the Anthem Blue Cross Employee Assistance Program (EAP) is here for you and your household members. Check out some of the services we offer — at no cost to you:



#### Counseling

- Up to 6 visits per issue
- Face-to-face counseling or online visits via LiveHealth Online
- Can call EAP or use the online Member Center to initiate services

# Legal consultation

- 30-minute phone or in-person meeting
- Discounted fees to retain a lawyer
- Online resources, including free legal forms, seminars and a library of articles

#### Financial consultation

- Phone meeting with financial professionals
- Consultation available during regular business hours no time limits or appointments needed
- Online resources, including articles, calculators and budgeting tools



#### ID recovery

- Identity theft risk level checked by specialists
- Help with reporting to consumer credit agencies
- Assistance filling out paperwork and negotiating with creditors



#### myStrength

- Online "health club for your mind"
- E-learning modules and mood trackers
- Library of videos, articles and inspirational quotes
- Supports development of personal action plans



#### Dependent care and daily living resources

- Information available on child care, adoption, summer camps, college placement, elder care and assisted living through the EAP website
- Phone consultation with a work-life specialist
- For help with everyday needs, like pet sitting, relocation resources and more



#### Other anthemEAP.com resources

- Well-being articles, podcasts and monthly webinars
- Self-assessment tools for depression, anxiety, relationships, alcohol use, eating habits and more



#### Crisis consultation

- Toll-free number for emergencies
- Round-the-clock help available

Need help? Give EAP a try today. Call us at 800-999-7222. Or go to AnthemEAP.com and enter your company code:

\* In accordance with federal and state law, and professional ethical standards. This document is for general informational purposes. Check with your employer for specific information about benefits, limitations and exclusions.

Language Access Services - (TTY/TDD: 711)

Spanish - Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Lame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. Chinese - 您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。

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# **ATTACHMENT 2**

Employee Assistance Program Application and Participation Agreement



# **Employee Assistance Program Application and Participation** Agreement

The EAP plan is offered by ACWA JPIA, who will handle billing and enrollment. Benefits are through Anthem EAP. Please complete the following information.

Employer Information	
Agency Name:	
Billing Address:	
Physical Address (if different than Billing Address):	
County:	
Contact:	
Name/Title:	
Phone Number:	
Email Address:	
Desired Effective Date: (30 days lead time for January 1. Must be the first day of a month.)	is required; longer if
Agency Profile	
Total number of employees?	
Total number of eligible employees?	
All eligible employees (and their eligible dependents) in each of the follow enrolled in the plan:	ing classes will be
Full time employees	

- Part time employees scheduled to work \_\_\_\_\_ hours per week (ACWA JPIA minimum is 20/week)
- □ Board Members/Directors (if covered, must be treated the same as active employees for the purpose of benefits)



1st of the month following date of hire		
1st of the month following 30 days from hire		
1st of the month following 60 days from hire		
Other:		
Dependent children are covered up to the age of:		
26 (same as medical)		
$\Box$ 19, 25 if full-time student or tax dependent		
□ Other:		
Retirement Information		
Do you offer retiree EAP benefits? □ Yes □ No		
Indicate the employer contribution for:		
Retiree EAP% (minimum of 50%)		
Retiree Dependents EAP <u>%</u>		
How long do you provide retiree EAP benefits?		
□ Lifetime □ Medicare Entitlement orYears		
Do you provide Surviving Spouse benefits for spouses enrolled at the time of retiree death?		
If yes, how long?		
Are surviving children of retirees who were enrolled covered?		
□ Yes □ No		

Indicate which waiting period your district will utilize for new hire EAP enrollment:

# Note: The above should all be outlined in your district's written policies.

The undersigned Member hereby applies for EAP coverage through ACWA JPIA. It is understood that:

- A. The employer group must be an active member of ACWA and ACWA JPIA.
- B. Minimum participation agreement is 12 consecutive months.
- C. All employees that are eligible for enrollment must enroll. Eligibility of participants is limited to residents of the United States.



- D. All future employees will be covered when they become eligible. The Employer pays 100% of the cost of coverage.
- E. Coverage will terminate for an employee on the last day of the month in which his employment terminates. Coverage is eligible for continuation through COBRA.
- F. Coverage will terminate for a dependent on the last day of the month in which their eligibility status terminates. Coverage is eligible for continuation through COBRA.
- G. Premiums are paid prior to the month of coverage in accordance with the invoice generated by ACWA JPIA.
- H. Termination of the group's coverage requires a 60 day advance notice to ACWA JPIA.
- I. This agreement will be in force per the terms of the contract.

Signature of General Manager

Date

Name (please print)

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 REGULAR MEETING

SUBJECT	: FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR GENRAL MANAGER
STATUS	: Action Item
REPORT DATE	: January 13, 2021
PREPARED BY	: Charley Howard, CHWD Labor Negotiator
	Terri Highsmith, Special Counsel

# **OBJECTIVE**:

Consider approving an Amendment to General Manager, Hilary Straus' Employment Agreement which does not increase employee compensation or District costs.

### **BACKGROUND AND ANALYSIS:**

Hilary Straus was appointed to the position of General Manager and entered into an at-will employment agreement with the District on November 18, 2016. In close proximity to Mr. Straus' annual performance evaluation, the parties began to negotiate modifications to his at-will employment agreement. This resulting proposed amendment will be the first amendment to the initial 2016 at-will employment agreement.

Regarding Mr. Straus' most recent evaluation, it is noteworthy that he earned an overall performance rating of *Commendable Plus*.

In recognition of the wide-spread economic impact the COVID-19 pandemic has had on people throughout the country, Mr. Straus lead the negotiations by offering to freeze his salary and benefits for the calendar year 2021. Additionally, Mr. Straus requested that a six-month notice provision be added to the "no cause" termination paragraph in his agreement in order to provide reasonable time to search for and obtain new employment without losing his "classic" status under the California Public Employees' Retirement System (CalPERS) in the event that he is released from District services. As an at-will employee, Mr. Straus can be separated from the District at any time without cause.

There are five areas of the at-will employment agreement which were negotiated, summarized as follows:

- Mr. Straus' existing salary is "frozen" for the entire calendar year 2021. This amendment appears at Paragraph 4(a); additionally, paragraph 4(a) is clarified by removing a provision that is inconsistent with the Board's authority to adjust the General Manager's compensation at its sole discretion.
- Mr. Straus requests the ability to accept an appointment to a part-time teaching assignment or membership on a professional board, which does not conflict with his duties for the District, the District's regular business hours or any District Board meeting. With this amendment, the Board would be giving advice approval to such an appointment. This amendment appears at Paragraph 3(f).
- Mr. Straus requests that the District Board of Directors provide him with six-month's notice prior to his termination date for a "no cause" separation. The purpose of this request is to avoid the six-month separation gap between jobs which will cause a CalPERS member to lose their "classic" status. While this is not a cost increase to his contract, it may act to save the District the cost of paying his existing severance if he is able to find new equivalent full-time executive level

employment within the six-month notice period. This provision appears at Paragraph 5(a).

- For the decision to separate Mr. Straus from the District for no-cause, a three-vote requirement is proposed as a measure to enhance operational stability. This provision appears at Paragraph 5(a).
- The "for cause" termination paragraph is expanded and clarified, in order to avoid ambiguity and provide greater certainty in the terms which would justify a "for cause" termination. This proposed amendment increases the Board discretion for a "for cause" termination and appears at Paragraph 5(b).

All other provisions of the 2016 at-will employment agreement remain the same. The terms of the agreement have also been reviewed by your General Counsel's office and can be approved as to form and content.

# **<u>RECOMMENDATION</u>**:

Approve the terms and conditions as presented, and to which Mr. Straus has reviewed and agreed. Should the Board approve the Amendment to Employment Agreement on January 20, 2021, it will be become effective immediately.

# **ATTACHMENTS:**

- 1) 2016 At-will Employment Agreement with Hilary Straus
- 2) Redline Excerpts of Proposed Amendments to 2016 At-will Employment Agreement with Hilary Straus
- 3) Actual Proposed Amendments to 2016 At-will Employment Agreement with Hilary Straus

# ACTION:

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

# **ATTACHMENT 1**

2016 At-will Employment Agreement with Hilary Straus

# EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Employment Agreement effective November 17, 2016 at 5:31 PM PST, pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and Hilary Melvin George Straus, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits and terms and conditions of employment for General Manager. The Citrus Heights Board of Directors has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as a General Manager, EMPLOYEE is exempt from the Fair Labor Standards Act (FLSA). EMPLOYEE further agrees that EMPLOYEE is an at-will employee, serves at the pleasure of the Board of Directors, and EMPLOYEE can be terminated from employment with the DISTRICT with or without notice or cause, and with no rights of appeal. This Employment Agreement supersedes any and all written and verbal employment terms and conditions between the DISTRICT and EMPLOYEE commencing upon the effective date of EMPLOYEE's appointment to the position of General Manager.

#### RECITALS

**WHEREAS**, the DISTRICT desires to retain the service of EMPLOYEE as General Manager of the DISTRICT, and EMPLOYEE consents to provide said services, subject to the terms and conditions of this Employment Agreement; and

**WHEREAS**, it is the desire of the DISTRICT to establish terms and conditions of employment, establish compensation and to provide certain benefits, to provide a procedure to set goals and objectives to be met, measurements thereof, to provide for a review and evaluation of performance, to provide for termination, if necessary, and to provide for other subjects related to the status of EMPLOYEE within this Employment Agreement; and

**WHEREAS,** the DISTRICT has determined the duties and responsibilities for this position as outlined in Exhibit A, which may be amended by the DISTRICT's Board of Directors from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, the DISTRICT has determined the salary and benefits for this position as outlined in Exhibit B, which may be amended from time to time, attached hereto and incorporated herein by reference; and

**WHEREAS**, it is the desire of the parties to secure peace of mind with respect to future security in the event of termination and severance of employment, as outlined in Exhibit C attached hereto and incorporated herein by reference; and

**WHEREAS**, EMPLOYEE desires to accept employment with the DISTRICT in the position specified above.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. TERM.** The term of this Employment Agreement shall commence on Thursday, November 17, 2016 at 5:31 PM PST, and after being executed by EMPLOYEE and approved and executed by the Board of Directors. The term of employment is unspecified. This Employment Agreement shall remain in effect until such time as the employment is concluded by either party in accordance with the provisions of Section 5 of this Employment Agreement.

2. AT-WILL EMPLOYMENT. EMPLOYEE acknowledges that he is an at-will EMPLOYEE who shall serve at the pleasure of the Board of Directors at all times during the period of his/her service under this Employment Agreement. The terms and provisions of the DISTRICT's personnel policies, procedures, ordinances and resolutions applicable to at-will EMPLOYEEs shall also apply to EMPLOYEE. Nothing in this Employment Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the Board of Directors to terminate his/her employment, except as is expressly provided in Section 5 of this Employment Agreement. Nothing contained in this Employment Agreement shall in any way prevent, limit or otherwise interfere with the right of the DISTRICT and its Board of Directors to terminate the services of EMPLOYEE as provided herein. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with the DISTRICT, subject only to the provisions set forth in Section 5 herein. This at-will Employment Agreement shall be expressly subject to the rights and obligations of the DISTRICT and EMPLOYEE, as set forth in herein.

# 3. DUTIES AND RESPONSIBILITES.

(a) Appointment-Interim and Regular General Manager. Upon execution of this Employment Agreement, EMPLOYEE will carry the title "Interim General Manager" for a period of six months, ending May 16, 2017. The Board of Directors may opt to hold a six month performance evaluation of EMPLOYEE and assuming that the Board is satisfied with EMPLOYEE's performance, (i.e., EMPLOYEE is continuing employment with the DISTRICT in good standing), the title "Interim" in "Interim General Manager" will be removed from EMPLOYEE's title. Alternatively, the Board of Directors may opt not to hold a performance evaluation on May 16, 2017, and should that be the case, the "Interim" title will be removed from EMPLOYEE's title at that time. Notwithstanding, for professional purposes (e.g., printing of business cards, identification in professional association directories, Linked-in, etc.), EMPLOYEE, may use the title "General Manager" when identifying himself beginning November 18, 2016.

(b) Duties. EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of General Manager, as described in the job description for the General Manager position, as adopted and amended from time to time by the DISTRICT's Board of Directors, and such other duties and responsibilities as may be assigned in writing by the Board of Directors. The current job description for General Manager is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he meets the qualifications for employment as stated in said Exhibit A.

(c) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the Board of Directors. EMPLOYEE shall report directly to the Board of Directors and will give a report of his activities on a periodic basis to the Board of Directors.

(d) Job Position. EMPLOYEE shall serve as General Manager, and is hereby designated as a person who shall have charge of, handle and have access to the property of the District. EMPLOYEE shall be responsible to the Board of Directors for the proper administration of the duties and responsibilities required of General Manager.

(e) Work Hours. EMPLOYEE agrees to dedicate his full time and attention to the discharge of General Manager's duties and responsibilities and will be available to work at such times as necessary to fully and competently perform the duties and responsibilities of General Manager, regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of General Manager may require an average of more than forty (40) hours per week, and that some day-to-day work hours may vary. EMPLOYEE is entitled to Management Leave pursuant to DISTRICT Policy and will not otherwise be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of forty

(40) hours per week.

(f) Other Activities. EMPLOYEE will part1c1pate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of General Manager is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors or other DISTRICT employees.

Except upon the prior documented consent of the Board of Directors, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon General Manager's time and attention, EMPLOYEE shall disclose in confidence to the Board of Directors of the nature and scope of any other business activity in which he is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(g) **Performance Evaluation.** The Board of Directors shall provide EMPLOYEE with an evaluation of his performance annually or more frequently at its sole discretion. This evaluation shall detail EMPLOYEE's accomplishments and highlight areas for improvement, if any, from the last performance evaluation.

(i) <u>Annual Written Goals and Policy Objectives.</u> On or about the anniversary date of this Employment Agreement or on a schedule otherwise determined by the Board of Directors, the Board of Directors shall provide EMPLOYEE with a written summary of the goals he is to accomplish in the following calendar year and/or otherwise specified period of time. This written summary shall prioritize the goals to be accomplished and shall further state that such goals and policy objectives are to be completed within an expressed time period unless otherwise stated by the General Manager. It is understood that the DISTRICT's Strategic Plan, updated annually, may satisfy the requirements of this section.

(ii) <u>Rewards and Recognition.</u> At the discretion of the Board of Directors, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the Board of Directors at its sole discretion.

(h) Other Terms and Conditions of Employment. EMPLOYEE's employment also will be governed by the DISTRICT's Policies, which may be amended from time to time, and the DISTRICT and EMPLOYEE will comply with all applicable provisions of the Policies. If any term or condition of this Employment Agreement is inconsistent with or in conflict with a term or condition of the Policies, the provisions of this Employment Agreement will govern.

4. **COMPENSATION AND BENEFITS.** In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive/Managers of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the Personnel policies, procedures, ordinances and resolution, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the Board of Directors; however, EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for General Manager; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by

(5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors.

(b) Rewards and Recognition. At the discretion of the Board of Directors, a monetary performance incentive in the form of Rewards and Recognition pay may be authorized, contingent upon accomplishment of the goals and objectives set by the Board of Directors at its sole discretion.

(c) Benefits. EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive/Manager class employees, which now exist or hereafter may be adopted or amended in accordance with the DISTRICT Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, the terms of this Employment Agreement will prevail.

(i) In addition to the benefits afforded above, EMPLOYEE shall be provided with a term life insurance policy in the amount of \$1,000,000 (One Million Dollars) with the premiums to be fully paid by the District for a period of twenty
(20) years from the date of the issuance of an in-force insurance policy. This provision shall survive the Conclusion of Employment if said Conclusion occurs at any time during the aforementioned twenty (20) year period. The beneficiary(ies) of said insurance policy will be determined by EMPLOYEE.

(d) Cellular Telephone or Cellular Telephone per Diem. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business, or if EMPLOYEE elects to use his personal phone, EMPLOYEE shall receive a cell phone per diem pursuant to DISTRICT Policy. The EMPLOYEE's use of, cost to and compensation for a DISTRICT cell phone, if any, are subject to the terms of DISTRICT Policy.

(e) **Expenses.** EMPLOYEE will be entitled to be reimbursed for the reasonable amount of his actual and necessary expenses incurred in carrying out his duties and responsibilities as General Manager to the extent that his expenses have been properly documented in conformance with the DISTRICT Policy and the Internal Revenue Service's requirements for an Accountable Plan.

(f) Professional Activity and Development. The DISTRICT desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the DISTRICT's interests and standing. Toward that end, EMPLOYEE may undertake such activities as are directly related to professional development and that advance the interests and standing of the DISTRICT. Provided however, that such activities do not in any way interfere with or adversely affect employment or the performance of his duties and responsibilities as provided herein. The DISTRICT agrees to reimburse EMPLOYEE's reasonable and necessary expenses for such activities, licenses, certification and/or education, subject to available funds. Further, DISTRICT agrees to pay for EMPLOYEE's annual membership dues to the International City/County Management Association (ICMA), a professional development and leadership organization whose membership includes local government executives in cities, counties and special districts.

(g) Vehicle. EMPLOYEE's duties require that he shall have the exclusive use of a vehicle provided to him by the DISTRICT for business purposes and reasonable personal use, at all times during his employment with the DISTRICT. The DISTRICT shall be responsible for paying all liability, property damage, and comprehensive insurance consistent with the DISTRICT's coverage of other vehicles, and for the purchase, operation, maintenance, repair, and replacement of said vehicle. The DISTRICT agrees to replace the vehicle within a reasonable timeframe subject to DISTRICT Policies and Procedures and subject to the mutual agreement of the DISTRICT and EMPLOYEE.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The Board of Directors as a majority has the authority, at its sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the DISTICT for "Cause." The Board of Directors may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(c) By Mutual Agreement. At any time, the DISTRICT and EMPLOYEE may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his employment with the DISTRICT by providing the Board of Directors with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

# (e) Obligations at the Conclusion of Employment.

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.
- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to twelve (12) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other State or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement.

6. **INDEMNIFICATION.** The DISTRICT shall defend, hold harmless and indemnify EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE's performance of his duties and responsibilities. Such indemnity shall cover EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by EMPLOYEE. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by EMPLOYEE must be made with the prior approval by the DISTRICT in order for indemnification, as provided in this Section, to be available. The DISTRICT's obligation to defend and indemnify EMPLOYEE is contingent on EMPLOYEE's cooperation with the DISTRICT, and with defense counsel. In addition, the DISTRICT's obligation is contingent on EMPLOYEE's conduct having occurred within the course and scope of his/her employment. In the event of a claim or litigation against both the DISTRICT and EMPLOYEE, the DISTRICT may retain a single legal counsel to defend both parties, unless there appears to be a conflict in the positions of the DISTRICT and EMPLOYEE. In the event that there is a conflict between the DISTRICT and EMPLOYEE, then separate counsel shall be retained for each party, and the DISTRICT shall pay for both attorneys.

7. **AMENDMENTS.** This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties.

No failure to exercise and no delay in exercising any right, remedy, or power under this Employment Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Employment Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**8. EXHIBITS.** The following Exhibits, while integral to this Employment Agreement, may be modified by action the Board of Directors independent of taking action upon the entire Employment Agreement:

Exhibit A:	Job Description for General Manager
Exhibit B:	Regular Salary Compensation
Exhibit C:	Comprehensive General Release and Severance Agreement

**9. ENTIRE AGREEMENT.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting EMPLOYEE's employment by the DISTRICT, and any other Executive/Manager Employment Agreements, contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect as of the effective date of this Agreement.

**10. NOTICES.** Any notice or other communication under this Employment Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the EMPLOYEE. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his address. Notice of change of address shall be effective only when done in accordance with this Section, to the parties as follows:

DISTRICT's Notice Address:

6230 Sylvan Road Citrus Heights, California 95610-5615 Fax: (916) 725-0345

EMPLOYEE's Notice Address: 1009 Leven Court Folsom, CA 95630

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

**12. SUCCESSORS AND ASSIGNS.** This Employment Agreement is personal to EMPLOYEE. He may not transfer or assign this Employment Agreement or any part of it. Subject to this restriction on transfer and assignment, this Employment Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**13. CONSTRUCTION AND INTERPRETATION.** The parties agree and acknowledge that this Employment Agreement has been arrived at through negotiation, and that each party has

had a full and fair opportunity to revise the terms of this Employment Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Employment Agreement.

14. ACTION BY THE DISTRICT. All actions required or permitted to be taken under this Employment Agreement by the DISTRICT, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the DISTRICT's Board of Directors or by its representative as specifically authorized in writing by the Board of Directors to fulfill these obligations under this Employment Agreement.

**15. SEVERABILITY.** If any provision of this Employment Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced, or modified at the discretion of the DISTRICT, to the greatest extent permitted by law, and the remainder of this Employment Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

**16. POTENTIAL LITIGATION.** The venue for any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Employment Agreement shall be in Sacramento County, California.

**17. GOVERNING LAW.** This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California. In accordance with the provisions of Section 53262 of the Government Code, this Employment Agreement is subject to approval or ratification in an open session of a public meeting of the Board of Directors of the DISTRICT.

**18. ATTORNEY'S FEES.** If any legal action or proceeding is brought to enforce or interpret this Employment Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

**19. ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he has read and understands this Employment Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Employment Agreement. Therefore, the presumption that differences in interpretation shall go against the drafting party does not apply.

**20. EXECUTION.** The parties have duly executed this Employment Agreement as of the last date last written in the signature block below.

<u>9-13-2016</u> Date > By: Allen B. Dains

President, Board of Directors

**EMPLOYEE** 

By: Hilary M. Straus

<u>--13-2016</u> Date

#### EXECUTIVE/MANAGER EMPLOYMENT AGREEMENT

# EXHIBIT A

## CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

HUMAN RESOURCES
JOB DESCRIPTION FOR GENERAL MANAGER
4090.20.01
MAY 12, 2009
AUGUST 9, 2011 EXECUTIVE/
MANAGER

#### 4090.20.01 <u>JOB DEFINITION</u>

Under policy direction of the Board of Directors, the General Manager is in charge of planning, organizing, directing and reviewing the operational, administrative, public relations, human resources, fiscal and general activities of the District; plans, organizes, directs and supervises the engineering operations and functions of the District; is responsible for employer/employee relations; and does other related duties as required.

#### Examples of Duties

The duties listed below are illustrative only and are not meant to be a complete and exhaustive listing of all of the duties and responsibilities of the classification.

- Serves as the Executive Officer for the District.
- Serves as the District Secretary, subject to appointment by the Board of Directors.
- Serves as the District's representative to local, regional and statewide organizations as appointed by the Board of Directors.
- Builds and maintains positive working relationships with the public, other water agencies and government entities.
- Directs the planning and implementation of District programs relating to the cost- effective production, treatment and distribution of water to District consumers.
- Provides direction on the development, implementation and evaluation of District programs, goals, objectives, policies and procedures.
- Represents the Board of Directors' policies and programs with employees, residents, ratepayers and the community.
- Oversees development of the agenda for Board of Directors meetings and prepares recommendations for action by the Board of Directors.
- Prepares annual budget and rate schedules for approval by the Board of Directors and administers same upon adoption.
- Administers and monitors District contracts and agreements with consultants, contractors,

vendors and service providers.

- Oversees District human resources matters, including employment procedures, training, grievances, affirmative action, classification and pay and employer/employee relations.
- Conducts salary reviews and studies and prepares salary schedule adjustment recommendations for approval by the Board of Directors.
- Prescribes the duties of employees and assistants including delegation of responsibility to subordinate supervisors consistent with District policy.
- Provides supervision, training and performance evaluations for subordinate staff.
- Confers with Department Managers regarding District administrative and operational needs, goals and objectives.
- Directs the preparation of plans and specifications for projects to be undertaken by the District.
- Directs the review and approval of private and other government agency plans as submitted for construction.

# Employment Standards

Knowledge of:

- Operations, procedures, policies and precedents of the District.
- Principles and practices of public administration including administrative analysis, fiscal planning and control, and policy and program development.
- Laws, rules, ordinances and legislative processes controlling District functions, programs and operations.
- Organization, management, operations and community relations practices of special districts.
- Research and evaluation methods.
- Budgeting principles and practices.
- Methods used in the design, construction, operation and maintenance of water facilities and systems.
- Cost estimating and contract administration.
- Public human resources administration, affirmative action and employer/ employee relations.
- Principles, methods and practices of personnel supervision, training, evaluation, discipline and management.
- Principles, methods and practices related to job safety.

# <u>Ability to</u>:

- Plan, organize, coordinate and direct the work of staff to achieve efficient operations and meet program goals.
- Prepare and administer a District budgeting and fiscal control process.
- Collect, organize and analyze data on a variety of topics.
- Prepare concise and comprehensive written reports.
- Communicate effectively during oral public presentations.
- Exercise leadership, authority and supervision tactfully and effectively.
- Evaluate and make recommendations on improvements to existing District operations, programs and services.
- Provide advice and consultation to the Board of Directors on the development of

goals, objectives, programs, ordinances, policies and procedures.

- Effectively represent the District's policies, programs and services with individual citizens, community groups and other government organizations.
- Safely operate motor vehicles.

## **Typical Physical Activities**

- Communicates orally with members of the District's Board of Directors, District staff and the public in face-to-face, one-to-one and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computers and applicable software, copiers and facsimile machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges.
- Travels by airplane and motor vehicle in conducting District business.
- Operates a District vehicle when conducting District business.

#### Environmental Factors

- Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
- Irregular or extended work hours: Occasionally required to change working hours.

#### **Qualifying Education and Experience**

Any combination of education and experience that has led to the acquisition of the essential knowledge, and abilities is qualifying. Typical ways to obtain the knowledge-and abilities would be:

- Education: A Bachelor's Degree with major course work in Public Administration, Business Administration, Engineering or a closely related field from an accredited university or college. Acceptable accrediting agencies are those recognized by the U.S. Department of Education, Office of Postsecondary Education (OPE) or by the California Bureau for Private Postsecondary Education (BPPE).
- Experience: Twelve (12) or more years of increasingly responsible work experience in the field of water utility and public agency administration, management or operations, requiring the responsibility for the formulation and implementation of programs, budgets and administrative operations with at least five (5) years of experience in a management or supervisory capacity.

#### Certificate, License and Registration Requirements

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a good driving record free from multiple or serious traffic violations or accidents for at least two (2) years duration is required. The driving record shall not contribute to an increase in the District's automobile insurance rates.

#### EMPLOYMENT AGREEMENT

#### EXHIBIT B REGULAR SALARY COMPENSATION FOR GENERAL MANAGER

Salary:

\$ 82.32 per hour
\$ 6,585.60 bi-weekly
\$ 14,268.80 monthly
\$ 171,225.60 per year

The Regular Salary Range for this position is from a bi-weekly base of \$5,935.38 (\$74.19 per hour) to a bi-weekly maximum of \$8,012.77 (\$100.16 per hour) pursuant to the District's Salary Schedule effective September 19, 2016.

Effective Date for Regular Salary Compensation:

November 21, 2016

Payroll Authorization: Allen B. Dains By:

(3-20,

Allen B. Dains President, Board of Directors

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#### **CITRUS HEIGHTS WATER DISTRICT**

### **EMPLOYMENT AGREEMENT**

## EXHIBIT C COMPREHENSIVE GENERAL RELEASE AND SEVERANCE AGREEMENT

**Severance Pay.** In the event EMPLOYEE is terminated without "cause," as determined by the Board of Directors in its sole and unfettered discretion, or in the event EMPLOYEE is asked to resign during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Employment Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to twelve (12) months of Salary as severance pay. However, if EMPLOYEE is terminated because of conviction of any criminal offense or for "cause", the DISTRICT shall have no obligation to pay severance pay.

The Comprehensive General Release and Settlement Agreement which is a condition for this benefit shall be in a form used by the DISTRICT at the time of employment severance. The form Comprehensive General Release and Settlement Agreement may change from time to time, depending upon changes in practices or law. The Comprehensive General Release and Settlement Agreement and compliance with its terms shall not be construed as an admission by the DISTRICT of any liability whatsoever, or as an admission by the DISTRICT of any violation of the rights of EMPLOYEE or any other person or violation of any order, law, statute, duty, or contract whatsoever against EMPLOYEE or any other person.

The Comprehensive General Release and Settlement Agreement shall be a full and complete settlement of any and all claims, complaints, actions and charges arising out of EMPLOYEE's employment with the DISTRICT and/or the termination thereof as provided for herein. EMPLOYEE will agree that the payments constitute the entire amount of monetary consideration provided to EMPLOYEE and that he will not seek any further compensation for other claimed damage, costs, or attorney's fees in connection with or related to EMPLOYEE employment with the DISTRICT. By way of example and not in limitation of the foregoing, released claims shall include any claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Vietnam Era Veterans Readjustment Assistance Act of 1974; or any successor or replacement statutes; the California Family Rights Act Of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Workers Adjustment And Retraining Notification Act, as amended; the Fair Labor Standards Act and similar federal and State laws; the California Wage Payment Act, as amended; California Industrial Welfare Commission Wage Orders; and the California Fair Employment and Housing Act, that provides the right to an employee to bring charges, claims, or complaints against an employer if the employee believes they have been discriminated against on

a .n. umber of bases including age, ancestry, color, religious creed, denial of family and medical care leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, or sexual orientation, as well as any claims asserting wrongful

termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, rewards and recognition pay, sick leave pay, annual leave pay, management leave pay, or health insurance, or any other EMPLOYEE benefits. In accordance with Section 4(c)(i) of the Agreement, EMPLOYEE life insurance policy benefit shall remain in effect past the term of this Agreement.

# **ATTACHMENT 2**

Redline Excerpts of Proposed Amendments to 2016 At-will Employment Agreement with Hilary Straus

#### 3. DUTIES AND RESPONSIBILITES.

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(f) Other Activities. EMPLOYEE will part1c1pate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of General Manager is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors or other DISTRICT employees.

Except upon the prior documented consent of the Board of Directors, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon General Manager's time and attention, EMPLOYEE shall disclose in confidence to the Board of Directors of the nature and scope of any other business activity in which he is or becomes engaged during the term of this Employment Agreement; notwithstanding the forgoing, EMPLOYEE is not required to seek consent from the Board prior to accepting a part-time teaching position or appointive professional board membership where the duties and meetings do not conflict with EMPLOYEE'S duties for DISTRICT, EMPLOYEE'S regular business hours with the DISTRICT or with any DISTRICT meeting. This shall not be deemed to prohibit passive personal investment.

4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive/Managers of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the Personnel policies, procedures, ordinances and resolution, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the Board of Directors; however, EMPLOYEE shall not be entitled to receive any merit increases during the term of this Employment Agreement if such an increase causes EMPLOYEE's compensation to exceed the maximum of the salary range for the position. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount

of any salary merit increase, which may or may not coincide with a Performance Evaluation for General Manager; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's mandated member contribution to CalPERS, currently set at seven percent (7%) of the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors. Notwithstanding the above, EMPLOYEE shall forgo any salary increase of any kind for calendar year 2021.

**5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The Board of Directors as a majority has the authority, at its sole discretion and pursuant to three affirmative votes of the Directors, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time, by providing EMPLOYEE with 180- days advance written notice, in consideration of his "classic" status with the California Public Employees Retirement System and EMPLOYEE's many years of service to the DISTRICT and the community of Citrus Heights. During the 180-day notice period, EMPLOYEE shall continue to receive full salary and benefits while continuing to provide service to the DISTRICT, as required or requested, including, but not limited to, assisting in the recruitment, training and mentoring of EMPLOYEE's successor, as directed by the DISTRICT. EMPLOYEE shall remain timely and accountable to all requests of the DISTRICT during the 180-day notice period. Should EMPLOYEE obtain new <u>equivalent fulltime executive level</u> employment with a PERS agency within the 180-day notice period, DISTRICT shall be relieved from payment of the severance set forth in sub-paragraph (f) below.

(b) By the DISTICT for "Cause." The Board of Directors may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. Said termination of employment shall be for "cause" if EMPLOYEE \_\_\_\_\_\_ "Cause" shall only mean any of the following;

 Conviction, or plea bargain or adverse State Attorney General, Grand Jury or Fair Political Practices Commission, DFEH or EEOC determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds or conflict of interest;

2. Proven failure, as determined by an independent investigator licensed for the purpose of administrative investigations, of the General Manager to observe or perform any of his duties and obligations as set forth in this Agreement, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the District Board specifying the acts or omissions deemed to amount to that failure;

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- 3. Repeated failure to carry out a directive or directives of the District Board made by the District Board as a body at a Brown Act-compliant meeting; and
- 4. Any grossly negligent action or inaction by General Manager that materially and adversely: (a) impedes or disrupts the operations of the District; (b) is detrimental to employees or public safety; or (c) violates District's properly-established rules or procedures.

: (i) refuses or fails to act in accordance with any legal direction or order; (ii) exhibits unavailability for service in regard to his/her employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty and responsibilities, gross insubordination or incompetence; (iii) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (iv) breaches any material term of this Employment Agreement.

(b)(c) By Mutual Agreement. At any time, the DISTRICT and EMPLOYEE may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d)-By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his employment with the DISTRICT by providing the Board of Directors with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

#### (e) Obligations at the Conclusion of Employment.

- (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.
- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computergenerated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.

- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to twelve (12) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other State or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement

# **ATTACHMENT 3**

Actual Proposed Amendments to 2016 At-will Employment Agreement with Hilary Straus

### FIRST AMENDMENT TO CITRUS HEIGHT WATER DISTRICT EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Amendment to Employment Agreement is made and entered into as of the \_\_\_\_\_ day of January 2021, by and between the CITRUS HEIGHTS WATER DISTRICT, a public agency ("the DISTRICT") and Hilary Melvin George Straus, and individual ("EMPLOYEE").

### RECITALS

A. DISTRICT has entered into an Agreement for General Manager services with EMPLOYEE dated November 17, 2016 ("Agreement");

B. The parties now desire to amend that Agreement by suspending any salary increases for calendar year 2021 due to COVID-19 financial impacts, clarifying the limitations on EMPLOYEE's ability to accept other employment which shall not pose a conflict of interest to the DISTRICT, and modify certain procedures applicable to the conclusion of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Paragraph 3 (Duties and Responsibilities), subparagraph (f) (Other Activities) is amended to read as follows:

**(f)** Other Activities. EMPLOYEE will participate in regional, community and professional activities and organizations on behalf of the DISTRICT which are in furtherance of the interest of the customers and mission of the DISTRICT.

EMPLOYEE will not engage in any conduct or other employment or business that would interfere with his duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of General Manager is one requiring frequent and highly-visible contact and involvement with members of the public and the community. EMPLOYEE will not engage in any conduct within or outside the scope of his employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors or other DISTRICT employees.

Except upon the prior documented consent of the Board of Directors, EMPLOYEE, during the term of this Employment Agreement, shall not accept any other employment, engage directly or indirectly in any other business, commercial, or professional activity (whether or not pursued for monetary advantage) that is or may be competitive with the DISTRICT, that might create a conflict of interest with the DISTRICT, or that otherwise might interfere with the business and operations of the DISTRICT. So that the DISTRICT may be aware of the extent of any other demands upon General Manager's time and attention, EMPLOYEE shall disclose in confidence to the Board of Directors of the nature and scope of any other business activity in which he is or becomes engaged during the term of this Employment Agreement; notwithstanding the forgoing, EMPLOYEE is not required to seek consent from the Board prior to accepting a part-time teaching position or board membership where the duties and

meetings do not conflict with EMPLOYEE'S duties for the DISTRICT, EMPLOYEE's regular business hours with DISTRICT or with any DISTRICT meeting. This shall not be deemed to prohibit passive personal investment."

2. Paragraph 4 (Compensation and Benefits), subparagraph (a) is amended to read as follows:

"4. COMPENSATION AND BENEFITS. In consideration of the services to be provided by EMPLOYEE under this Employment Agreement, the DISTRICT will provide to EMPLOYEE the salary and benefits stated below. EMPLOYEE shall also be entitled to all benefits and rights afforded to other Executive/Managers of the DISTRICT, except to the extent provided by this Employment Agreement, and, in the case of any conflict between this Employment Agreement, and the Personnel policies, procedures, ordinances and resolution, the terms of this Employment Agreement will prevail.

(a) Salary. During the term of this Employment Agreement, EMPLOYEE will be paid the salary as specified in Exhibit B to this Employment Agreement. EMPLOYEE may receive salary merit increases at the discretion of the Board of Directors. EMPLOYEE's salary shall be paid pursuant to regularly established procedures, and as they may be amended by the DISTRICT at its sole discretion. EMPLOYEE's salary will be subject to modification by: (1) the same cost-of-living increase (COLA), if any, as approved by the DISTRICT for all DISTRICT employees; by (2) the amount of any salary merit increase, which may or may not coincide with a Performance Evaluation for General Manager; by (3) an amount determined pursuant to a total compensation survey of similar positions; (4) an amount equal to the EMPLOYEE's salary or gross wages; or by (5) any other means as determined at the sole discretion of the DISTRICT and approved in open session at a regular public meeting of the Board of Directors. Notwithstanding the above, EMPLOYEE shall forgo any salary increase of any kind for calendar year 2021.

3. Paragraph 5 (Conclusion of Employment) is amended to read as follow:

**"5. CONCLUSION OF EMPLOYMENT.** This Employment Agreement may be concluded in any one of the following ways:

(a) By the DISTRICT Without "Cause." The Board of Directors has the authority, at its sole discretion and pursuant to three affirmative votes of the Directors, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time, by providing EMPLOYEE with 180- days advance written notice, in consideration of his "classic" status with the California Public Employees Retirement System and EMPLOYEE's many years of service to the DISTRICT and the community of Citrus Heights. During the 180-day notice period, EMPLOYEE shall continue to receive full salary and benefits while continuing to provide service to the DISTRICT, as required or requested, including, but not limited to, assisting in the recruitment, training and mentoring of EMPLOYEE's successor, as directed by the DISTRICT. EMPLOYEE shall remain timely and accountable to all requests of the DISTRICT during the 180-day notice period. Should EMPLOYEE obtain new equivalent

executive level full-time employment with a PERS agency within the 180-day notice period, DISTRICT shall be relieved from payment of the severance set forth in sub-paragraph (f) below.

(b) By the DISTICT for "Cause." The Board of Directors may terminate EMPLOYEE from employment with the DISTRICT for "cause" at any time. "Cause" shall only mean any of the following:

- 1. Conviction, or plea bargain or adverse State Attorney General, Grand Jury or Fair Political Practices Commission, DFEH or EEOC determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds or conflict of interest;
- 2. Proven failure, as determined by an independent investigator licensed for the purpose of administrative investigations, of the General Manager to observe or perform any of his duties and obligations as set forth in this Agreement, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the DISTRICT Board specifying the acts or omissions deemed to amount to that failure;
- 3. Repeated failure to carry out a directive or directives of the DISTRICT made by the DISTRICT Board as a body at a Brown Act-compliant meeting; and
- 4. Any grossly negligent action or inaction by General Manager that materially and adversely: (a) impedes or disrupts the operations of DISTRICT or its organizational units; (b) is detrimental to employees or public safety; or (c) violates DISTRICT's properly-established rules or procedures.

(c) By Mutual Agreement. At any time, the DISTRICT and EMPLOYEE may conclude this Employment Agreement by mutual agreement, expressed in writing.

(d) By EMPLOYEE. At any time, EMPLOYEE may conclude this Employment Agreement and retire or voluntarily resign from his employment with the DISTRICT by providing the Board of Directors with written notice. The DISTRICT shall have the option, at its sole discretion, to conclude the employment of EMPLOYEE at any time prior to the end of any notice period.

- (e) Obligations at the Conclusion of Employment.
  - (i) The DISTRICT shall pay EMPLOYEE all compensation due and owing through the last day actually worked, including an amount equal to the regular salary, and cash value of accrued leave balances EMPLOYEE would have earned and accrued as provided by then current DISTRICT policies, or as required by State or Federal law, through the balance of the above notice period, or through the remaining balance of the Employment Agreement if one is stated, whichever is less; the District

shall pay EMPLOYEE all compensation then due and owing; thereafter, all of the DISTRICT's obligations under this Employment Agreement shall cease unless otherwise stated.

- (ii) EMPLOYEE agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer- generated files and data) created on any medium and furnished to, obtained by, or prepared by EMPLOYEE in the course of or incident to his employment, belongs to the DISTRICT and shall be returned promptly to the DISTRICT upon termination of employment except for copies of public records and notes which are in the personal custody of EMPLOYEE.
- (iii) The representations and warranties contained in this Employment Agreement and EMPLOYEE's obligations shall survive the conclusion of employment and the expiration of this Employment Agreement.
- (iv) Following conclusion of employment, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to the completion of pending work on behalf of the DISTRICT and the orderly transfer of work to other employees of the DISTRICT. EMPLOYEE shall also cooperate in the defense of any action brought by any third party against the DISTRICT that relates in any way to EMPLOYEE's acts or omissions while employed by the DISTRICT.

(f) Severance Pay. In the event EMPLOYEE is terminated without "cause" or asked to resign without "cause" during such time that EMPLOYEE is willing and able to perform the duties and responsibilities under this Agreement, then the DISTRICT agrees, upon receipt of a Comprehensive General Release and Settlement Agreement as described in Exhibit C attached hereto, to pay EMPLOYEE a lump sum cash payment equal to twelve (12) months of Salary as severance pay at EMPLOYEE's rate of pay at the time of severance. Payments required under this provision shall be subject to, and shall be interpreted to comply with the requirements set forth in Government Code section 53260, which limits the maximum cash settlement that the Employee may receive if the contract is terminated.

Notwithstanding the provisions of any DISTRICT policy, procedure or practice to the contrary, upon the conclusion of EMPLOYEE's employment, whether with or without cause, EMPLOYEE will not be entitled to any compensation, benefits (except COBRA or other State or Federal benefits), damages or other monetary award except as specifically authorized by this Employment Agreement

4. Except as expressly stated herein, the Agreement shall remain in full force and effect according to its terms.

5. This Amendment and the Agreement constitute the entire agreement between the parties. DISTRICT and EMPLOYEE hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by EMPLOYEE, approved by the Board of Directors, and executed on behalf of the DISTRICT.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

## CITRUS HEIGHTS WATER DISTRICT

David Wheaton, President

Date

EMPLOYEE

Hilary G. Straus, General Manager

Date

# **CITRUS HEIGHTS WATER DISTRICT**

### STAFF REPORT TO BOARD OF DIRECTORS JANUARY 20, 2021 MEETING

SUBJECT	: ELECTRONIC DOCUMENT & RECORDS MANAGEMENT SYSTEM
STATUS	: Information Item
REPORT DATE	: January 13, 2021
PREPARED BY	: David Rucker, Principal Information Technology Analyst

Staff will provide an update on the Electronic Document and Records Management System (EDRMS).