

6230 Sylvan Road P.O. Box 286 Citrus Heights California 95611- 0286

phone 916/725-6873 fax 916/725-0345 website www.chwd.org

Board of Directors

Allen B. Dains Caryl F. Sheehan Raymond A. Riehle

General Manager/ Secretary Robert A. Churchill

Assistant General Manager/Treasurer Hilary M. Straus

Accounting Supervisor Assessor/Collector Susan K. Sohal

BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT SEPTEMBER 13, 2016 beginning at 6:30 PM

DISTRICT ADMINISTRATIVE OFFICE 6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

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

CALL TO ORDER:

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

ROLL CALL OF DIRECTORS:

PLEDGE OF ALLEGIENCE:

VISITORS:

PUBLIC COMMENT:

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

(A) Action Item

(D) Discussion Item

(I) Information Item

CONSENT CALENDAR: (A)

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-1 Minutes of the Regular Meeting August 9, 2016.
- CC-1a. Minutes of the Special Meeting August 9, 2016.
- CC-1b. Minutes of the Special Meeting August 29, 2016. (defer approval to October regular meeting)
- CC-2. Revenue Analysis Report for August 2016.
- CC-3. Assessor/Collector's Roll Adjustment for August 2016.
- CC-4. Treasurer's Report for August 2016.
- CC-5. Treasurer's Report of Fund Balances for August.
- CC-6. Operations Budget Analysis for August 2016.
- CC-7. Capital Projects Summary August 2016.
- CC-8. Warrants for August 2016.
- CC-9. CAL–Card Distributions for August 2016.

CC-10. Summary of 2016 Employees, Officers and Directors Training Courses, Seminars and Conference.

CC-11. Call for a Special Meeting (A)

Call of a Special Joint Workshop Meeting of the San Juan Water District Member Agencies at 6:00 PM on Monday September 19, 2016 at the Administrative Office of Fair Oaks Water District.

CC-12. Call for a Special Meeting (A)

Call of a Special Meeting of the Citrus Heights Water District Board of Directors at 6:30 PM on Tuesday, November 15, 2016, for Discussion/Possible Action concerning the Citrus Heights Water District 2017 Operating and Capital Budgets, 2017 Water Rates and Miscellaneous Charges and Fees and 2017 Capacity Charges Budget, Rates/Fees Schedule, at the Board Room of the Citrus Heights Water District.

OLD BUSINESS:

- O-1. <u>Southgrove Drive Surplus Property Sale</u> (A)
 - a. Consider approval of Resolution 22-2016 authorizing the recording of a Lot Line Adjustment to delineate the new lot lines between the District and Mitchell parcels.
 - b. Consider approval of Resolution 23-2016 authorizing execution of a Grant Deed for sale of 0.128 acres of surplus real property to Mark S. and Linda G. Mitchell.
 - c. Consider approval of Resolution 24-2016 authorizing execution of a Grant Deed by and between Citrus Heights Water District.
- O-2. <u>Sacramento County Proposed Trench Restoration</u> (I/D) Receive verbal report on status of proposed revisions to Sacramento County's requirements for trench restoration.
- O-3. <u>Policy Amendments—Adoption of New Salary Ranges and</u> <u>Elimination of the Employer Paid Member Contribution (EPMC) of</u> <u>the CalPERS Pension Benefit (D/A)</u>
 - a. Adopt policy amendments to implement changes to the CHWD's Salary Schedule as a result of the District's Total Compensation Study and to provide a Salary offset as a result of the elimination of EPMC.
 - b. Adopt policy amendments to streamline policies, to implement Career Ladders and to reflect organizational changes.
 - c. Adopt Resolution 25-2016 Approving a Contract amendment with the California Public Employees Retirement System (Cal-PERS) to eliminate the Employer Paid Member Contribution (EPMC).
 - Note—Items a and b can be taken with one motion, and Item c must be considered with a separate motion.

- O-4. Employment Agreement Amendments to Eliminate the Employer Paid Member Contribution of the CalPERS Pension Benefit and Salary Adjustments (D/A)
 - a. Discussion/Possible Action to Amend Current General Manager Employment Agreement.
 - b. Discussion/Possible Action to Amend Incoming General Manager Employment Agreement.
 - c. Discussion/Possible Action Amend the Executive / Manager / Supervisor Employment Agreements for the Operations Manager and Project Manager.
 - d. Discussion/Possible Action Amend the Executive / Manager / Supervisor Employment Agreement Template.

Note—Items a, b, c & d will be considered with separate motions.

O-5. <u>2017 Budgets & Water Rates</u> (D)

Review and discuss major issues related to the draft Operating and Capital Improvement Budgets for 2017, water rates issues for 2017 and discuss water rate adjustment options for 2017.

NEW BUSINESS:

- N-1. <u>Training/Continued Education /Meetings</u> (I) Discuss training, continued education, and meeting opportunities.
- N-2. <u>Advance Payment of General Manager Accrued Leaves</u> (A) Consider advance payment of the retiring General Manager's current leave accruals.
- N-3. <u>ASCE Annual Civil Engineering Conference</u> (A) Consider approval of the General Manager's attendance at the American Society of Civil Engineers (ASCE) Annual Conference in Portland, Oregon.

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

PROJECT MANAGER'S REPORTS (I):

- PM-1. Accepted Water Systems.
- PM-2. Projects Under Construction by Private Developers.
- PM-3. Contractor / Developer Projects Pending Construction.
- PM-4. Proposed District Capital Improvement Projects.
- PM-5. Projects Contracted by Citrus Heights Water District.
- PM-6. City of Citrus Heights Projects.

OPERATIONS MANAGER'S REPORTS (I):

- OM-1. Monthly report on construction and maintenance activities plus water analysis reports.
- OM-2. 2016 Water Supply Purchased and Produced.
- OM-3. Surface Water Supply.

RECESS: The Meeting will have a brief recess.

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

- D-1. Regional Water Authority (Dains, Churchill).
- D-2. Sacramento Groundwater Authority (Sheehan).
- D-3. San Juan Water District.
- D-4. Association of California Water Agencies (Dains).
- D-5. ACWA Joint Powers Insurance Authority.
- D-6. Sacramento Local Agency Formation Commission.
- D-7. City of Citrus Heights.
- D-8. Chamber of Commerce Government Issues Committee (Straus).
- D-9. Other Reports:

ASSISTANT GENERAL MANAGER'S REPORTS (I):

AGM-1. Water Efficiency Program Update.

GENERAL MANAGER'S REPORTS (I):

GM-1. Employee Recognition. GM-2. General Manager's Task List. GM-3. Long Range Board Agenda.

CORRESPONDENCE:

None

CLOSED SESSION:

None

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

September 19, 20166:00 PMOctober 11, 20166:30 PMNovember 8, 20166:30 PMNovember 15, 20166:30 PM

Joint Board Workshop at FOWD Regular Meeting Regular Meeting Special Meeting

ADJOURNMENT:

CERTIFICATION:

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

BETH SHOCKLEY, Deputy Bøard Clerk

Dated: September 8, 2016

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING August 9, 2016

The Regular Meeting of the Board of Directors was called to order at 6:58 p.m. by President Dains and roll was called. Present were:

Allen B. Dains, President Caryl F. Sheehan, Vice President Raymond A. Riehle, Director Robert A. Churchill, General Manager Hilary M. Straus, Assistant General Manager Paul A. Dietrich, Project Manager David M. Gordon, Operations Manager Susan K. Sohal, Accounting Supervisor Lisa A. Smoot, Management Services Supervisor/Chief Board Clerk

VISITORS:

None

PLEDGE OF ALLEGIANCE:

Director Dains led the Pledge of Allegiance.

PUBLIC COMMENT:

There was no Public Comment.

CONSENT CALENDAR:

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

Minutes of the Regular Meeting – July 12, 2016. Revenue Analysis Report for July 2016. Assessor/Collector's Roll Adjustment for July 2016. Treasurer's Report for July 2016. Treasurer's Report of Fund Balances for July. Operations Budget Analysis for July 2016. Capital Improvements Budget Analysis for July. Payables for July. CAL–Card Purchases for July 2016. Summary of 2016 Directors, Officers and Employees Training, Seminars and Conference Expenses.

Administration Building Improvements Project

GM Churchill requested the Board adopt Resolution 21-2016 Accepting the Administration Building Expansion and Renovation Project and authorize the filing of a Notice of Completion. Construction of the Administration Building Expansion and Renovation Project and Office Addition is now complete with final inspections and approval on June 1, 2016 by the City of Citrus Heights and Sacramento Metro Fire District. Minor cosmetic corrections were completed by contractor Kaler/Dobler Construction, Inc. on July 21, 2016.

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 21-2016

RESOLUTION OF THE BOARD OF DIRECTORS ACCEPTING THE ADMINISTRATION BUILDNG EXPANSION AND RENOVATION PROJECT AND OFFICE ADDITION

WHEREAS, on December 9, 2014 the Board of Directors of the Citrus Heights Water District authorized the award of a contract to Kaler/Dobler Construction, Inc. for the Administration Building Expansion and Renovation Project and Office Addition Change Order executed February 16, 2016; and

WHEREAS, on December 10, 2014 the contract was fully executed between the District and Kaler/Dobler Constriction, Inc.; and

WHEREAS, Kaler/Dobler Construction, Inc. has completed the work for the Administration Building Expansion and Renovation Project and Office Addition in accordance with the plans, specifications and contract documents prepared by the District pursuant to a final inspection on July 21, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Citrus Heights Water District that Administration Building Expansion and Renovation Project and Office Addition is accepted as complete.

BE IT FURTHER RESOLVED that the District Secretary is authorized to execute a Notice of Completion for the Administration Building Expansion and Renovation Project and Office Addition and to have said Notice recorded with the Office of the Recorder of Sacramento County.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 9th day of August 2016 by the following vote, to wit:

AYES:Directors: Dains, Sheehan, RiehleNOES:Directors:ABSTAIN:Directors:ABSENT:Directors:

SEAL

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

ATTEST:

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

Citrus Heights City Hall Easement Acceptance

PM Dietrich requested the Board adopt Resolution 20-2016 accepting an easement from CP City Hall, LLC. Site improvements to the new Citrus Heights City Hall at 6360 Fountain Square Drive required the installation of new water distribution mains, water services and fire protection facilities to provide water service to the site. An easement for the water facilities was granted by CP City Hall, LLC at no cost to the District.

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 20-2016

RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT ACCEPTING AN EASEMENT FROM CP CITY HALL, LLC FOR WATER DISTRIBUTION FACILITIES WITHIN 6360 FOUNTAIN SQUARE DR, CITRUS HEIGHTS CITY HALL

Whereas CP CITY HALL, LLC, a California Limited Liability Company, for a valuable consideration, receipt of which is hereby acknowledged, does hereby grant to CITRUS HEIGHTS WATER DISTRICT, a political subdivision of the State of California formed pursuant to Division 11 of the Water Code, a right-of-way and non-exclusive easement to construct, reconstruct, operate, maintain and/or repair water pipelines together with any and all appurtenances appertaining thereto; together with the perpetual right of ingress thereto and egress there from for the purpose of exercising and performing all of the rights and privileges granted herein; said pipelines and appurtenances to be of such size(s) and character as the grantee may determine, on, over, across and under all that certain real property, situate in the City of Citrus Heights, County of Sacramento, State of California particularly described as follows:

A portion of that certain Tract of land described in that certain Certificate of Compliance recorded in Book 20070323, Page 1434, Sacramento County Official Records, described as follows:

Parcel One

A strip of land the uniform width of fifteen (15) feet, lying five (5) feet to the left and ten (10) feet to the right of the following described line:

BEGINNING at a point hereinafter referred to as Point A, on the easterly line of that certain Easement for Public Roadway and Public Utilities, as said easement is described in that certain document recorded in Book 20070323, Page 1435, Sacramento County Official Records, from which the southwest corner of the above referenced Tract bears the following two (2) courses: (1) along said easterly line, South 10°54'31" West 178.67 feet to the southerly line of said Tract and (2) along said southerly line South 89°14'13" West 40.00 feet; thence from the point of beginning, leaving said easterly line, North 89°33'05" East 5.50 feet to a point hereinafter referred to as Point B; thence continuing North 89°33'05" East 56.62 feet; thence South 00°26'55" East 122.60 feet; thence North 89°14'28" East 61.09 feet to a point hereinafter referred to as Point C; thence continuing North 89°14'28" East 228.86 feet; thence North 00°45'32" West 6.00 feet to a point hereinafter referred to as Point D; thence continuing North 00°45'32" West 8.99 feet to a point hereinafter referred to as Point E; thence continuing North 00°45'32" West 80.13 feet to a point hereinafter referred to as Point F; thence continuing North 00°45'32" West 242.41 feet to a point hereinafter referred to as Point G; thence continuing North 00°45'32" West 70.10 feet to a point hereinafter referred to as Point H; thence South 89°14'28" West 206.89 feet; thence South 66°44'28" West 39.65 feet; thence North 70°26'16" West 38.76 feet to a point on said easterly line hereinafter referred to as Point I and the terminus of the herein described easement.

The sidelines of said strip shall be lengthened or shortened to terminate at said easterly line.

Parcel Two

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at said Point B; thence South 00°45'47" East 29.16 feet to the terminus of the herein described easement.

Parcel Three

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at said Point C; thence North 00°45'32" West 12.67 feet to the terminus of the herein described easement.

Parcel Four

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at said Point D; thence North 89°14'28" East 29.98 feet to the terminus of the herein described easement.

Parcel Five

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at said Point E; thence South 89°14'28" West 14.25 feet to the terminus of the herein described easement.

Parcel Six

A strip of land the uniform width of twenty-five (25) feet, the centerline of which is described as follows:

BEGINNING at said Point F; thence South 89°20'02" West 32.02 feet to the terminus of the herein described easement.

Parcel Seven

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at said Point G; thence South 89°14'28" West 14.25 feet to the terminus of the herein described easement.

Parcel Eight

A strip of land the uniform width of fifteen (15) feet, lying five (5) feet to the left and ten (10) feet to the right of the following described line:

BEGINNING at said Point H; thence North 00°45'32" West 35.00 feet to the terminus of the herein described easement.

Parcel Nine

A strip of land the uniform width of 3.5 feet, the westerly line of which is described as follows:

BEGINNING at said Point I; thence along the above referenced easterly line along the arc of a curve to the right, concave to the east, having a radius of 1122 feet, and being subtended by a chord bearing North 20°45'19" East 45.97 feet to the terminus of the herein described easement.

Parcel Ten

A strip of land the uniform width of ten (10) feet, the centerline of which is described as follows:

BEGINNING at a point on the above referenced easterly line from which said Point A bears South 10°54'31" West 114.40 feet; thence from the point of beginning, leaving said easterly line, South 79°05'29" East 39.39 feet to the terminus of the herein described easement.

The sidelines of said strip shall be lengthened or shortened to terminate at said easterly line.

NOW THEREFORE, BE IT RESOLVED that CITRUS HEIGHTS WATER DISTRICT accepts said Grant of Easement and conveyance and that a certified copy of this Resolution be provided to the County of Sacramento to be attached to and recorded with said Grant of Easement in the Office of the County Recorder of Sacramento County. PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 9th day of August 2016 by the following vote, to wit:

AYES:Directors: Dains, Sheehan, RiehleNOES:Directors:ABSTAIN:Directors:ABSENT:Directors:

SEAL

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

ATTEST:

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

Call for a Special Meeting

GM Churchill requested the Board call for a Special Meeting on Monday August 29, 2016 for the purpose of conducting a 2017 Budget Workshop Meeting. A work session with the Board of Directors highlighting the "building blocks" of the operations and capital budgets/key assumptions/strategic plan needs is proposed for August 29th, followed by an initial budget presentation at the September Regular Board of Directors Meeting in September.

ACTION: Director Sheehan moved and Director Riehle seconded a motion to accept the Consent Calendar. The motion carried 3-0 with all Directors voting yes.

ADJOURN TO CHWD FINANCING CORPORATION:

At 7:03 PM the meeting was adjourned to the CHWD Finance Corporation. For approval of the July 12, 2016 Minutes.

ACTION: Director Riehle moved and Director Sheehan seconded a motion to: Approve the Minutes from the July 12, 2016 Annual Meeting of the Citrus Heights Water District Financing Corporation. The motion carried 3-0 with all Directors voting yes.

At 7:06 PM the Board of Directors reconvened to the CHWD Regular Board Meeting.

OLD BUSINESS:

Approval of 2017 Strategic Plan Update

AGM Straus presented the final 2017 Strategic Plan to the Board for their approval. Beginning with the 2017 budget process, CHWD has initiated an annual Strategic Planning process. The goal of Strategic Planning has been 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 what items, given limited resources (i.e., funding, time and staffing resources) the District should be working on over and above daily operations in the coming year. One key follow-up item of this planning process is to prepare a budget for the coming year that reflects the results of the Strategic Plan.

ACTION: Director Riehle moved and Director Sheehan seconded a motion to: Approve the 2017 Strategic Plan. The motion carried 3-0 with all Directors voting yes.

NEW BUSINESS:

Training/Continued Education/Meetings

GM Churchill presented an item on upcoming training and continued education events.

Funds and Reserves Policies Amendments

AS Sohal presented District Fiscal Management Policies regarding District Funds and Reserves that needed amending. The District's Fiscal Management Policies contain separate policies relating to the District's Funds and Reserves that are used to organize and allocate all District monies for various purposes. These policies define the purpose for which the specified Fund or Reserve is to be used, and set forth certain responsibilities and restrictions on the transfer or expenditure of monies. Five of the Funds and Reserves policies are being presented for discussion with proposed amendments or deletion to policy. In addition, three new proposed policies are being presented pertaining to the two newly adopted Funds and a new Reserve in 2015 and one concerning the existing Debt Services Reserve. The proposed changes are as follows:

Approve proposed amendments to the following District Fiscal Management Policies:

Policy 6220 Rate Stabilization Reserve					
Policy 6240 Capital Improvement Reserve					
Policy 6270	Employment-Related Benefits Reserve				

Approve the addition of the following District Fiscal Management Policies:

Policy 6225	Debt Services Reserve
Policy 6245	Water Supply Reserve
Policy 6280	Water Efficiency Reserve

Approve the deletion of the following District Fiscal Management Policies (Note: these two policies will be consolidated with the Policy 6240 noted above:

Policy 6230	Depreciation Reserve
Policy 6250	Connection Fund

ACTION: Director Sheehan moved and Director Riehle seconded a motion to: Approve

amendments to District Fiscal Management Policies regarding District Funds and Reserves. The motion carried 3-0 with all Directors voting yes.

RWA Regional Water Reliability Plan

GM Churchill presented the Board a Project Agreement with the Regional Water Authority to participate in a Regional Water Reliability Plan. Robert Swartz, Technical Services Manager for the Regional Water Authority, provided the CHWD Board of Directors with an overview of RWA's Regional Water Reliability Study at the regular Board of Directors Meeting of July 12, 2016. At that time, the CHWD Board indicated interest in CHWD participating in this RWA initiative. At the Board Meeting, Mr. Swartz explained why RWA is undertaking this Plan preparation as called for in RWA's 2013 Strategic Plan. The drought has highlighted significant threats to local water resources and the Plan could help protect long-term water resources in the region. Swartz then presented some key elements that would be anticipated to be included in the Plan and expected outcomes, including a Regional Water Bank. He concluded by providing an overview of the Plan development's budget and anticipated cost to each participating agency, including CHWD. CHWD's Phase 1 share of cost is anticipated to be \$9,600, with a not-too-exceed cost of \$16,000.

ACTION: Director Riehle was concerned there was not a political plan, and without a plan, there is not control over what happens. Director Sheehan expressed concerns regarding RWA's Budget, questioning who they are accountable to. Director Sheehan also expressed concerns because many of the studies conducted overlap and we are paying for duplicate research. It was agreed upon that GM Churchill would clarify the concerns and bring back for considered action at the September meeting.

Limerick Way, Dublin Way, Tipperary Way and Galway Ct Pavement Restoration Project

OM Gordon presented the Board with bids to restore pavement following replacement of water mains and services by District Operations staff on portions of Limerick Way, Dublin Way, Tipperary Way and Galway Court in the City of Citrus Heights.

The District received four (4) sealed proposals on August 3, 2016, at which time proposals were opened and read publicly. The apparent low bidder is Central Valley Engineering & Asphalt, Inc. of Roseville, CA. Bids received are as follows:

1.	Central Valley Engineering & Asphalt, Inc.	\$ 38,982.00
2.	Martin Brothers Construction, Inc.	\$ 52,341.00
3.	Arrow Construction	\$ 58,400.00
4.	Sierra Asphalt, Inc.	\$ 88,987.00

ACTION: Director Sheehan moved and Director Riehle seconded a motion to: Accept the bid of Central Valley Engineering & Asphalt, Inc. in the amount of \$38,982.00 and establish a change order contingency fund in the amount of \$3,900.00 (10%). Authorize the General Manager to execute the contract. The motion carried 3-0 with all Directors voting yes.

SJWD Draft Wholesale Financial Plan and Water Rate Update Study

GM Churchill presented the Board with a draft of San Juan Water Districts Wholesale Financial Plan and Water Rate Update Study as well as a 150 Day Advance Written Notice of Proposed Changes in Water Rates and Charges. They were asked to review the contents and this topic will be discussed at the next scheduled Board Meeting.

PROJECT MANAGER'S REPORT:

PM Dietrich presented a report on the following activities during the month of July 2016 by the Project Management and Engineering Department. New values or projects noted in bold italics

ACCEPTED WATER SYSTEMS

Recent additions to the District's water distribution system that were constructed by independent State Licensed contractors on behalf of private developers / owners, inspected by the District and formally accepted: Count Facilities Value

Project

None

PROJECTS UNDER CONSTRUCTION BY PRIVATE DEVELOPERS

Water distribution system facilities currently under construction by independent State Licensed contractors on behalf of private developers / owners requiring District inspection:

Project	Location	<u>Status</u>
McDonalds	5402 Sunrise Blvd	50% Complete
Northridge Grove 47 Condominiums	5555 Mariposa Ave	60% Complete
Citrus Heights City Hall	6350 Fountain Square Dr	80% Complete
Memory Care Facility	6825-33 Sunrise Blvd	70% Complete
Dundee Estates 3 Lot Subdivision (2015-58)	Mariposa Ave @ Highland Ave	98% Complete
California American Water Co.	5444 San Juan Ave	98% Complete
San Juan Avenue Tank - Intertie and Water Service		
Capitol Nursery Plaza Commercial Center (2015-50)	Sunrise Blvd @ Madison Ave	Substantially Complete
Sylvan Middle School (2015-63)	7085 Auburn Blvd	Substantially Complete

CONTRACTOR / DEVELOPER PROJECTS PENDING CONSTRUCTION Project Location Status

110/000	Location	Dialas
Dignity Health Building	7115 Greenback Ln	Awaiting System Construction
Bearpaw Expansion Commercial Building	7524 Old Auburn Rd	Awaiting System Construction
Louis-Orlando Bus Transfer Point	Louis Ln @ Orlando Ave	Awaiting System Construction
Meier Estates 7 Lot Subdivision	North Sims Way	Awaiting System Construction

PROPOSED DISTRICT CAPITAL IMPROVEMENT PROJECTS Project Plans and Contracts currently under review and development by the Engineering Department:

Project	Location	<u>Status</u>
Fair Way Intertie with City of Roseville	9955 Fair Way	Agreement – 99% Plans – 100% Cost Estimate – 100%
Blossom Hill Dr Intertie with City of Roseville	Blossom Hill Dr at 1100 Main Sail Cir	Agreement – 99% Plans – 100% Cost Estimate – 100%
Crestmont Ave Intertie with City of Roseville	Crestmont Ave at 8199 Bonnie Oak Way	Agreement – 99% Plans – 100% Cost Estimate – 100%
Baird Way 12" Water Main Area West Engineers, Inc.	Auburn Blvd to Holly Dr	Preparing to Pothole
Corporation Yard Improvements Phase 1	6230 Sylvan Rd	Preparing Request for Design & Const Mgmt Proposals
Highland Ave & Rosa Vista Ln 8" Water Mains Warren Consulting Engineers	Highland Ave at Rosa Vista	Design Underway

PROJECTS CONTRACTED BY CITRUS HEIGHTS WATER DISTRICT

Capital Improvement Projects currently under construction by Citrus Heights Water District contractors requiring coordination and inspection by the District:

Project	Location	<u>Status</u>
Mariposa Ave, Limerick Way and Dublin Way Water Mains KASL Consulting Engineers, Inc.	Limerick Way to Farmgate Way and Eastgate Ave to Northeast Circle (south end)	80% Complete

CITY OF CITRUS HEIGHTS PROJECTS

City of Citrus Heights Projects requiring coordination and inspection by the District: *None*

OPERATIONS MANAGER'S REPORT:

OM Gordon reported as follows:

A total of 32 work orders were performed during the month of July by field operations crews, administration field crews and contractors. The results of recent bacteriological testing, a total of 72 samples, have met all California Department of Drinking Water (DDW) requirements.

District-wide water consumption for the calendar year 2016 through the end of July was 1,544.57 acre-feet, a decrease of 28.7% percent compared with the water consumption during the same period in 2013.

As of midnight on August 2, 2016, storage in Folsom Reservoir was at 469,125 acre-feet, 48 percent of the total capacity of 977,000 acre-feet. This is about 68 percent of historical average for this date. This represents a decrease in storage of 222,436 acre-feet in the past month.

Director Dains called a recess to the meeting at 8:55 PM.

PM Dietrich, OM Gordon and AS Sohal left the meeting.

Director Dains reconvened the meeting at 9:05 PM.

DIRECTOR'S AND REPRESENTATIVES REPORTS:

Regional Water Authority (Dains, Churchill) No report. Sacramento Groundwater Authority (Sheehan) No report. San Juan Water District San Juan Water District and Fair Oaks are having 2X2 meetings, a meeting for all the San Juan Family of Agencies will be held at Fair Oaks Water District on September 19, 2016 at 6:00 PM to review processes and practices of San Juan Water District. Association of California Water Agencies (Dains) No report. ACWA Joint Powers Insurance Authority (Churchill) No report. Sacramento Local Agency Formation Commission No report.
City of Citrus Heights Grand Opening at new building on September 25, 2016 at 9:00 AM. Henry Tingle Retirement Celebration September 30, 2016 6:00 PM.
Chamber of Commerce Government Issues Committee (Straus) No report.
Other Reports: No report.

ASSISTANT GENERAL MANAGER'S REPORT:

AGM Straus reported as follows:

Water Efficiency Program activities during the month of July 2016 included:

- 10 ultra-low-flush toilet rebates for the month of July. A total of \$7,350 in rebates have been provided to customers during 2016 to date.
- For the period of July 2016, No High Efficiency Clothes Washer (HECW) rebates were processed by SMUD for District customers.
- 87 water waste calls were received during the month of July. 12 reports of water waste were received through the CHWD's Drought Resources web page. A total of 87 contacts (mostly visits to customers' homes and phone calls) have been completed based on these reports.
- The July 2016 Residential Gallon per Capita per Day (R-GPCD) was not available at the time of this report. This information is submitted monthly to the State Water Resources Control Board.

The District is currently in a Stage 2 Water Alert Modified. Customers are being asked to voluntarily cutback water use by 5%-10% through 2016. A Public Outreach campaign promoting the Stage 2 Water Alert regulations is underway. The messaging is intended to educate District customers about Stage 2 modified regulations. The following are included in the Public Outreach effort:

- A bill stuffer promoting the Stage 2 Water Alert
- > The District's website
- ➢ FaceBook
- Phone message recording
- Waterline Newsletter
- CHWD along with the City of Citrus Heights, California American Water Company and

Sacramento Suburban Water District held an Eco landscape class on July 23rd. The class was held at the Citrus Heights Community Center. The class covered "right plant-right placement" and best irrigation practices for customers. There was a demonstration on how to convert spray irrigation to drip, outreach materials, raffle prizes and refreshments. Over 30 people participated in the class.

• The Top 20% water reduction campaign is focusing on the 72 no response/non- compliant "Bad-Bad's". These are the customers who did not submit a water reduction plan and did not meet their water reduction target. The 72 "Bad-Bad's" are being contacted by District staff. Customers are offered a water efficiency review and left with water conservation program information and literature. Currently the program has generated 27 water efficiency reviews for the "Bad-Bad's".

ACTION TAKEN	# of Responses	# Compliant	# Non-Compliant
Responded with	96	84	12
Plan			
No Response with	86	14	72
Plan			

* All Top 20% customers saved a total of 42% as compared to 2013.

FINANCE UDPATE

Finance staff has completed an update of CHWD's regional rate survey/comparison. This information will be available to the Board as it considers various rate options at its August 29th and September 13th budget workshops. Budget preparation is well underway, and during the next few weeks, staff will be updating the Rate Model to generate options and accompanying analysis associated with each rate option for Board consideration.

GENERAL MANAGER'S REPORT:

- 1. Twenty two employees received recognition for superior attendance, outstanding customer service and quality of work during the month of July 2016. Directors were provided with a list of the employees and items for which each received recognition.
- 2. A list of the General Manager's significant assignments and activities was provided.

Meeting Date	Item	Assigned To
August 29, 2016	Budget and Rates Study Session	Straus/Sohal
September 13,	Budget and Rates Workshop	Straus/Sohal
2016		
	Roseville Intertie Agreement	Churchill
	Compensation Study/Salary	Churchill/Straus/Smoot/Sohal
	Schedule	
Update/Policies/Career		
Ladders/Employee PERS Pick-		
	up	
	Engineering/Design Firm	Dietrich
	Award of Contract –	
	Corporation Yard Improvements	
	CIP Adoption	Churchill/Dietrich/Gordon/Straus/Sohal/Pieri

3. Long Range Board Agenda.

October 11,	Water Charges and Fees—	Straus/Sohal			
2016	Presentation of Proposed				
	Updates				
November 8,	2016-17 Committee	Churchill			
2016	Assignments				
	2016-17 District Officers	Churchill			
November 15,	Operating and Capital Budgets	Straus/Dietrich/Gordon			
2016					
	Water Rates, Charges & Fees	Straus/Sohal			
	Capacity Fees	Straus/Sohal			
	Water Shortage Charges	Straus/Sohal			
December 13,					
2016					

CORRESPONDENCE:

Director Riehle wanted to acknowledge Water Efficiency Coordinator Rex Meurer for his work relating to the Eco Landscape Class.

CLOSED SESSION:

None

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

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

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 9:30 PM.

APPROVED:

ROBERT A. CHURCHILL Secretary Citrus Heights Water District

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING August 9, 2016

The Special Meeting of the Board of Directors was called to order at 5:39 p.m. by President Dains and roll was called. Present were:

Allen B. Dains, President Caryl F. Sheehan, Vice President Raymond A. Riehle, Director Robert A. Churchill, General Manager Hilary M. Straus, Assistant General Manager David M. Gordon, Operations Manager Paul A. Dietrich, Project Manager Lisa A. Smoot, Management Services Supervisor/Chief Board Clerk Susan K. Sohal, Accounting Supervisor

VISITORS

Shellie Anderson, Bryce Consulting John S. Spinella, Construction Inspector CHWD

PUBLIC COMMENT

No public comment.

NEW BUSINESS

Shellie Anderson with Bryce consulting presented the Board with information regarding implementation of Career Ladders throughout the organization, discussed her findings with regard to the Compensation Study and presented her recommendations. There was also a discussion regarding a staff recommendation concerning timing and approach to CHWD employees paying the employee contribution to the CalPERS pension benefit. The Board of Directors discussed this information. No action was taken.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES

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

ADJOURNMENT

There being no other business to come before the Board, the meeting was adjourned at 6:47 p.m.

APPROVED:

ROBERT A. CHURCHILL Secretary Citrus Heights Water District ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

									Acutal	Budgeted		
Mo-Yr	Jan-16	Feb-16	<u>Mar-16</u>	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Revenue	Revenue	Variance	% Collected
Metered Service Charges	99,738	346,471	750,526	530,498	648,666	801,158	482,374	772,534	4,431,965	7,609,121	3,177,156	58.2%
Metered Water Deliveries	35,969	118,197	180,494	144,723	229,594	387,965	309,781	656,158	2,062,881	4,581,136	2,518,255	45.0%
Penalties	17,458	12,003	15,564	13,906	11,522	11,970	13,995	16,815	113,232	150,000	36,768	75.5%
Interest		0		0	26	0	0	0	26	0	-26	0.0%
New Acct, Fire & Backflow										-		01071
Fees	8,550	12,603	9,758	13,813	7,909	18,395	5,554	16,983	93,566	95,866	2,300	97.6%
WS Install & S&R	8,360	4,598	6,501	0	11,800	22,769	27,953	11,646	93,627	26,626	-67.001	351.6%
Grant Funds		540,000	0	0	60,000	0	715	0	600,715	0	-600,715	0.0%
Misc*	6,052	1,416	15,603	2,318	52,164	71,025	150,147	13,219	311,945	120,510	-191,435	258.9%
Connection Fees	15,037	6,683	6,683	0	0	0	0	0	28,403			
Wheeling Water	2,217	0	0	0	0	0	0	0	2,217	4,429	2,212	50.1%
Reserves				0	0	0	0	0	_,	0	-,2	0.0%
Total	193,380	1,041,971	985,129	705,258	1,021,682	1,313,282	990,518	1,487,356	7,738,577	12,587,688	4,849,111	61.5%

CITRUS HEIGHTS WATER DISTRICT 2016 REVENUE ANALYSIS

Outstanding Recievables

Aged Trial Balance						
Total₁	Current	31-90	91-150	>150	Unapplied Current	
1,295,424	964,512	247,650	161,711	8,185	(86,633)	

General Ledger Balance	Total
Outstanding A/R	1,318,432
Outstanding Liens	0
Outstanding Grants	61,211
Less Unapplied Payments	(87,104)
Total	\$ 1,292,539

* Includes Assessments, Inclusions, Back Charges, Capacity Fees and other Miscellaneous Revenue Sources

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Assessor/Collector Roll Adjustmen	t	nga ka da da	
References and Reference August-16	- 1		1283 E B
영화를 수학되었다. 한 것은 것은 것은 것은 것은 것이 가지 않는 것이 가지 않는 것이 같이 것이 같다.	·	Dollar	Count
3-DAY DOOR HANG			
One Time Courtesy	\$	66.00	3
3-DAY DOOR HANG Total	\$	66.00	3
DEFAULT			
One Time Courtesy	\$	322.03	22
DEFAULT Total	\$	322.03	22
DISCONNECT CHG			
New owner	\$	100.00	1
DISCONNECT CHG Total	\$	100.00	1
Grand Total	\$	488.03	26

ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR August 31, 2016

Board Of Directors Citrus Heights Water District

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

LID	CID	Charge Type	Date	Reason For Cancellation	Amount
01971		3-DAY DOOR HANG	8/1/2016	One Time Courtesy	22.00
19289	0005263	3-DAY DOOR HANG		One Time Courtesy	22.00
13758		3-DAY DOOR HANG	8/24/2016	One Time Courtesy	22.00
07723	0027524	DEFAULT	8/1/2016	One Time Courtesy	5.78
19289	0005263	DEFAULT	8/2/2016	One Time Courtesy	8.88
18511	0024854	DEFAULT		One Time Courtesy	4.21
09854	0008739	DEFAULT	8/8/2016	One Time Courtesy	5.69
07557		DEFAULT		One Time Courtesy	4.73
10748	0026232	DEFAULT	8/10/2016	One Time Courtesy	5.47
11674	0028757	DEFAULT	8/15/2016	One Time Courtesy	5.43
08148	0030330	DEFAULT	8/15/2016	One Time Courtesy	3.99
18371	0016801	DEFAULT	8/15/2016	One Time Courtesy	4.25
02867	0002615	DEFAULT	8/18/2016	One Time Courtesy	4.55
08839	0007909	DEFAULT	8/22/2016	One Time Courtesy	5.65
17353	0015316	DEFAULT	8/22/2016	One Time Courtesy	5.60
02778	0033270	DEFAULT	8/22/2016	One Time Courtesy	3.42
02991	0030919	DEFAULT	8/22/2016	One Time Courtesy	7.96
10466	0034060	DEFAULT	8/22/2016	One Time Courtesy	1.52
19918	0018344	DEFAULT	8/23/2016	One Time Courtesy	2.64
05937	0005272	DEFAULT	8/23/2016	One Time Courtesy	220.68
16936	0031198	DEFAULT	8/23/2016	One Time Courtesy	4.29
16778	0019792	DEFAULT	8/23/2016	One Time Courtesy	3.68
03289	0003006	DEFAULT	8/24/2016	One Time Courtesy	5.03
18955	0033876	DEFAULT	8/29/2016	One Time Courtesy	3.94
02122	0001898	DEFAULT	8/30/2016	One Time Courtesy	4.64
00086	0025540	DISCONNECT CHG	8/16/2016	New owner	100.00

488.03

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

Month of August 2016

Bank of the West Balance Per Bank August	2016			\$2,980,098
RECEIPTS:			1,093,920	
DISBURSEMENTS:				
Checks Issued / ACH Pa	ayments	1,365,551		
Payroll		209,165		
Returned Checks	() ()	447	1 575 1/2	(401 044)
Bank of the West		<u></u>	1,575,163	(481,244)
Balance per Bank July 31, 20	16			2,498,854
Add :Outstanding Checks				(89,737)
Less: Deposit in Transit				17,836
Balance Per Books July 31, 20	016			\$2,426,953
RECONCILEMENT:				
Bank of the West				\$2,426,953
Local Agency Investment Fu	ind			6,046,968
COP Reserve Account				533,354
Money Mkt Activity Accourt	nt			530,453
TOTAL BALANCE				\$9,537,728
CASH & INVESTMENT	SUMMARY:			
Bank of the West (Gen				\$2,426,953
Local Agency Investme	200121-2001212-200120-200120-200120-200120-2000			6,046,968
COP 2010 Reserve Acc				533,354
Money Mkt Activity A	ccount			530,453
Total				\$9,537,728
	MATURITY	INT	DEPOSIT	DATE OF LAST
INSTITUTION	DATE	RATE	AMOUNT	TRANSACTION
Local Agency Investment I	Fund Daily	0.32%	4,928.02	1/14/2016

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

SUSAN K. SOHAL, Deputy Treasurer

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ROBERT CHURCHILL, Secretary

TREASURER'S REPORT OF FUND BALANCES August 31, 2016

	S S S S S	Beginning nce 1/1/2016	Year to Date Transfers In / Collections	Year to Date Transfers Out	Tr	rrent Month ansfers In / Collections	rrent Month ransfers Out	8/31/2016 ling Balance	2016 Target Balance per Policy
Operating Fund	\$	3,611,289			\$	1,093,920	\$ (1,575,163)	\$ 3,130,046	\$1,918,930
Operating Reserve	\$	1,912,263						\$ 1,912,263	N/A
Rate Stabilization Fund	\$	634,000						\$ 634,000	\$1,000,000
Depreciation Reserve	\$	808,169					\$ (808,169)	\$ -	\$2,029,295
Capital Improvement Reserve	\$	845,857			\$	808,169		\$ 1,654,026	\$2,760,316
Restricted for Debt Service	\$	536,963						\$ 536,963	N/A
Fleet Equipment Reserve	\$	291,569						\$ 291,569	\$316,968
Employment-Related Benefits Reserve	\$	396,310						\$ 396,310	\$864,229
	\$	9,036,420	\$ -	<u>\$ -</u>	\$	1,902,089	\$ (2,383,332)	\$ 8,555,177	

CC-5

TREASURER'S REPORT OF FUND BALANCES August 31, 2016

Fund Transfers Summary:

The Depreciation Reserve Transferred:	\$ (808,169.00)	to Capital Imrpovement Reserve to delete the Depreciation Reserve as Adopted in the July 12, 2016 Board Meeting
The Operating Fund received:	\$ 1,093,920.00	from funds collected in August 2016 per Treasurer's Report
The Operating Fund transferred:	\$ (1,575,163.00)	disbursements made in August 2016 per Treasurer's Report
The Capital Improvement Reserve received:	\$ 808,169.00	from the Depreciation Reserve to delete the Depreciation Reserve as Adopted in the July 12, 2016 Board Meeting

CITRUS HEIGHTS WATER DISTRICT 2016 OPERATING EXPENDITURE VS BUDGET August 31, 2016

	August 31, 2016	orașe antesetratoriena.				
Account	Description	2016 MTD	2016 YTD	2016 Budget	Varianas	Valor of
		Expense	Expense	2016 Budget	Variance \$	Variance %
Water Demand M	lanagement					
	WATER DEMAND MANAGEMENT - POSTAGE	_		14,000	14,000	0.00/
	WATER DEMAND MANAGEMENT - PRINTING	3,761	- 6,440			0.0%
	WATER DEMAND MANAGEMENT - MATERIALS AND SUPPLIES	5,701		25,000	18,560	25.8%
	WATER DEMAND MANAGEMENT - MATERIALS AND SOTTELES	8,156	9,281	11,500	2,219	80.7%
	WATER DEMAND MANAGEMENT - OTHER	0,150	125,715	221,000	95,285	56.9%
	WATER DEMAND MANAGEMENT - INCENTIVE PROGRAMS	750	3,949	8,000	4,051	49.4%
	WHICH DEMAND MANAGEMENT CINCENTIVE PROGRAMS	750	9,425	30,000	20,575	31.4%
Operations		12,667	154,809	309,500	154,691	50.0%
perations	PURCHASED WATER		1 470 660	2 202 201	000 142	<1 00 k
	COOPERATIVE TRANSMISSION PIPELINE MAINTENANCE	-	1,478,558	2,387,701	909,143	61.9%
	POWER TO WELLS	-	-	5,000	5,000	0.0%
	WELLS - REPAIR / MAINTENANCE	13,689	81,121	244,904	163,783	33.1%
	WATER QUALITY ANALYSIS	1,494	4,826	22,000	17,174	21.9%
	-	4,839	16,497	41,000	24,503	40.2%
	FIELD MISCELLANEOUS - DUMP FEES	83	1,169	1,000	(169)	0.0%
	FIELD MISCELLANEOUS - OTHER	41	56	1,000	944	5.6%
	SMALL TOOLS - FIELD	1,950	18,542	23,400	4,858	79.2%
	SUPPLIES - FIELD	944	14,647	19,000	4,353	77.1%
	MATERIALS	3,770	169,586	6,000	(163,586)	2826.4%
	MATERIALS (Allocation to CIP)	(38,506)	(145,010)		-	0.0%
	ROADBASE	3,725	26,001	20,000	(6,001)	130.0%
	MAINTENANCE AGREEMENTS - EQUIPMENT	(1,084)	4,410	6,700	2,290	65.8%
	MAINTENANCE AGREEMENTS - SOFTWARE	4,960	128,880	134,332	5,452	95.9%
	REPAIR - FLEET EQUIPMENT	4,731	32,779	40,000	7,221	81.9%
	REPAIR - TOOLS AND EQUIPMENT	79	10,083	12,000	1,917	84.0%
	GAS AND OIL	2,761	22,537	51,000	28,463	44.2%
	EQUIPMENT RENTAL - FIELD	114	3,634	3,000	(634)	121.1%
	EQUIPMENT RENTAL & MAINT - OFFICE & BUILDING EQUIP	1,888	7,221	14,366	7,145	50.3%
	EQUIPMENT (Allocation to CIP)	(51,667)	(145,010)		,	
	PERMIT FEE - AIR QUALITY / HAZ MAT	349	2,723	5,700	2,978	47.8%
	PERMIT FEE - STATE WATER RESOURCES CONTROL BOARD (SWRCB)	-	6,618	14,000	7,382	47.3%
	PERMIT FEE - ENCROACHMENT PERMITS	445	4,653	44,000	39,347	10.6%
		(45,396)	1,744,523	3,096,103	1,061,560	56.3%
rofessional & Co	ntract Services			, ,	-, -,	
	PROFESSIONAL / CONTRACT SERVICES - ENGINEERING	-	275	20,000	19,725	1.4%
	PROFESSIONAL / CONTRACT SERVICES - TEMPORARY LABOR	4,221	61,369	50,000	(11,369)	122.7%
	PROFESSIONAL / CONTRACT SERVICES - WELLS	-		10,000	10,000	0.0%
	PROFESSIONAL / CONTRACT SERVICES - OFFICE LABOR	-	52,277	130,000	77,723	0.0%
	PROFESSIONAL /CONTRACT SERVICES - METER READING	11,656	72,859	108,960	36,101	66.9%
	PROFESSIONAL / CONTRACT SERVICES - BILL PRINT/MAIL	158	19,446	27,600	8,154	00.9% 70.5%
	PROFESSIONAL / CONTRACT SERVICES - FINANCIAL	(625)	9,520	5,000		0.0%
	PROFESSIONAL / CONTRACT SERVICES - OTHER	12,609	92,191	133,460	(4,520)	
	CONTRACT SERVICES - CONCRETE	12,009	-		41,269	69.1%
	CONTRACT SERVICES - MISC FIELD / O&M	6 925		8,000	8,000	0.0%
	CONTRACT SERVICES - MISC HEED / ORM	6,835	34,113	30,000	(4,113)	113.7%
	CONTRACT SERVICES - OFFICE REPAIRS / MAINT	272	1,534	2,000	466	76.7%
	CONTRACT SERVICES - FAVING		1,791	9,000	7,209	19.9%
dministration &	General Services	35,126	345,374	534,020	188,646	64.7%
	JANITORIAL	027	()7(
	BANK FEES	837	6,276	11,100	4,824	56.5%
		7,563	50,311	71,000	20,689	70.9%
	OFFICE EXPENSE	1,020	9,162	15,000	5,838	61.1%
	SMALL OFFICE EQUIPMENT	(2,725)	2,362	2,000	(362)	118.1%
	DUES & SUBSCRIPTIONS	208	94,601	112,210	17,609	84.3%
	POSTAGE	13,148	82,852	103,000	20,148	80.4%
	PRINTING	212	915	7,700	6,785	11.9%
	TELEPHONE - WIRELESS	962	9,181	16,800	7,619	54.7%
	TELEPHONE - LOCAL / LONG DISTANCE	1,775	16,558	12,500	(4,058)	132.5%
	TELEPHONE - ANSWERING SERVICE	209	1,328	2,400	1,072	55.3%
	UTILITIES	1,146	13,117	19,700	6,583	66.6%

CITRUS HEIGHTS WATER DISTRICT 2016 OPERATING EXPENDITURE VS BUDGET August 31, 2016

Account	Description	2016 MTD Expense	2016 YTD Expense	2016 Budget	Variance \$	Variance %
	LEGAL & AUDIT	-	47,981	78,900	30,919	60.8%
	CONTINUED EDUCATION	605	25,124	45,780	20,656	54.9%
	PUBLICATION NOTICES	76	536	1,500	964	35.7%
	OFFICE MISC - DISTRICT EVENTS	401	2,963	5,110	2,147	58.0%
	OFFICE MISC - MEETING ACCOMODATIONS	238	1,428	2,000	572	71.49
	OFFICE MISC - OTHER	616	1,864	2,200	336	84.7%
	OFFICE MISC - MILESTONE EVENTS	359	359	5,100	4,741	7.0%
	BAD DEBT EXPENSE	1,776	3,052	5,000	1,948	61.09
	COMPUTER SOFTWARE	-	400	3,700	3,300	10.89
		28,427	370,371	522,700	152,330	70.9%
dministration O						
	ELECTION EXPENSE	-	-	29,000	29,000	0.0%
	DIRECTORS MEETING COMPENSATION	870	8,845	20,300	11,455	43.6%
	RETIREE HEALTH CARE BENEFIT	3,201	24,158	43,547	19,389	55.5%
Salary & Benefits		4,071	33,003	92,847	59,844	35.5%
anary & Denemas	SALARY - GENERAL MANAGER	14,021	119,141	202.864	173 713	10 70
	SALARY - MANAGER (3 authorized positions)			292,854	173,713	40.7%
	SALARY - OFFICE (6 authorized positions)	11,427	170,651	375,083	204,432	45.5%
	SALARY - WATER DEMAND MANAGEMENT (2 authorized positions)	30,345 12,939	157,945	454,100	296,156	34.8%
	SALARY - FIELD / O&M (15 authorized positions)		99,289	156,088	56,799	63.6%
	STANDBY DUTY	91,891	709,950	1,118,893	408,944	63.5%
	SALARY - ENGENEERING	1,380	11,640	17,940	6,300	64.9%
	EMPLOYEE BENEFIT - VISION INSURANCE	18,905	121,147	315,145	-	0.0%
	EMPLOYEE BENEFIT - VISION INSURANCE	825	8,032	5,100	(2,932)	157.5%
		3,262	36,479	43,200	6,721	84.4%
	EMPLOYEE BENEFIT - HEALTH INSURANCE	30,097	248,578	375,272	126,694	66.2%
	EMPLOYEE BENEFIT - PERS RETIREMENT EMPLOYEE BENEFIT - SOCIAL SECURITY	12,950	361,645	422,554	60,909	85.6%
		12,089	96,826	153,444	56,618	63.1%
	EMPLOYEE BENEFIT - MEDICARE	2,918	22,735	35,886	13,151	63.4%
	EMPLOYEE BENEFIT - UNEMPLOYMENT INSURANCE	95	6,234	7,875	1,641	79.2%
	EMPLOYEE BENEFIT - HEALTH INSURANCE REIMBURSEMENT	2,064	20,337	26,000	5,663	78.2%
	EMPLOYEE SALARY & BENEFITS - (Allocation to CIP)	(78,591)	(353,840)	(339,867)	13,973	104.1%
isurance		166,618	1,836,789	3,459,568	1,428,781	53.1%
	INSURANCE - LIABILITY & COMPREHENSIVE	-	61,648	75,300	13,652	81.9%
	INSURANCE - DISABILITY & LIFE	2,230	21,575	28,300	6,725	76.2%
	INSURANCE - WORKER'S COMPENSATION	-	28,862	54,319	25,457	53.1%
		2,230	112,084	157,919	45,834	71.0%
eserves & Debt						
	RATE STABLIZATION RESERVE	*	-	100,000	100,000	0.0%
	DEPRECIATION RESERVE	-	-	1,001,744	1,001,744	0.0%
	CAPITAL IMPROVEMENT RESERVE	-	-	1,000,000	1,000,000	0.0%
	DEBT SERVICE - COP SERIES 2010	-	50,503	571,200	520,697	8.8%
	DEBT SERVICE - COP SERIES 2012	-	168,871	169,063	192	99.9%
		-	219,373.32	2,842,007	2,622,634	7.7%
		\$ 203,743	\$ 4,816,326	\$ 11,014,664	\$ 5,714,320	43.73%

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			Budg	et		Remaining Commitments		Amounts Palo	1	Remaining Projections
Project No.	Description	Total Project Budget	Adopted Budget 2016	Expenditures to 12/2015	Total Remaining Commitments	Current Upaid Committed	Month to Date	Year to Date	Project to date	2017
2015-31	Baird Way 12" Water Main Replacement Project	504,283		5,698	498,586		CONTRACTOR OF T	9,677	15,375	476,781
2015-32	Graham Circle 6" and Circuit Drive 8" Water Main Replacement Project			-	-	-	-	-	-	470,781
2015-33	Highland Avenue 8" Main Replacement and Rosa Vista Avenue 8" Main Installation Project	396,672	24,619	-	396,672	_	_		-	372,053
2015-34	Michigan Drive 8" / 6" Water Main Replacement Project			-		-			-	572,053
2015-35	Sunrise Blvd Streetscape Phase III			162,183	(162,183)	-	l <u>.</u>	1,083	163,266	
2015-36	Sylvan Road Street Improvements			4,161	(4,161)	-		1,005	4,161	
2016-31	Wind Way 8-Inch and Longwood Way 6-Inch Water Main Replacements	324,446		-	324,446		-	_	4,101	
2016-34	Auburn Blvd - Rusch Park to Placer County Line	158,252	8,968	-	158,252		_	_	-	323,446
Distribution M	fains - Replacement	1,383,653	33,587	172.041	728,914	1.000.000.000	STANDARS NO.	10,760	182,801	1,172,280
2016-14	Fire Hydrants - Replacements / Upgrades / Infill / New	147.092	147.092	-	147,092	-	13,247	76,445	76,445	1,172,200
Fire Hydrants	- Replacements/Upgrades/New	147,092	147,092	en e	147,092	- 6	13,247	76,445	76,445	
2015-02	Annual Corporation Yard Improvements/Replacements	109,500	109,500	-	109,500			17,082		
2016-03	Annual Fleet and Field Operations Equipment Improvements/Replacements	32,200	32,200	-	32,200	Ĵ		•	17,082	-
2015-04	Annual Technology Hardware and Software Improvements/Replacements	750,000	300,000	3,356	746,644	-	-	48,600	48,600	75,000
2016-04	Annual Technology Hardware and Software Improvements/Replacements	38,934	38,934	5,550	38,934	-	-	25,692	29,049	450,000
	Water Main Pipeline Replacements	28,465	28,465	-	28,465	-	-	46,738	46,738	-
	Water Valve Replacements	91,281	91,281	-		-	-	14,613	14,613	-
	Water Service Replacements	757,685	757,685	-	91,281	-	-	78,044	78,044	-
2015-38	Mariposa Avenue 12" Water Main Replacement Project	27,111			757,685	-	27,497	385,010	385,010	-
2015-39	Cal Am Inter Connection	27,111	27,111	-	27,111	-	-	-	-	•
2016-40	Other City Partnership Opportunities	99,057	00.057	4,064	(4,064)	-	-	-	4,064	-
2016-41	Other Miscellaneous Infrastructure Projects	99,057	99,057	-	99,057	-	-	-	-	149,284
Miscellaneous		2,033,290	99,057	- 	99,057	• With the Antonia State of t	- 100-0000 <u>00101</u> 84000000	-	-	-
and all income and an and an an and an and	Administration Building Expansion / Renovation Project	2,055,290	1,583,290	7,420	2,025,870	•	27,497	615,781	623,201	674,284
	Other Miscellaneous Infrastructure Projects - Admin Building Extension	100.000		1,205,171	-	-	-	4,785	1,209,957	-
	Projects - Facilities	100,000	100,000	1,205,171	n a shi ku shekeri s	100000000 1 000	• 	79,823	79,823	
the second s	San Juan High School 24" North Property Line Transmission Main Installation	483,671	225,591			NEX SERVICE A COLOR OF COLOR OF COLOR	el esta en el com	84,608	1,289,779	•
	San Juan Park 12" Water Main Installation - 5555 Mariposa Avenue to UC Davis Medical	403,071	225,591	312,473	171,198	-	-	98,156	410,628	
2014-36	Center	348,800	198,842	177 620	171 170					
2015-30	Poplar Avenue 14" Transmission Main Installation	112,335	198,842 99,655	177,630	171,170	-	-	67,773	245,402	-
Fransmission		944,806	524,088	4,756	107,579	Vilenna standarske stander	- 19100000000000000000000000000000000000	7,961	12,717	-
and the second	Mariposa Avenue 18" & 8" Sycamore Drive to Pratt Avenue	344,000	524,000	494,858	449,948	1999 (1999 * 199	•	173,889	668,747	•
	Mariposa Avenue 12-inch Mains	F 22 700	500 700	414,356	-	-	-	15,769	430,125	-
	Limerick Way 8-Inch Main Replacements	533,706	533,706	10,214	523,493	- 1	5,823	421,764	431,978	
	Mains - New and Distribution Mains - Replacement	239,415	239,415	- 		-	89,141	209,423	209,423	
	Water Meter Replacements	773,121	773,121	424,570	523,493	•	94,964	646,956	1,071,526	•
Water Meters	water weter replacements	53,158	53,158	-	53,158	-	19,209	47,368	47,368	-
	Fair Way 12" x 8" Interconnection w/ RV	53,158	53,158	a state and the second second	53,158	-	19,209	47,368	47,368	•
		28,105	28,105	-	28,105	-	•	-	-	-
	Blossom Hill Drive 6" x 10" Interconnection w/ RV	25,480	25,480	-	25,480	-	-	-	-	-
1	Crestmont Avenue 6" Interconnection w/ RV	19,980	19,980	-	19,980	-		-	-	-
1	Skycrest Skycrest Construction	2,081,569	-	2,145,695		-	553	242,170	2,387,865	
1	Groundwater Well Improvements	48,900	48,900	-	48,900	-	-	117,673	117,673	-
nen bore menter de biaraise de	C-Bar-C Pressure Control Station	200,000	200,000	-	200,000	-	-	-	-	
valer wieters -	- Emergency Intertie Water Meters	2,404,034	322,465	2,145,695	322,465		553	359,843	2,505,538	
	Grand Total	7,739,154	3,436,801	4,449,756	4,250,939	-	155,470	2,015,651	6,465,406	1,846,564

AUGUST 2016 WARRANTS

61971	ACWA/JPIA	Workers Comp Insurance	\$12,934.00
61972	Albietz Law Firm	Legal & Audit	\$13,425.61
61973	Area West Engineers Inc	Contract Services-Engineering	\$9,677.25
61974	Civil Engineering Construction, Inc.	Contract Services-Miscellaneous	\$332,243.50
61975	Corix Water Products, Inc	Material	\$18,564.21
61976	Corporate Design Group Inc	Contract Services-Other	\$14,034.00
61977	Elk Grove Auto Group Inc	Fixed Assets	\$48,600.00
61978	Proud AV Inc	Contract Services-Other	\$15,779.28
61979	RW Trucking	Contract Services-Miscellaneous	\$8,811.26
61980	Regional Water Authority	Dues & Subscriptions	\$63,794.00
61981	San Juan Water District	Purchased Water	\$582,668.12
61982	Sacramento Groundwater Authority	Dues & Subscriptions	\$30,411.00
61983	SMUD	Utilities	\$8,523.33
61984	US Bank I.M.P.A.C. Government Services	See August Agenda ItemCC-8	\$8,399.63
61985	Jon E/Theresia M Tregarthen	Customer Refund	\$146.41
61986	Ruth M Holland	Customer Refund	\$165.72
61987	Robert/Adriana Jenson	Customer Refund	\$69.22
61988	Hemma Patel	Customer Refund	\$13.20
61989	AFLAC	Employee Paid Insurance	\$362.66
61990	Bart/Riebes Auto Parts	Repair-Trucks	\$302.00
61991	Blueline Rental	Equipment Rental-Field	\$5,942.09
61992	Robert A Churchill	Continued Education	\$3,942.09 \$7.44
61993	Cybex	Equipment Rental-Office	
61994	Dawson Oil Company	Gas & Oil	\$139.45 \$1,028.58
61995	Hach Company	Wells Maintenance	\$1,028.38 \$90.44
61996	Integrity Administrators Inc	Health Insurance	
61997	J4 Systems	Contract Services-Other	\$288.75
61998	Moonlight BPO	Contract Services Bill Print/Mail	\$600.00
61999	Pace Supply Corp	Material	\$2,106.54
62000	Proud AV Inc	Contract Services-Other	\$313.51
62001	Regional San	Permit Fees	\$1,021.08
62002	Sonitrol		\$800.00
62002 62003	State Water Resources Control Board	Equipment Rental-Office	\$162.27
62003 62004	A. Teichert & Son, Inc.	Dues & Subscriptions	\$105.00
62004 62005	Jason E Tupper	Road Base Continued Education	\$7,740.17
62003 62006	Jacob R/Linda Neatherlin		\$60.00
62007		Customer Refund	\$118.90
62008	Nikki Wymore/Shauna Young Jack E McMillan	Customer Refund	\$58.98
62008 62009		Customer Refund	\$6.03
62009	Gianfranco J/Mildred L Maglietta	Customer Refund	\$75.39
	James L/Kami L Greenly	Customer Refund	\$112.01
62011	Steeve R Gelbond	Customer Refund	\$62.95
62012	Thomas/Kelly Hardeay	Customer Refund	\$170.10
62013	Mark J Simpson	Customer Refund	\$6.34
62014	Adrian Rodriguez	Customer Refund	\$7.58
62015	Matthew S Rugg	Customer Refund	\$100.67
62016	Amelia West	Customer Refund	\$8.47
62017	Umer Malik	Customer Refund	\$5.33
62018	Newland Entities, Inc.	Customer Refund	\$1,503.70
62019	Custom Grading	Customer Refund	\$1,417.08
62020	AnswerNet	Telephone-Answering Service	\$209.24
62021	Axcient Inc	Maintenance Agreement- Software	\$444.30
62022	Burketts	Office Expense	\$86.56
62023	California Landscape Associates Inc	Janitorial	\$200.00
62024	Robin Cope	Health Insurance	\$402.00

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62025 Corelogic Information Solutions Inc 62026 Corix Water Products, Inc 62027 Coverall North America Inc 62028 County of Sacramento 62029 County of Sacramento 62030 **Employee Relations Inc** 62031 Future Ford 62032 Gaynor Telesystems Incorporated 62033 Ferguson Enterprises Inc #1423 62034 Brian M Hensley 62035 J&J Locksmiths 62036 J4 Systems 62037 **KBA DOCUSYS** 62038 **KBA** Docusys Inc 62039 Moonlight BPO 62040 One Print Source & Graphics 62041 Protection One Alarm Monitoring 62042 Republic Services #922 62043 Virginia Salomon 62044 SHI International Corp 62045 SureWest Directories 62046 Trench Plate Rental Co TriFresh Technologies, Inc. 62047 62048 Twin Home Services 62049 Magill Family 1998 Revocable Trust Amy B Geiger 62050 62051 Rafael/Adriana Quintero 62052 Vicky S Murray 62053 Randolph/Mazie Roxx 62054 Aldea Homes Inc 62055 ABA DABA Rentals & Sales 62056 AIA Services, LLC/NDS 62057 Alexander's Contract Services 62058 All Cal Disinfectant 62059 AREA Restroom Solutions 62060 Bryce Consulting, Inc 62061 **BSK Associates** 62062 Caltronics Business System 62063 Consolidated 62064 Corix Water Products, Inc 62065 Robyn J Evans 62066 Gaynor Telesystems Incorporated 62067 Innovyze 62068 J4 Systems 62069 Moonlight BPO 62070 Office Depot 62071 Pace Supply Corp 62072 Shauna Lea 62073 Titan Workforce LLC 62074 Wallace Kuhl & Associates Inc 62075 Magill Family 1998 Revocable Trust 62076 Delmenico Family Trust 62077 Richard T/Patricia B Brennan 62078 Rudolfo Prado III 62079 David/Nancy Illig 62080 Igor/Natalia Bugaescu 62081 ABA DABA Rentals & Sales 62082 AIA Services, LLC/NDS

Dues & Subscriptions	\$207.83
Material	\$550.81
Janitorial	\$450.00
Permit Fees	\$698.00
Permit Fees	\$265.20
Contract Services-Other	\$22.75
Repair-Trucks	\$94.76
Fixed Assets	\$158.00
Material	\$662.35
Continued Education	\$356.00
Contract Services-Repair Maintenance	\$272.12
Contract Services-Other	\$4,010.00
Contract Services-Equipment	\$18.84
Equip Rent-Office	\$343.43
Contract Services-Bill Print/Mail	\$3.093.96
Printing	\$165.69
Equip Rent-Office	\$140.00
Utilities	\$201.17
Liabilty & Comp Insurance	\$170.00
Maintenance Agreement- Software	\$154.56
Telephone-Local/Long Distance	\$49.00
Equipment Rental-Field	\$69.40
Wells Maintenance	\$1,161.60
Janitorial	\$95.00
Customer Refund	\$168.48
Customer Refund	\$67.38
Customer Refund	\$70.98
Customer Refund	\$82.24
Customer Refund	\$216.58
Customer Refund	\$162.53
Supplies-Field	\$477.16
Water Conservation-Material/Supplies	\$148.06
Contract Services-Meter Read	\$3,440.45
Field Miscellaneous	\$1,600.00
Equipment Rental- Field	\$114.34
Legal & Audit	\$1,360.00
Water Analysis	\$760.00
Small Office Equipment	\$211.90
Telephone-Local/Long Distance	\$1,726.11
Material	\$124.21
Continued Education	\$100.26
Fixed Assets	\$1,215.32
Maintenance Agreement- Software	\$1,500.00
Contract Services-Other	\$4,408.14
Contract Services-Bill Print/Mail	\$1,410.91
Office Expense	\$135.83
Material	\$130.18
Office Miscellaneous	\$50.00
Contract Services-Temporary Labor	\$4,149.79
Contract Services-Miscellaneous	\$902.50
Customer Refund	\$34.61
Customer Refund	\$9.44
Customer Refund	\$108.58
Customer Refund	\$12.91
Customer Refund	\$130.41
Customer Refund	\$24.17
Supplies-Field	\$346.30
Water Conservation-Material/Supplies	\$65.02

62083	Alexander's Contract Services
62084	Astral Communications Inc
62085	Bennett Engineering Services, Inc
62086	BSK Associates
62087	Burketts
62088	Corporate Design Group Inc
62089	Sacramento County Utilities
62090	Dawson Oil Company
62091	Ferguson Enterprises Inc #1423
62092	Hach Company
62093	Kaiser Foundation Health Plan, Inc
62094	Lehr Auto Electric
62095	Moonlight BPO
62096	One Print Source & Graphics
62097	Pace Supply Corp
62098	Petty Cash
62099	Red Wing Shoe Store
62100	SMUD
62101	Sonsray Machinery, LLC
62102	Sophos Solutions
62103	State Water Resources Control Board
62104	A. Teichert & Son, Inc.
62105	Verizon Wireless
62106	Voyager Fleet Systems Inc
62107	World Environment & Energy Inc
62108	Zee Medical Company
62109	Barbara J Amptmann
62110	Marcia or Herman Caldwell
62111	Melanie M Hirsch
62112	Timothy J/Colleen D Strazzo
62113	Dorothy L Osgood
62114	Stan Frank
62115	Vasiliy/Natalya Bokoch
62116	Blue Sky Fund LLC
62117	Oleksandr Huzovatyy
62118	Absolute Secured Shredding Inc
62119	AFLAC
62120	Bart/Riebes Auto Parts
62121	BSK Associates
62122	City of Citrus Heights
62123	Gaynor Telesystems Incorporated
62124	Integrity Administrators Inc
62125	J4 Systems
62126	K & B Electric Inc
62127 62128	KASL Consulting Engineers
62128	Kei Window Cleaning #12
62129	Ernest L Leporini The Lincoln National Life Incomment
62130	The Lincoln National Life Insurance Company Titan Workforce LLC
62131	
62132	US Bank I.M.P.A.C. Government Services
Total	Water Education Foundation
ivial	
АСН	Paychey Service Foo Amount 2016
АСН	Paychex Service Fee August 2016 BOW IIILY 2016

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BOW JULY 2016

Contract Services-Meter Read	\$2,739.01
Telephone-Wireless	\$1,178.00
Contract Services-Engineering	\$766.00
Water Analysis	\$2,952.00
Office Expense	\$84.66
Contract Services-Other	\$540.68
Utilities	\$181.93
Gas & Oil	\$1,191.24
Material	\$2,079.00
Wells Maintenance	\$82.59
Health Insurance	\$14,287.76
Repair-Trucks	\$3,326.75
Contract Services-Bill Print/Mail	\$6,771.70
Printing	\$46.44
Material	\$255.69
Petty Cash	\$150.60
Small Tools	\$390.11
Utilities	\$4,655.33
Fixed Assets	\$1,686.79
Contract Services-Other	\$2,960.00
Dues & Subscriptions	\$60.00
Road Base	\$842.14
Telephone-Wireless	\$962.40
Gas & Oil	\$1,635.23
Contract Services-Miscellaneous	\$375.00
Supplies-Field	\$154.68
Toilet Rebate Program	\$150.00
Toilet Rebate Program	\$75.00
Toilet Rebate Program	\$75.00
Customer Refund	\$10.75
Customer Refund	\$60.54
Customer Refund	\$849.04
Customer Refund	\$1,310.07
Customer Refund	\$71.37
Customer Refund	\$72.72
Equipment Rental-Office	\$40.00
Employee Paid Insurance	\$362.66
Repair-Trucks	\$19.11
Water Analysis	\$840.00
Permit Fees	\$1,036.00
Fixed Assets	\$1,021.47
Health Insurance	\$288.75
Contract Services-Other	\$240,00
Contract Services-Miscellaneous	\$1,658.00
Contract Services-Engineering	\$646.00
Janitorial	\$92.00
Contract Services-Engineering	\$1,980.00
Disability & Life Insurance	\$6,408.94
Contract Services-Temporary Labor	\$2,243.20
Continued Education	\$4,905.06
Dues & Subscriptions	\$1,323.00
·	\$1,309,060.53
Contract Services-Other	\$376.20
Bank Fee	\$2,368.04
	<i>φ</i> 2,300.04

ACH	JULY 2016 FD	Bank Fee	\$247.43
ACH	JULY 2016 PH	Bank Fee	\$216.14
ACH	JULY 2016 WEB	Bank Fee	\$4.731.86
ACH	PAYCHEX Service Fee July 2016	Contract Services-Other	\$376.20
ACH	WHA Sept 2016	Health Insurance	\$16,907.59
ACH	VALIC 8/11/16 PAYDAY	Deferred Compensation	\$3,270.00
ACH	VALIC 8/25/16 PAYDAY	Deferred Compensation	\$3.370.00
ACH	VANCO JULY 2016	Contract Services-Other	\$82.60
ACH	VOYA 8/11/16 PAYDAY	Deferred Compensation	\$45.00
ACH	VOYA 8/25/16 PAYDAY	Deferred Compensation	\$45.00
ACH	PERS PAYDAY 8/11/16	PERS	\$14,364.29
ACH	PERS PAYDAY 8/25/16	PERS	\$14,373.06
Total			\$60,773.41
Grand Tot	tal		\$1,369,833.94

September Checks Approved at September Board Meeting

62136 Rawles Engineering Inc	
62137 SMUD	
62134 Yong Cha Talbert	
62135 Civil Engineering Constructi	on, Inc.

Contract Services-Miscellaneous	\$9,570.00
Utilities	\$9,796.42
Customer Refund	\$10,948.00
Contract Services-Miscellaneous	\$45,530.36
	\$75,844.78

US BANK - CAL-Card Distributions

August 2016 i/users/ap/CalCard/(current year) -Distribution for monthly payment xts

//users/ap/CalCard/(current year) -Distribution for monthly payment.xls

	TOTAL													
	BILL	52300-02	54210	54211	54231-02	54241-01	54241-02	56200	56230	56830	56890-01	56890-02	56890-03	56890-04
\$0.00		Wells Main	Tools	Supplies	Main Agree Software	Repair Truck	Repair - Equip/Hardwar e	Office Exp	Postage	C.E.	Office Misc, District Event	Mtg Accom	Office Misc, Other	Office Misc. Milestone Events
Churchill	\$ 115.00		Т				T		Г	115.00		<u>г</u>		
Cutler	\$ 104.87			104.87								[
Dains	\$ -		Ī	· ·										
Dietrich	\$ 33.00											33.00		
Evans	\$ 2,996.48	332.36	1,116.22	410.52		421.39	78.63	209.23			400.77	27.36		
Gordon	\$ -			1							1001/1	27.00		
Hensley	\$ 102.34			59.15				43.19						
Riehle	\$ -						1							
Sheehan	\$ -													
Shockley	\$ 984.47							63.09		40.00		113.12	459.26	309.00
Smoot	\$ 198.35								148.35				50.00	000.00
Straus	\$ 370.55				250.00	47.96	1						72.59	
2016	\$ 4,905.06	332.36	1,116.22	574.54	250.00	469.35	78.63	315.51	148.35	155.00	400.77	173.48	581.85	309.00

2016

Date: 8/31/16

Citrus Heights Water District 2016 Officer Training Courses/Seminars/Conferences

as of	9/7/2016
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Date	Days	Торіс	Sponser	Location	Attendee	Total Expenses	Registration	Hotel	Air/Travel	Car rental	Meals	Parking/Taxi/ phone
03/21/16	3	Spring Conference	AWWA CA/NV	Sacramento	Hilary Straus	445.00	445.00					
03/21/16	3	Spring Conference	AWWA CA/NV	Sacramento	Robert Churchill	445.00	445.00					
03/21/16	3	Spring Conference	AWWA CA/NV	Sacramento	David Gordon	445.00	445.00					
05/01/16	2	Spring Conference	ACWA	Monterey	Robert Churchill	1,702.92	695.00	896.92			111.00	
05/01/16	2	Spring Conference	ACWA	Monterey	Hilary Straus	1,691.92	695.00	896.92			93.00	7.00
05/11/16	3	General Manager Leadership Summit	CSDA	North Lake Ta	hc Hilary Straus	1,304.09	725.00	579.09				
						0.00						
						0.00						
						0.00						
						0.00						
						0.00						
					Grand Total	6,033,93						

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Citrus Heights Water District 2016 Employee Training Courses/Seminars/Conferences

as of 9/7/2016

Date	Days	Торіс	Sponser	Location	Attendee	Total Expenses	Registration	Hotel	Air/Travel	Car rental	Meals	Parking/Taxi
03/21/16	3	Spring Conference	AWWA CA/NV	Sacramento	Tim Cutler	445.00	445.00					piterie
03/28/16	4	Esri User Conference	Esri	San Diego	Borey Swing	1,565.62		955.70	343.98	24.50	169,44	72.00
05/11/16	5	GOFA Conference	GFOA	Toronto Canada	Susan Sohal	1,550.95	320.00		614.01	284.32	125.57	207.05
05/12/16	1	CUWCC Peer to Peer 2016	CUWCC	San Francisco	Rex Meurer	445.45	125.00	320.45				
06/22/16	4	Board Secretary/Clerk Conference	CSDA	Seaside	Lisa Smoot	1,172.44	675.00	497.44				
06/22/16	4	Board Secretary/Clerk Conference	CSDA	Seaside	Beth Shockley	1,172.44	675.00	497.44				
06/28/16	3	CalPers Education Forum	PERS	Riverside	Susan Sohal	1,166.72	350.00	611.76	204,96			
06/28/16	1	HR Boot Camp for Special Districts	CSDA	El Dorado Hills	Lisa Smoot	225.00	225.00					
06/29/16	2	HR Boot Camp for Special Districts	CSDA	El Dorado Hills	Beth Shockley	225.00	225.00					
07/06/16	1	Financial Management for Special Districts	CSDA	El Dorado Hills	Susan Sohal	225.00	225.00					
					Grand Total	8,193.62	3265.00	2882.79	1162.95	308.82	295.01	279.05
Citrus Heights Water District 2016 Employee Training Courses/Seminars/Conferences

as of 9/7/2016

Date	Days	Торіс	Sponser	Location	Attendee	Total Expenses	Registration	Hotel	Air/Travel	Car rental	Meals	Parking/Taxi phone
03/21/16	3	Spring Conference	AWWA CA/NV	Sacramento	Tim Cutler	445.00	445.00					
03/28/16	4	Esri User Conference	Esri	San Diego	Borey Swing	1,565.62		955.70	343,98	24.50	169.44	72.00
05/11/16	5	GOFA Conference	GFOA	Toronto Canada	Susan Sohal	1,550,95	320.00		614.01	284.32	125.57	207.05
05/12/16	1	CUWCC Peer to Peer 2016	CUWCC	San Francisco	Rex Meurer	445.45	125.00	320.45				
05/26/16	5	Water Smart Innovations Conference	Water Smart Inr	Las Vegas	Rex Meurer	609,96	370.00		239.96			
06/22/16	4	Board Secretary/Clerk Conference	CSDA	Seaside	Lisa Smoot	1,172,44	675.00	497.44				
06/22/16	4	Board Secretary/Clerk Conference	CSDA	Seaside	Beth Shockley	1,172,44	675.00	497.44				
06/28/16	3	CalPers Education Forum	PERS	Riverside	Susan Sohal	1,166,72	350.00	611.76	204.96			
06/28/16	1	HR Boot Camp for Special Districts	CSDA	El Dorado Hills	Lisa Smoot	225.00	225.00					
06/29/16	2	HR Boot Camp for Special Districts	CSDA	El Dorado Hills	Beth Shockley	225.00	225.00					
07/06/16	1	Financial Management for Special Districts	CSDA	El Dorado Hills	Susan Sohal	225.00	225.00					
08/24/16	4	Parma Conference	Parma	Anaheim	Beth Shockley	887.00	320.00	567.00				
08/24/16	4	Parma Conference	Parma	Anaheim	Lisa Smoot		320.00	567.00				

Grand Total

9,690.58

4275.00

4016.79

1402.91

308.82

295.01

279.05

September 13, 2016 - AGENDA ITEM: CC-10

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: SOUTHGROVE DRIVE SURPLUS PROPERTY SALE
STATUS	: Action Item
REPORT DATE	: September 7, 2016
PREPARED BY	: Robert A. Churchill, General Manager

OBJECTIVE:

Consider approval of Resolution 22-2016 authorizing the recording of a lot line adjustment to delineate the new lot lines between the District's Skycrest Well property and the property of Mark S. Mitchell and Linda G. Mitchell, and

Consider approval of Resolution 23-2016 authorizing execution of a Grant Deed for sale of 0.128 acres of surplus real property to Mark S. Mitchell and Linda G. Mitchell; and

Consider adoption of Resolution 24-2016 authorizing execution of a Grant Deed by and between Citrus Heights Water District for the resulting 1.172 acre Skycrest Well property.

BACKGROUND AND ANALYSIS:

As approved at the October 14, 2014 Board of Directors Meeting, the District agreed to sell a small portion of its 1.3 acre property located at 5640 Southgrove Drive to Mark S. and Linda G. Mitchell for \$3,500. Legal Counsel Albietz reviewed the proposal and has cited a section of the Government Code that permits the District to sell surplus land to an adjacent property owner if said land has no public access, is less than 10,000 square feet, and is contiguous to only one adjacent property. All of these conditions apply to this transaction. This small 0.128 acre portion of the District's Skycrest Well site and is not needed for the groundwater well project and due to the topography of the land proposed as surplus, incorporating it land into the project would be problematic and costly.

A Lot line Adjustment to facilitate this transaction has been approved by the City of Citrus Heights and will be recorded concurrently with the Grant Deed from the District to the Mitchells.

Additionally, as required by the Sacramento County Assessor's Office, the District must grant to itself the resulting remainder 1.172 acres of land.

Similarly, although not an action of the District Mark S. and Linda G. Mitchell will need to similarly grant to themselves their resulting property that has increased in size by 0.128 acres.

<u>RECOMMENDATION</u>:

- Adopt Resolution 22-2016 authorizing the recording of a lot line adjustment to delineate the new lot lines between the District's Skycrest Well property and the property of Mark S. Mitchell and Linda G. Mitchell.
- b. Adopt Resolution 23-2016 authorizing execution of a Grant Deed for sale of 0.128 acres of surplus real property to Mark S. Mitchell and Linda G. Mitchell.

c. Adopt Resolution 24-2016 authorizing execution of a Grant Deed by and between Citrus Heights Water District for the resulting 1.172 acre Skycrest Well property.

ACTION:

Moved by Director	, Seconded b	y Director	•	Carried	
2	······································	/	and the second se		

ATTACHMENT A

Resolution 22-2016 Authorizing a Lot Line Adjustment

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 22-2016



RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT AUTHORIZING RECORDING OF A LOT LINE ADJUSTMENT

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (DISTRICT) is the owner of that certain 56,619 square feet (1.300 acres) more or less of real property at 5640 Southgrove Drive in Citrus Heights, California, further identified by Sacramento County Assessor's Parcel Number 233-0060-007-0000; and

WHEREAS, pursuant to DISTRICT Resolution 10-2014 adopted October 14, 2014, the DISTRICT determined that 5,545 square feet (0.127 acres) more or less of said real property is surplus land and not needed by the DISTRICT due to its location and topography and pursuant to Government Code Section 54221 (e) (2) (C), agreed to sell said surplus land to Mark S. and Linda G. Mitchell (MITCHELL) located at 7540 Wells Avenue in Citrus Heights, California, further identified by Sacramento County Assessor's Parcel Number 233-0060-005-0000 for the sum of \$3,500.00; and

WHEREAS, a minor correction to the legal description of the surplus land has determined that it is 5,555 square feet (0.128 acres) more or less; and

WHEREAS, a Lot Line Adjustment is necessary to delineate the new lot lines between the DISTRICT and MITCHELL parcels; and

WHEREAS, the City of Citrus Heights has granted approval dated October 6, 2015 that said Lot Line Adjustment – LLA-15-0002 may be legally recorded.

THEREFORE BE IT RESOLVED that the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT approves the Lot Line Adjustment – LLA-15-0002 and authorizes and consents to the recording of same.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 13th day of September, 2016 by the following vote, to-wit:

Directors:	Dains, Sheehan, Riehle
Directors:	None
Directors:	None
Directors:	None
	Directors: Directors:

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

ATTEST:

ROBERT A. CHURCHILL, Secretary

SEAL

CERTIFICATION

I, ROBERT A. CHURCHILL, the duly and regularly appointed Secretary of the CITRUS HEIGHTS WATER DISTRICT, hereby certify and acknowledge that the foregoing Resolution 22-2016 was duly and regularly passed and adopted at a meeting of said Board of Directors at Citrus Heights, California on September 13, 2016, an original of which is on file at the Administrative Office of the Citrus Heights Water District and duly and regularly entered into the official records of proceedings of the Board of Directors of CITRUS HEIGHTS WATER DISTRICT.

SEAL

DRAFT

DATE: September 13, 2016

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

WHEN RECORDED PLEASE MAIL TO:

CITY OF CITRUS HEIGHTS GENERAL SERVICES DEPARTMENT 7927 Auburn Boulevard Citrus Heights, CA 95610

RECORDING REQUESTED BY:

Citrus Heights Water District P.O Box 286 Citrus Heights, CA 95611-0286

Project Name: Lot Line Adjustment 15-0002 5640 South Grove Dr. & 7540 Wells Ave.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LOT LINE ADJUSTMENT - LLA-15-0002

OWNER (S):	PARCEL 1 Mark S. Mitchell and Linda G. Mitchell 7540 Wells Avenue Citrus Heights, CA 95610	PARCEL 2 Citrus Heights Water District 5640 Southgrove Drive Citrus Heights, CA 95610
	onido Holgino, Ori 95010	Childs Heights, CA 95010

APPLICANT: Robert A. Churchill, General Manager Citrus Heights Water District P.O Box 286 Citrus Heights, CA 95611-0286

CIVIL ENGINEER/

LAND SURVEYOR: John C. Scroggs, P.E. (C 26388) KASL Consulting Engineers 7777 Greenback Lane Citrus Heights, CA 95610

ASSESSOR'S

PARCEL	
NUMBERS:	233-0060-005-0000 (PARCEL 1)
	233-0060-007-0000 (PARCEL 2)

LOCATION: PARCELS are located on the south corner of Southgrove Drive and Wells Avenue in the City of Citrus Heights. **DESCRIPTION:** See the attached legal descriptions and plat for the Parcels labeled EXHIBIT A and EXHIBIT B.

WHEREAS, a request has been submitted to adjust lines common to said parcels as identified by the parcel description listed above, and;

WHEREAS, the requested adjustment is made for the purpose of increasing the lot size of Parcels 1, and;

WHEREAS, no additional lot is being created, and;

WHEREAS, the requested adjustment does not result in a violation of any City Ordinance, and;

WHEREAS, the requested adjustment does not result in a violation of the Subdivision Map Act.

NOW, THEREFORE, BE IT KNOWN, that the City Engineer and the Community and Economic Development Director of the City of Citrus Heights, County of Sacramento, State of California, hereby grants approval that said property line adjustment may be legally recorded.

BE IT ALSO KNOWN that if the applicant does not take all necessary steps to record said lot line adjustment at the County Recorder's Office within one year from the date of adoption hereon, this approval will expire.

KEVIN BECKER, P.E. ACTING CITY ENGINEER **CITY OF CITRUS HEIGHTS** COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Thema

RHONDA SHERMAN COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR CITY OF CITRUS HEIGHTS COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

10-6+2015

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ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individ who signed the document to which this Certifica attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of <u>SACIAIMENTU</u>	SS.
On $10-15$, before me,	S. Mclendon, Notary Public,
personally appeared Kevin Bec	, who proved to me on the
S. MCLENDON Commission # 2036743 Notary Public - California Sacramento County	 whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the
My Comm. Expires Aug 12, 2017	laws of the State of California that the foregoing paragraph is true and correct.
Wy outnin, Expres Aug 12, 2017	laws of the State of California that the foregoing
PLACE NOTARY SEAL IN ABOVE SPACE	laws of the State of California that the foregoing paragraph is true and correct.
PLACE NOTARY SEAL IN ABOVE SPACE	laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
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ALL-PURPOSE ACKNOWLEDGMENT

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000000000000000000000000000000000000000	S MCLENDON Commission # 2036743 Notary Public - California Sacramento County My Comm. Expires Aug 12, 2017	 whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
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	NAME OF PERSON(S) OR ENTITY(IES)	SIGNER 5

EXHIBIT A LOT LINE ADJUSTMENT TRANSFER PORTION 26 JANUARY 2015

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 14, RECORDS OF SAID COUNTY, ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, SOUTH 0° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE EAST LINE OF SAID PARCEL 3;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, SOUTH 0° 58' 51" EAST, 194.96 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 88° 36' 02" WEST, 87.35 FEET TO THE SAID POINT OF BEGINNING. SAID PARCEL CONTAINS 5,555 SQ. FT. (0.128 ACRES)



EXHIBIT A LOT LINE ADJUSTMENT RESULTANT PARCEL "1" 26 JANUARY 2015

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844 AND ALL OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 14, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, LEAVING THE SOUTH LINE OF SAID PARCEL 3, SOUTH 00° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE EAST LINE OF SAID PARCEL 3;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, NORTH 0° 58' 51" WEST, 23.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 3, ALSO BEING A NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 52.00 FEET, THE RADIAL LINE FROM SAID CURVE BEARS SOUTH 89° 00' 54" WEST, THROUGH A CENTRAL ANGLE OF 118° 10' 52" AND HAVING AN ARC LENGTH OF 107.26 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 21° 43' 50" AND HAVING AN ARC LENGTH OF 11.38 FEET TO THE NORTH WEST CORNER OF SAID PARCEL 3;

THENCE ALONG THE WEST LINE OF SAID PARCEL 3, SOUTH 0° 58' 56" EAST, 176.78 FEET TO THE SAID POINT OF BEGINNING. SAID PARCEL CONTAINS 20,855 SQ. FT. (0.479 ACRES)



EXHIBIT A LOT LINE ADJUSTMENT RESULTANT PARCEL "2" 26 JANUARY 2015

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET

THENCE LEAVING THE NORTH LINE OF SAID PARCEL A, SOUTH 00° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE WEST LINE OF SAID PARCEL B;

THENCE ALONG THE WEST LINE OF SAID PARCEL B, NORTH 0° 58' 51" WEST, 83.65 FEET;

THENCE ALONG THE NORTHEAST LINE OF SAID PARCEL B, ALSO BEING A NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 50.00 FEET, THE RADIAL LINE FROM SAID CURVE BEARS SOUTH 0° 58' 49" EAST, THROUGH A CENTRAL ANGLE OF 89° 59' 56" AND HAVING AN ARC LENGTH OF 78.54 FEET TO THE EAST LINE OF SAID PARCEL B;

THENCE ALONG THE EAST LINE OF SAID PARCEL B SOUTH 0° 58' 51" EAST, 228.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 0° 59' 13" EAST, 198.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL A, SOUTH 88° 35' 47" WEST, 218.35 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE WEST LINE OF SAID PARCEL A, NORTH 0° 59' 13" WEST, 198.02 FEET TO THE SAID POINT OF BEGINNING FOR RESULTANT PARCEL "2". SAID PARCEL CONTAINS 51,064 SQ. FT. (1.172 ACRES).





ATTACHMENT B

Resolution 23-2016 Authorizing a Grant Deed for Sale of Surplus Real Property to Mark S. Mitchell and Linda G. Mitchell

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 23-2016



RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT AUTHORIZING EXECUTION OF A GRANT DEED FOR SALE OF SURPLUS REAL PROPERTY TO MARK S. MITCHELL AND LINDA G. MITCHELL

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (DISTRICT) is the owner of that certain 56,619 square feet (1.300 acres) more or less of real property at 5640 Southgrove Drive in Citrus Heights, California, further identified by Sacramento County Assessor's Parcel Number 233-0060-007-0000; and

WHEREAS, pursuant to DISTRICT Resolution 10-2014 adopted October 14, 2014, the DISTRICT determined that 5,545 square feet (0.127 acres) more or less of said real property is surplus land and not needed by the DISTRICT due to its location and topography and pursuant to Government Code Section 54221 (e) (2) (C), agreed to sell said surplus land to Mark S. and Linda G. Mitchell (MITCHELL) located at 7540 Wells Avenue in Citrus Heights, California, further identified by Sacramento County Assessor's Parcel Number 233-0060-005-0000 for the sum of \$3,500.00; and

WHEREAS, a minor correction to the legal description of the surplus land has determined that it is 5,555 square feet (0.128 acres) more or less; and

WHEREAS, the surplus real property to be sold to MITCHELL pursuant to a Grant Deed is described as follows:

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 14, RECORDS OF SAID COUNTY, ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, SOUTH 0° 58' 56" EAST, 9.89 FEET; THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE EAST LINE OF SAID PARCEL 3;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, SOUTH 0° 58' 51" EAST, 194.96 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 88° 36' 02" WEST, 87.35 FEET TO THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,555 SQ. FT. (0.128 ACRES)

THEREFORE BE IT RESOLVED that the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT approves the execution of a Grant Deed for sale of said surplus real property to Mark S. and Linda G. Mitchell and authorizes the President of the Board of Directors to execute said Grant Deed.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 13th day of September, 2016 by the following vote, to-wit:

AYES:Directors:Dains, Sheehan, RiehleNOES:Directors:NoneABSTAIN:Directors:NoneABSENT:Directors:None



ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

ATTEST:

SEAL

ROBERT A. CHURCHILL, Secretary

CERTIFICATION

I, ROBERT A. CHURCHILL, the duly and regularly appointed Secretary of the CITRUS HEIGHTS WATER DISTRICT, hereby certify and acknowledge that the foregoing Resolution 23-2106 was duly and regularly passed and adopted at a meeting of said Board of Directors at Citrus Heights, California on September 13, 2016, an original of which is on file at the Administrative Office of the Citrus Heights Water District and duly and regularly entered into the official records of proceedings of the Board of Directors of CITRUS HEIGHTS WATER DISTRICT.

SEAL

DATE: September 13, 2016

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

NAME:	Mark S. & Linda G. Mitchell
ADDRESS:	7540 Wells Avenue
CITY:	Citrus Heights
STATE & ZIP:	California 95610

GRANT DEED

APN NO. 233-0060-007-0000 (PORTION)

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$_____

computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: X City of Citrus Heights, and

CITY TAX \$_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITRUS HEIGHTS WATER DISTRICT, AN IRRIGATION DISTRICT FORMED PURSUANT TO DIVISION 11 OF THE WATER CODE OF THE STATE OF CALIFORNIA

hereby GRANT(s) to MARK S. MITCHELL and LINDA G. MITCHELL, HUSBAND AN WIFE, AS JOINT TENANTS

the following described real property in the County of Sacramento, State of California:

See Exhibits A and B attached hereto

Dated

Allen B. Dains, President Board of Directors Citrus Heights Water District

DRAFT

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

State of California County of ______ On ______before me, ______ insert name and title of the officer), personally appeared ______ evidence to be the person(s) whose name(s) is/are subscribed to the

(here

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

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

WITNESS my hand and official seal. Signature

_(Seal)

DOCUMENT PROVIDED BY STEWART TITLE OF CALIFORNIA, INC.

GRNTDEED.DOC

EXHIBIT A GRANT DEED FOR SALE OF SURPLUS PROPERTY 28 JULY 2016

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 3 AS SHOWN ON THAT PARCEL MAP RECORDED IN BOOK 45 OF PARCEL MAPS, AT PAGE 14, RECORDS OF SAID COUNTY, ALSO BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, SOUTH 0° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE EAST LINE OF SAID PARCEL 3;

THENCE ALONG THE EAST LINE OF SAID PARCEL 3, SOUTH 0° 58' 51" EAST, 194.96 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 3, SOUTH 88° 36' 02" WEST, 87.35 FEET TO THE SAID POINT OF BEGINNING. SAID PARCEL CONTAINS 5,555 SQ. FT. (0.128 ACRES)





FR.E: SIV6370-01 Skycreel WEBNLLANEXHEDT B SALE DATE: 8/1/2016

SURPLUS PROPERTY.dy

ATTACHMENT C

Resolution 24-2016 Authorizing a Grant Deed by and between Citrus Heights Water District for Resultant Skycrest Well Property

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 24-2016

DRAFT

RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT AUTHORIZING EXECUTION OF A GRANT DEED FOR RESULTANT REAL PROPERTY TO CITRUS HEIGHTS WATER DISTRICT

WHEREAS, CITRUS HEIGHTS WATER DISTRICT (DISTRICT) was the owner of that certain 56,619 square feet (1.300 acres) more or less of real property at 5640 Southgrove Drive in Citrus Heights, California, further identified by Sacramento County Assessor's Parcel Number 233-0060-007-0000; and

WHEREAS, the DISTRICT pursuant to a Grant Deed and Resolution 23-2016 has authorized the sale of a portion of said real property declared as surplus to the needs of the DISTRICT totaling 5,555 square feet (0.128 acres) to Mark. S. Mitchell and Linda G. Mitchell; and

WHEREAS, the resultant real property of the DISTRICT after the sale of surplus property referenced above is described as follows:

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET THENCE LEAVING THE NORTH LINE OF SAID PARCEL A, SOUTH 00° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE WEST LINE OF SAID PARCEL B;

THENCE ALONG THE WEST LINE OF SAID PARCEL B, NORTH 0° 58' 51" WEST, 83.65 FEET;

THENCE ALONG THE NORTHEAST LINE OF SAID PARCEL B, ALSO BEING A NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 50.00 FEET, THE RADIAL LINE FROM SAID CURVE BEARS SOUTH 0° 58' 49" EAST,THROUGH A CENTRAL ANGLE OF 89° 59' 56" AND HAVING AN ARC LENGTH OF 78.54 FEET TO THE EAST LINE OF SAID PARCEL B; THENCE ALONG THE EAST LINE OF SAID PARCEL B SOUTH 0° 58' 51" EAST, 228.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 0° 59' 13" EAST, 198.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL A, SOUTH 88° 35' 47" WEST, 218.35 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE WEST LINE OF SAID PARCEL A, NORTH 0° 59' 13" WEST, 198.02 FEET TO THE SAID POINT OF BEGINNING FOR RESULTANT PARCEL "2". SAID PARCEL CONTAINS 51,064 SQ. FT. (1.172 ACRES).

THEREFORE BE IT RESOLVED that the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT approves the execution of a Grant Deed between Citrus Heights Water District and Citrus Heights Water District and authorizes the President of the Board of Directors to execute said Grant Deed.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 13th day of September, 2016 by the following vote, to-wit:

AYES:	Directors:	Dains, Sheehan, Riehle
NOES:	Directors:	None
ABSTAIN:	Directors:	None
ABSENT:	Directors:	None
		<u>_</u>

DRAFT

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District

ATTEST:

SEAL

ROBERT A. CHURCHILL, Secretary

CERTIFICATION

I, ROBERT A. CHURCHILL, the duly and regularly appointed Secretary of the CITRUS HEIGHTS WATER DISTRICT, hereby certify and acknowledge that the foregoing Resolution 24-2106 was duly and regularly passed and adopted at a meeting of said Board of Directors at Citrus Heights, California on September 13, 2016, an original of which is on file at the Administrative Office of the Citrus Heights Water District and duly and regularly entered into the official records of proceedings of the Board of Directors of CITRUS HEIGHTS WATER DISTRICT.

DATE: September 13, 2016

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

RECORDED AT THE REQUEST OF AND RETURN TO:

NAME: CITRUS HEIGHTS WATER DISTRICT ADDRESS: P.O. BOX 286 CITY: CITRUS HEIGHTS STATE & ZIP: CALIFORNIA 95611-0286

EXEMPT FROM TRANSFER TAX (Revenue and Taxation Code Section 11922)

NO FEE FOR RECORDING (Government Code Section 6103)

GRANT DEED

APN	NO.:
LOC	ATION:

233-0060-007-0000 (PORTION) 5640 SOUTHGROVE DRIVE CITRUS HEIGHTS, CA 95610

THE UNDERSIGNED GRANTOR(s) DECLARE(s) DOCUMENTARY TRANSFER TAX is \$

CITY TAX \$

DRAFT

computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
 Unincorporated area: X City of Citrus Heights, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITRUS HEIGHTS WATER DISTRICT, AN IRRIGATION DISTRICT FORMED PURSUANT TO DIVISION 11 OF THE WATER CODE OF THE STATE OF CALIFORNIA

hereby GRANT(s) to CITRUS HEIGHTS WATER DISTRICT, AN IRRIGATION DISTRICT FORMED PURSUANT TO DIVISION 11 OF THE WATER CODE OF THE STATE OF CALIFORNIA

the following described real property in the County of Sacramento, State of California:

See Exhibits A and B attached hereto

Dated

Allen B. Dains, President Board of Directors Citrus Heights Water District

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

State of California	
County of	
Onbefore me,	(here
insert name and title of the officer), personally appeared	, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are sub-	scribed to the within instrument and acknowledged to me that
	apacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the persor	
	of the State of California that the foregoing paragraph is true
and correct.	
AUTNERS my hand and afficial seal	

VVII NESS	s my nar	ia ana	omicial	seal.
Signature				

EXHIBIT A LOT LINE ADJUSTMENT RESULTANT PARCEL "2" 26 JANUARY 2015

A PORTION OF PARCEL A AND B AS DESCRIBED IN THE DEED RECORDED IN BOOK 20130906 OF OFFICIAL RECORDS AT PAGE 0844, RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 36' 02" EAST, 81.00 FEET

THENCE LEAVING THE NORTH LINE OF SAID PARCEL A, SOUTH 00° 58' 56" EAST, 9.89 FEET;

THENCE NORTH 89° 26' 33" EAST, 108.43 FEET;

THENCE NORTH 0° 03' 44" WEST, 128.58 FEET;

THENCE NORTH 3° 38' 19" WEST, 6.69 FEET;

THENCE NORTH 0° 27' 54" WEST, 70.64 FEET;

THENCE SOUTH 89° 59' 54" WEST, 23.47 FEET TO THE WEST LINE OF SAID PARCEL B;

THENCE ALONG THE WEST LINE OF SAID PARCEL B, NORTH 0° 58' 51" WEST, 83.65 FEET;

THENCE ALONG THE NORTHEAST LINE OF SAID PARCEL B, ALSO BEING A NON-TANGENT CURVE TO THE RIGHT AND HAVING A RADIUS OF 50.00 FEET, THE RADIAL LINE FROM SAID CURVE BEARS SOUTH 0° 58' 49" EAST, THROUGH A CENTRAL ANGLE OF 89° 59' 56" AND HAVING AN ARC LENGTH OF 78.54 FEET TO THE EAST LINE OF SAID PARCEL B;

THENCE ALONG THE EAST LINE OF SAID PARCEL B SOUTH 0° 58' 51" EAST, 228.26 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 0° 59' 13" EAST, 198.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A;

THENCE ALONG THE SOUTH LINE OF SAID PARCEL A, SOUTH 88° 35' 47" WEST, 218.35 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE ALONG THE WEST LINE OF SAID PARCEL A, NORTH 0° 59' 13" WEST, 198.02 FEET TO THE SAID POINT OF BEGINNING FOR RESULTANT PARCEL "2" SAID PARCEL CONTAINS 51,064 SQ. FT. (1.172 ACRES).





CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: SACRAMENTO COUNTY PROPOSED TRENCH RESTORATION
STATUS	: Information / Discussion Item
REPORT DATE	: September 9, 2016
PREPARED BY	: David M. Gordon, Operations Manager

OBJECTIVE:

Receive verbal report on status of proposed revisions to Sacramento County's requirements for trench restoration.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: POLICY AMENDMENTS—ADOPTION OF NEW SALARY RANGES AND ELIMINATION OF THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) OF THE CALPERS PENSION BENEFIT
STATUS	 Discussion and Action Item September 1, 2016 Robert A. Churchill, General Manager
REPORT DATE	Hilary M. Straus, Assistant General Manager
PREPARED BY	Lisa A. Smoot, Management Services Supervisor/Chief Board Clerk

OBJECTIVE:

Adopt Policy Amendments to implement changes to the Citrus Heights Water District's (CHWD) Salary Ranges and Adopt Resolution 25-2016 Approving a Contract Amendment with the California Public Employees Retirement System (CalPERS) to eliminate the Employer Paid Member Contribution (EPMC).

BACKGROUND AND ANALYSIS:

This item is a follow-up to the August 9, 2016 Study Session with the Board of Directors concerning the District's: 1) Total Compensation Study; 2) Career Ladders Initiative; and 3) Consideration of employees paying their member contributions to their CalPERS pensions (EPMC). The Board has provided direction by consensus for leadership staff to prepare policy amendments for the Board's discussion/possible action to implement these changes.

The recommended changes to Human Resource Policies, highlighted in the table below for Board consideration, are the result of: 1) Bryce Consulting, Inc., completing a total compensation survey of a defined labor market of 18 water agencies and other local government agencies, and working with leadership staff to adjust several salary ranges based on internal relationships; 2) Bryce Consulting working with leadership staff to identify position titles and salary ranges to create "Career Ladders" at CHWD. These Career Ladders will promote retention and recruitment, and provide leadership staff more options and flexibility as the organization continues to evolve; and 3) The Board's interest to consider a policy change to have CHWD employees pay for their member contributions to their CalPERS pensions or EPMC. If the employee pick-up of the Employer Paid Member Contribution portion of PERS is adopted, the change would align CHWD with most of its comparable labor market on this issue. This requires the Board to adopt Resolution Number 25-2016 reducing Employer Paid Member Contributions to 0%.

Compensation Study

Per Policy 4101, up to every three years, the District surveys a labor market of agencies, including local water utilities, cities and Sacramento County. These agencies are surveyed as they are similar in nature and scope to CHWD and/or they are agencies that could hire staff away from CHWD. The 18 surveyed agencies are: Carmichael Water District, City of Citrus Heights, City of Davis, City of Folsom, City of Lincoln, City of Roseville, City of Sacramento, City of Woodland, Del Paso Manor Water District, El Dorado Irrigation District, Elk Grove Water District, Fair Oaks Water District, Rancho Murieta Community Services District,

Regional Water Authority, Rio Linda Elverta Community Water District, Sacramento County, Sacramento Suburban Water District and San Juan Water District.

With this update, CHWD surveyed total compensation, not base salary only, as had been the case in previous years. Surveying total compensation provides a more complete picture for CHWD to conduct a more accurate "apples-to-apples" comparison when comparing itself to its comparable labor market. CHWD retained Bryce Consulting, Inc, a well-respected and utilized human resources consulting firm, to complete the survey, analyze the data collected and to assist to formulate recommendations to the Board.

Career Ladders by Discipline Area

CHWD has experienced significant turn-over in staff in the past five years due to retirements and succession planning. Looking ahead, developing career tracks throughout the organization is one strategy CHWD can use to retain quality staff that either has or is currently building significant institutionalized knowledge about the District and their individual discipline areas (i.e., employees are becoming subject matter experts in their fields). The loss of those staff would be significant, and therefore, implementing Career Ladders/Career Tracks is one initiative CHWD can take to promote employee retention. Adoption of the Career Ladders recommended will help keep CHWD as an "employer of choice," and not an employee training ground, only to lose quality employees to other public agencies or to the private sector.

It is important to note, adoption of Policy 4101.A1 Salary Schedule does not mean that all the positions will be filled. Individual positions will be available for use based upon: 1) operational need; 2) employee qualifications and performance; 3) financial considerations; and 4) Board approved funding for a position in the annual budget.

CalPERS EPMC Pick-up by Employees

The vast majority of agencies surveyed (all but two agencies) require their employees to pay for their member contribution to their CalPERS pensions. The Board has previously expressed interest in providing a salary offset in exchange for employees paying their EPMC. An annual net operating cost increase to CHWD of \$55,621 is projected to provide a salary offset to employees in exchange for their paying their EPMC, and is reasonable given the scope and size of CHWD's annual budget of nearly \$11 million (the increased cost is approximately .005%). Moreover, CHWD's financial conditions are strong due to on-going cost control, streamlining of operations and advanced planning of operational expenses. Other considerations in providing a salary offset are the maintenance of an already-strong organizational morale and high productivity.

Item	Notes and Changes	Attachment Number
Policy 1030, Organizational	Delete Policy 1030 except a	Attachment Number 1
Structure and Chart	portion which will be moved to	
	4101.25	
Policy 1035.A, Conflict of	Positions updated and new	Attachment Number 2
Interest Code	positions added per staff	
	analysis	
Policy 4080, Job Classes	Policy to be deleted as all Job	Attachment Number 3
	Classes will be specified on	
	individual job descriptions	

A summary of the policies proposed to be amended is provide in the Table below.

Item	Notes and Changes	Attachment Number
Policy 4101, Compensation	Updated Policy and combined components from Policy 1030,	Attachment Number 4
	Organizational Structure and	
	Chart, and Policy 4130,	
	Reclassification	
Policy 4101.A1, Salary	Updated to reflect Career	Attachment Number 5
Schedule	Laddering implementation	
Policy 4112, Overtime Pay	Added new FLSA Exempt	Attachment Number 6
	Positions	
Policy 4130, Reclassification	Delete Policy 4130 except a portion which will be moved to 4101.15	Attachment Number 7
Policy 4820	Amend Section 4820.04 regarding Employee CalPERS contribution	Attachment Number 8
Adopt Resolution Number 25-	Reducing Employer Paid	Attachment Number 9
2016 Employer Paid Member	Member Contributions to 0%	
Contributions		

RECOMMENDATION:

Approve: 1) Policy amendments to implement changes to the CHWD's salary ranges as result of the District's Compensation Study, and to provide a salary range offset as a result of the elimination of EPMC; 2) Policy amendments as noted in the table below to implement Career Ladders by discipline area, and to reflect organizational changes (e.g., creation of new positions (e.g., Water Efficiency Supervisor and Senior Accountant) that must be added to the conflict of interest code); 3) In a separate motion, adopt Resolution Number 25-2016, reducing Employer Paid Member Contributions (EPMC) to zero percent (0%).

Item	Recommended Action
Policy 1030, Organizational Structure and Chart	Delete Policy
Policy 1035.A, Conflict of Interest Code	Amend Policy
Policy 4080, Job Classes	Delete Policy
Policy 4101, Compensation	Amend Policy
Policy 4101.A1, Salary Schedule	Amend Policy
Policy 4112, Overtime Pay	Amend Policy
Policy 4130, Reclassification	Delete Policy
Policy 4820	Amend Policy
Reso. No. 25-2016, Employer Paid Member Contributions	Adopt Resolution in a separate motion

Should the Board adopt these policy amendments and Resolution 25-2016 as recommended, the timeframe for implementation of the Salary Range changes, Career Laddering and the CalPERS off-set and reciprocal employee pick-up would be with the new pay period, which starts September 19, 2016 and includes a pay date of October 6, 2016.

ACTION: Moved by Director ______, Seconded by Director ______, Carried ______

ATTACHMENT 1

Policy 1030 Organizational Structure and Chart

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	÷	GENERAL
POLICY TITLE	÷	ORGANIZATIONAL STRUCTURE AND CHART
POLICY NUMBER	÷	<u> 1030 </u>
DATE ADOPTED	÷	JULY 24, 1995
DATE AMENDED	÷	MARCH 28, 2016 SEPTEMBER 13, 2016
AMENDMENTS	÷	-(1) NOVEMBER 7, 1995; (2) OCTOBER 6, 1998; (3) MARCH 16, 1999; (4) OCTOBER 7,
		-2003; (5) MAY 10, 2005; (6) NOVEMBER 14, 2006; (7) DECEMBER 11, 2007;
		(8) NOVEMBER 12, 2008; (9) MAY 10, 2011; (10) JULY 12, 2011; (11) APRIL 10, 2012;
		(12) NOVEMBER 12, 2013; (13) JANUARY 14, 2014; (14) AUGUST 12, 2014; (15)
	_	MARCH 28, 2016

1030.00 ORGANIZATIONAL STRUCTURE AND CHART

The Board of Directors shall act as the development, approval, and revision body for the District's organizational structure. The organizational structure of the Citrus Heights Water District includes the following positions. Not all positions will be filled. The number of positions will be determined at the time of budget adoption by the Board of Directors and funded through the budget.

1030.01 Organizational Structure

In addition to a General Manager, the organizational structure of Citrus Heights Water District is comprised of three functioning departments.

1030.10 Departments

For purposes of organization, supervision and general distribution of tasks, the following
 functional Departments are established and Department Managers designated:

1030.11	<u>Administration and Water Demand Management</u>
	_
	General Functions:
	Customer Service
	Finance
	Human Resources
	Water Use Efficiency
	Risk Management
	Training
	Customer & Financial Information Systems
	Information Technology
	Board of Director Support

Department Manager: Assistant General Manager
- Functional Positions:

Finance Manager
Accounting Supervisor / Principal Accountant
Accountant
Senior Customer Service Specialist
Customer Service Specialist
Customer Service Technician I & II
Customer Service Representative
Series Management Series Series (Ohiof Deced Ohioh
Senior Management Services Supervisor/Chief Board Clerk
Management Services Supervisor / Chief Board Clerk
Senior Management Services Specialist
Management Services Specialist / Deputy Board Clerk
Management Services Technician
Water Efficiency Supervisor
Senior Water Efficiency Specialist
Water Efficiency Specialist
Water Efficiency Technician
1030.12 — Operations and Water Supply Department

1030.12	-Operations and Water Supply Department
1030.12	- Operations and water Supply Department
	General Functions:
	Water Distribution System Operation and Maintenance
	Water Supply Management
	Water Suppry Management Water Quality and Regulations Monitoring
	Groundwater Production
	Facilities and Grounds Maintenance
	Purchasing and Inventory Management
	Fleet Management
	Department Managem Operations Manager
	Department Manager: Operations Manager
	Functional Positions:
	Water Distribution Supervisor
	Water Distribution Specialist Assistant Water Distribution
	Supervisor Durchasing Specialist Senior Management Services Specialist
	Purchasing Specialist Senior Management Services Specialist
	Water Distribution Lead Worker / Operator
	Water Distribution Operator I & II
	Water Distribution Worker
	Water Becourses Supervisor / Chief Operator
	Water Resources Supervisor / Chief Operator
	Water Resources Specialist
	Water Resources Technician
	Dringing 1 On anotions Creasialist
	Principal Operations Specialist
	Senior Operations Specialist

Operations Specialist Operations Technician	_
1030.13 – Engineering and Project Manage	ment Department
General Functions:	
Project Management	
Project Research and Des	lign
Standards and Specificat	6
Construction Inspection	
Geographic Information	Systems (GIS)
Capital Improvement Pro	
Department Manager: Project M	anager
Functional Positions:	
Engineering Manager / D	istrict Engineer
Principal Civil Engineer	
Senior Civil Engineer	
Associate Civil Engineer	
Engineer-in-Training Ass	Histant Engineer
	Inspector Construction Inspection
Supervisor/Principal Cor	
Senior Construction Insp	ector
Construction Inspector	
Senior Engineering /GIS	
Supervisor/Principal GIS	
Engineering /GIS Special	
Engineering /GIS Techni	cian
Engineering Aide	

[Combine with Policy Number 4101]

The functional positions listed above are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All positions need not necessarily be filled.

The orderly grouping of various functional positions within each Department above is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force and therefore not shown in the Organization Chart, may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

1030.20 Organization Chart

The current Organization Chart for Citrus Heights Water District follows as Attachment 1030.A1 to this Policy. This Chart depicts those positions for which the Board of Directors has authorized funds.

1030.30 Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.


Policy 1035.A Conflict of Interest Code

POLICY TYPE	:	GENERAL
POLICY TITLE	:	CONFLICT OF INTEREST CODE-APPENDIX A
		DESIGNATED OFFICIALS AND EMPLOYEES
POLICY NUMBER	:	1035.A
DATE ADOPTED	:	DECEMBER 8, 1992
DATE AMENDED	:	APRIL 14, 2015 SEPTEMBER 13, 2016
AMENDMENTS	:	 (1) NOVEMBER 1, 1994; (2) MARCH 18, 1997; (3) DECEMBER 13, 2002; (4) JUNE 12, 2007; (5) AUGUST 14, 2012; (6) OCTOBER 9, 2012; (7) JANUARY 8, 2013; (8) NOVEMBER 19, 2014

APPENDIX A-DESIGNATED POSITIONS

Designated Position	Disclosure Category
General Manager	1, 2, 3
Assistant General Manager	1, 2, 3
Operations Manager	1, 2, 3
Project Manager	1, 2, 3
Principal Civil Engineer	1
Accounting Supervisor	1
Assessor/Collector	1
Human Resources Specialist Management Services Supervisor	1
Deputy Assessor/Collector	1
Water Distribution Supervisor	1
Purchasing Specialist Senior Management Services Specialist	1
Water Quality Supervisor Water Resources Supervisor/Chief Operato	or 1
Water Efficiency Supervisor	1
Management Services Specialist	1
Senior Accountant	1
Attorney	1
Consultant/New Position	*

Note: The position of Attorney is filled by an outside consultant, but acts in a staff capacity.

*Consultants and new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The General Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

Public Officials Who Manage Public Investments

The following positions are NOT covered by the Conflict-of-Interest Code because they must file statements of economic interests pursuant to Government Code Section 87200 and, therefore, are listed for informational purposes only:

- Directors
- Treasurer
- Deputy Treasurer
- Consultants who manage public investments

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

Policy 4080 Job Classes

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	JOB CLASSES
POLICY NUMBER	:	4080
DATE ADOPTED	:	JUNE 10, 2008
DATE AMENDED	:	JULY 12, 2011
AMENDMENTS	:	

4080.00 JOB CLASSES

The following job classes are established to provide a framework for creating, categorizing and maintaining specific job classifications and descriptions for positions of employment with the District.

4080.10 Job Classes

- <u>Executive / Manager</u>. The positions in this job class have responsibility for shaping the direction and strategy of the District, and serve as advocates for District initiatives. They oversee a significant portion of the District's work, and provide liaison with other agencies, consultants, contractors and major stakeholders in the business of the District. Positions in this job class typically have twelve (12) or more years of experience in the field of water utility and public agency administration and operations, and demonstrate knowledge and skills in management and leadership practices. Positions in this job class are exempt from receiving overtime pay (see Policy 4112).
- <u>Supervisor</u>. The positions in this job class oversee specific areas of responsibility for District administration and operations, and may work in a supervisory role as well as coach, train and instruct others. They provide for a variety of specialized or advanced tasks to be accomplished, demonstrating mastery in an area or areas of expertise or specialization, and may or may not work in a work group environment. Positions in this job class typically have ten (10) or more years of experience in the field of water utility and public agency administration and/or operations, and are able to apply their knowledge and experience to develop procedures, techniques, tools, materials, and equipment to meet special needs.
- <u>Expert / Specialist</u>. The positions in this job class perform a variety of specialized or advanced tasks related to the District's work, and demonstrate mastery in an area or areas of expertise and specialization and an ability to work with limited guidance. They may or may not work in a work group environment, and may work in a lead or supervisory role within a work group. Positions in this job class typically have eight (8) or more years of experience in the area of expertise or specialization, and are able to apply their knowledge and experience to utilize procedures, techniques, tools, materials, and equipment to meet special needs.

- Journey / Professional. The positions in this job class perform a variety of intermediate to journey level tasks related to the District's work while working in a work group environment. They perform various types of work with minimum supervision. Positions in this job class typically have from three (3) to eight (8) years of experience in the area of expertise, and have acquired the necessary knowledge and skills in procedures, tools, materials and equipment to perform work appropriate to the area of expertise.
- <u>Entry / Apprentice</u>. The positions in this job class perform entry level tasks related to the District's work while working in a work group environment. They assist in various types of work with close to moderate supervision. Positions in this job class typically have from zero (0) to three (3) years of experience in the area of work, and have the ability to develop and apply basic to intermediate knowledge and skills appropriate to the area of work.

Policy 4101 Compensation

POLICY TYPE POLICY TITLE		HUMAN RESOURCES COMPENSATION / RECLASSIFICATION / POSITIONS
POLICY NUMBER		
DATE ADOPTED	:	JULY 6, 1965
DATE AMENDED	:	DECEMBER 8, 2009
AMENDMENTS	:	(1) JUNE 3, 1992; (2) JULY 24, 1995; (3) MAY 3, 1999; (4) OCTOBER 11, 2005 (5) FEBRUARY 28, 2006

4101.10 <u>SALARIES</u>

It is the intent of the District to provide employee salaries that are comparable, based upon experience and performance, with those of similar water utilities and public agencies in the Sacramento region.

4101.11 Salary Ranges

As a guide for determining the salary ranges for employment positions necessary to operate the District, salary and total compensation schedules of similar water utilities and public agencies in the Sacramento region and the Association of California Water Agencies (ACWA) Salary Survey data for Regions 3 and 4 may be used as guidelines along with other information as available.

In determining salary ranges for District employment positions, the following criteria are expressed as goals for the District:

- The maximum salary for a particular salary range is to be established as the 75th 100th percentile of the best matches of the maximum labor market salary adjusted for total compensation including benefits. This will be used to set the top step of the District's benchmark classification salary. considered pursuant to a salary survey.
- Maximum salaries are to be set at fifteen percent (15%) above the median of a salary range.
- Minimum or Base salaries are to be set at fifteen percent (15%) below the median of a salary range.

Salary ranges for all regular employment positions with the District shall be established by action of the Board of Directors.

4101.12 <u>Salary Survey</u>

The District shall perform a salary total compensation survey at intervals of no more than three years to ensure that District salaries are consistent with the marketplace.

The information resulting from a salary total compensation survey will be considered by the

District in making amendments to the District's Salary Schedule.

- In the event that a District salary range or ranges are determined to be below the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed increase to the range. Such an increase to the range shall not automatically change an employee's salary except that an employee's salary that is below the minimum or base salary for the range shall automatically be placed at said minimum or base. Changes to employee compensation shall be determined by the General Manager and may be implemented over time subject to the provision of budgeted funds.
- In the event that a District salary range or ranges are determined to be above the marketplace for an employment position or positions, the Salary Schedule may be amended to reflect a changed decrease to the range. Such a decrease to the range shall not change an employee's salary. In the event that an employee's salary is above the salary range as a result of a decrease to the range, said employee's salary will remain unchanged until such time as the salary range is further amended, either due to COLA adjustments, subsequent salary total compensation surveys or action by the Board of Directors, such that said employee's salary is then within the salary range for the employment position.

4101.13 <u>Salary Schedule</u>

The current Salary Schedule follows as Attachment 1 to this Policy. The Salary Schedule may only be amended by action of the Board of Directors.

4101.14 <u>Salary Adjustments</u>

Adjustments in salary for employees other than the General Manager, other than salary costof-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized by the General Manager.

An adjustment in salary for the General Manager, other than salary cost-of-living (COLA) adjustments provided pursuant to Policy 4102, within salary ranges adopted in the Salary Schedule shall be considered and authorized only by the Board of Directors.

4101.15 <u>Reclassification [From Policy 4130]</u>

When surveys or other data show that a position's requires modification, the duties and responsibilities contained in the job description will be reviewed. Since reclassification of a job will not necessarily increase or decrease an employee's rate of pay, salary increases may be made during the scheduled evaluation cycles based upon the employee's performance. In the event that a position classification has to be changed to a classification with a lower salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen (Y Rated), with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

4101.20 OTHER COMPENSATION

In addition to salaried compensation provided to Regular employees, other compensation may be provided as listed in the Other Compensation Schedule which follows as Attachment 2 to this Policy.

The hourly wage rate range for Part-Time and Temporary Employees is also provided in the Other Compensation Schedule.

4101.25 <u>POSITIONS [From Policy 1030]</u>

The positions listed on the attached Policy 4101.A1 Salary Schedule are those for which the District maintains a current job description and salary range. Filling of the positions is dependent upon the needed skills and training necessary for the District to efficiently carry out its mission. Employment of any person or persons in any of the positions noted is further dependent on the Board of Directors appropriation of funds through the District's budget process or by other Board-approved means. All positions need not necessarily be filled.

The orderly grouping of various functional positions within each Department is intended to be indicative of a typical career path that an employee could foresee based upon one's growth in areas such as but not limited to knowledge, training, education, accountability, responsibility, and employee supervision.

Temporary workers, which are not considered part of the District's regular work force and therefore not shown in the Organization Chart, may be hired from independent employment services at the discretion of the General Manager within authorized budget amounts.

4101.26 Expansion of Work Force

Expansion of the District's regular work force to include positions in excess of the organizational structure and chart shall require approval by the Board of Directors.

Policy 4101.A1 Salary Schedule

POLICY TYPE	: HUMAN RESOURCES
POLICY TITLE	: COMPENSATION-ATTACHMENT 1: SALARY SCHEDULE
POLICY NUMBER	: 4101.A1
DATE ADOPTED	: JANUARY 1, 1994
DATE AMENDED	: MAY 10, 2016 SEPTEMBER 13, 2016
DATE EFFECTIVE	: JANUARY 11, 2016 SEPTEMBER 19, 2016
AMENDMENTS	: (1) 01/01/95; (2) 05/24/95; (3) 01/02/96; (4) 01/07/97; (5) 01/06/98; (6) 06/02/98; (7) 10/0

ENDMENTS : (1) 01/01/95; (2) 05/24/95; (3) 01/02/96; (4) 01/07/97; (5) 01/06/98; (6) 06/02/98; (7) 10/06/98; (8) 01/05/99; (9) 05/03/99; (10) 01/04/00; (11) 01/02/01; (12) 03/06/01; (13) 01/08/02 (14) 01/07/03; (15) 10/07/03; (16) 12/08/03; (17) 12/14/04; (18) 12/13/05; (19) 03/01/06; (20) 12/12/06; (21) 12/11/07; (22) 04/14/09; (23) 12/08/09; (24) 12/14/10 (25) 05/10/10; (26) 07/12/11; (27) 12/13/11; (28) 04/10/12; (29) 12/11/12; (30) 01/14/14; (31) 8/12/14; (32)12/9/14; (33)12/8/15; (34) 1/11/16; (35) 3/24/16; (36) 5/10/16

JOB TITLE / JOB CLASS	HOURLY AND MONTHLY* SALARY RANGE						
	Base	Base	Maximum	Maximum			
	Hourly	Monthly*	Hourly	Monthly*			
Executive (Exempt)							
General Manager	66.97	11,609	90.41	15,67			
<u>Manager (Exempt)</u>							
Assistant General Manager	55.30	9,585	74.65	12,9 4			
Operations Manager	43.39	7,521	58.57	10,15			
Project Manager	40.26	6,978	56.11	9,50			
Supervisor/Advanced Expert/Specialist							
Accounting Supervisor/Principal Accountant	34.47	5,975	4 6.53	8,00			
Management Services Supervisor/Chief Board							
Clerk	34.47	5,975	46.53	8,00			
Water Distribution Supervisor	34.40	5,963	46.54	8,00			
Water Quality Supervisor	31.02	5,376	41.97	7,27			
Senior Accountant	29.97	5,195	40.46	7,01			
<u>Expert / Specialist</u>							
Associate Civil Engineer	37.62	6,521	50.89	8,82			
Water Distribution Specialist	30.78	5,336	41.64	7,21			
Water Distribution Lead Worker/Operator	29.33	5,084	39.67	6,87			
Water Efficiency Coordinator	$\frac{28.80}{28}$	4,993	38.96	6,75			
Senior Construction Inspector	27.32	4,735	36.96	6,4 (
Purchasing Specialist	25.47	4,414	34.48	5,97			
Management Services Specialist/Deputy Board							
Clerk	25.21	4 ,370	34.11	5,9 1			
Accounts Receivable Specialist	25.21	4,370	34.11	5,9			
Journey / Professional							
Engineering Technician	25.01	4,335	33.84	5,8(
Water Quality Technician	24.70	4,281	33.41	5,7 9			
Water Distribution Operator	23.10	4,004	31.25	5,41			
Water Meter Technician	21.76	3,771	29.43	5,1(
Customer Service Technician	18.41	3,191	24.90	4,31			
Entry / Apprentice							
Water Distribution Worker	20.58	3,568	27.84	4,82			
Customer Services Representative	17.88	3,100	24.19	4,19			

JOB TITLE / JOB CLASS	HOURLY AND MONTHLY* SALARY RANGE						
	Base Hourly	Base Bi- Weekly	Base Monthly	Maximum Hourly	Maximum Bi- Weekly	Maximum Monthly	
Organizational Leadership							
General Manager (E)	74.19	5,935.38	12,860.00	100.16	8,012.77	17,361.00	
Assistant General Manager (E)	62.13	4,970.43	10,769.27	83.88	6,710.08	14,538.51	
Accounting Series							
Finance Manager (E)	56.48	4,518.57	9,790.24	76.25	6,100.08	13,216.83	
Accounting Supervisor/Principal Accountant (E)	38.94	3,115.35	6,749.93	52.57	4,205.72	9,112.40	
Senior Accountant	35.40	2,832.14	6,136.30	47.79	3,823.38	8,284.00	
Accountant	32.18	2,574.67	5,578.45	43.45	3,475.80	7,530.91	
<u>Customer Service Series</u>							
Senior Customer Services Specialist	30.78	2,462.60	5,335.62	41.56	3,324.50	7,203.09	
Customer Service Specialist	27.82	2,225.57	4,822.07	37.56	3,004.52	6,509.80	
Customer Service Technician II	25.29	2,023.25	4,383.70	34.14	2,731.38	5,918.00	
Customer Service Technician I	22.99	1,839.32	3,985.19	31.04	2,483.08	5,380.00	
Customer Service Representative	21.05	1,684.10	3,648.89	28.42	2,273.54	4,926.00	
Engineering Technical Series							
Project Manager (E)	43.74	3,499.49	7,582.22	59.05	4,724.31	10,236.00	
Engineering Supervisor/Principal GIS Specialist (E)	34.73	2,778.09	6,019.19	46.88	3,750.42	8,125.90	
Engineering/GIS Specialist	30.20	2,415.73	5,234.07	40.77	3,261.23	7,066.00	
Engineering/GIS Technician	27.45	2,196.11	4,758.25	37.06	2,964.76	6,423.64	
Engineering Aide	23.87	1,909.67	4,137.61	32.23	2,578.05	5,585.77	
Construction Inspection Series							
Construction Inspection Supervisor/Principal Construction Inspector (E)	36.26	2,901.15	6,285.81	48.96	3,916.55	8,485.85	
Senior Construction Inspector	31.53	2,522.74	5,465.93	42.57	3,405.69	7,379.00	
Construction Inspector	28.67	2,293.40	4,969.02	38.70	3,096.08	6,708.18	
Engineering Series							
Engineering Manager/District Engineer (E)	62.13	4,970.43	10,769.27	83.88	6,710.08	14,538.51	
Principal Civil Engineer (E)	56.48	4,518.57	9,790.24	76.25	6,100.08	13,216.83	
Senior Civil Engineer (E)	51.35	4,107.79	8,900.22	69.32	5,545.52	12,015.30	
Associate Civil Engineer	46.68	3,734.36	8,091.11	63.02	5,041.38	10,923.00	
Assistant Engineer	40.59	3,247.27	7,035.75	54.80	4,383.81	9,498.26	
<u>Management Services (MS) Series</u>							
Senior MS Supervisor/Chief Board Clerk (E)	40.89	3,271.12	7,087.42	55.20	4,416.01	9,568.02	
Management Services Supervisor/Chief Board Clerk (E)	38.94	3,115.35	6,749.93	52.57	4,205.72	9,112.40	
Senior Management Services Specialist/Deputy Board Clerk	33.86	2,709.00	5,869.50	45.71	3,657.15	7,923.83	
Management Services Specialist/Deputy Board Clerk	30.78	2,462.73	5,335.91	41.56	3,324.68	7,203.48	
Management Services Technician	27.99	2,238.84	4,850.83	37.78	3,022.44	6,548.62	

JOB TITLE / JOB CLASS	HOURLY AND MONTHLY* SALARY RANGE						
	Base Hourly	Base Bi- Weekly	Base Monthly	Maximum Hourly	Maximum Bi- Weekly	Maximum Monthly	
Water Distribution Series							
Operations Manager (E)	56.48	4,518.57	9,790.24	76.25	6,100.08	13,216.83	
Water Distribution Supervisor (E)	42.84	3,426.89	7,424.92	57.83	4,626.30	10,023.64	
Assistant Water Distribution Supervisor	36.62	2,930.00	6,348.33	49.44	3,955.50	8,570.25	
Water Distribution Lead Worker/Operator	31.85	2,547.83	5,520.29	42.99	3,439.56	7,452.39	
Water Distribution Operator II	28.95	2,316.21	5,018.44	39.09	3,126.88	6,774.90	
Water Distribution Operator I	26.32	2,105.64	4,562.22	35.53	2,842.62	6,159.00	
Water Distribution Worker	19.00	1,519.66	3,292.59	25.64	2,051.54	4,445.00	
Operations Specialist Series							
Principal Operations Specialist	42.84	3,426.89	7,424.92	57.83	4,626.30	10,023.64	
Senior Operations Specialist	38.94	3,115.35	6,749.93	52.57	4,205.72	9,112.40	
Operations Specialist	33.44	2,675.22	5,796.30	45.14	3,611.54	7,825.01	
Operations Technician	30.40	2,432.02	5,269.37	41.04	3,283.22	7,113.65	
Water Efficiency Series							
Water Efficiency Supervisor (E)	33.55	2,684.05	5,815.44	45.29	3,623.47	7,850.84	
Senior Water Efficiency Specialist	29.17	2,333.96	5,056.90	39.39	3,150.84	6,826.82	
Water Efficiency Specialist	26.52	2,121.78	4,597.19	35.81	2,864.40	6,206.20	
Water Efficiency Technician	24.11	1,928.89	4,179.26	32.55	2,604.00	5,642.00	
Water Resources Series							
Water Resources Supervisor/Chief Operator (E)	35.01	2,800.73	6,068.25	47.26	3,780.99	8,192.14	
Water Resources Specialist	30.44	2,435.42	5,276.74	41.10	3,287.82	7,123.60	
Water Resources Technician	27.68	2,214.02	4,797.04	37.36	2,988.92	6,476.00	
Intern	11.00	880.00	1,907.00	22.00	1,760.00	3,813.00	

(E) = Exempt *Monthly Salaries are average monthly compensation over a 12-month period based on the Hourly Salary Range.

Policy 4112 Overtime Pay

POLICY TYPE POLICY TITLE		HUMAN RESOURCES OVERTIME PAY AND RECRUITMENT
POLICY NUMBER	:	4112
DATE ADOPTED	:	JUNE 3, 1992
DATE AMENDED	:	JANUARY 12, 2016 SEPTEMBER 13, 2016
AMENDMENTS	:	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) MAY 13, 1997; (4) OCTOBER 17, 2002; (5) FEBRUARY 28, 2006: (6) OCTOBER 14, 2008; (7) MARCH 10, 2009; (8) APRIL 13, 2010; (9) OCTOBER 11, 2011; (10) JANUARY 12, 2016

4112.00 <u>OVERTIME PAY</u>

District overtime pay policy will conform to the requirements of applicable law. All employees, except those who specifically qualify as "Exempt" from these statutes, will be paid at one and one-half (1.50) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a regular work week. A regular work week is defined as a seven-calendar-day period commencing at 12:00 a.m. each Monday and ending at 11:59 p.m. the following Sunday. Pay for work in excess of forty-eight (48) hours in a regular work week will be at two (2.00) times their regular hourly rate of pay.

Hours worked in excess of forty (40) hours in a regular work week during a continuous shift that overlaps the start of a new regular work week, i.e., from Sunday night into Monday morning, shall be counted as overtime hours worked in the regular work week during which the continuous shift began, and shall not be counted as hours worked during the regular work week during which the continuous shift ends.

Leave hours, whether approved, unapproved or granted, shall not be counted as hours worked for the purpose of qualifying for overtime pay except in circumstances where the employee works hours that require returning to work in an emergency situation, after being off duty and are not a continuation of a regular work shift. Under these circumstances, when the leave hours have been scheduled in advance or the employee was out on sick leave the leave hours may be counted as hours worked for the purpose of qualifying for overtime pay.

Compensatory time-off (CTO) in lieu of overtime payments may be granted subject to a maximum CTO accrual (see Policy 4303).

4112.02 Holiday Overtime Pay

All employees, except those listed as "exempt" will be paid at two (2.00) times their regular hourly rate of pay for hours worked on the day of the District observed holiday. For a list of designated District holidays (see Policy 4350).

4112.03 Paid Leave Following Extended Work Shifts

In consideration of the safety and well-being of District employees, all employees, at the

discretion of the General Manager or Assistant General Manager and upon the General Manager's or Assistant General Manager's approval, an employee may be granted authorized Leave-with-Pay on the work day that immediately follows a work shift that prevented the employee from having at least eight (8) non-working hours. The purpose of this provision is to ensure that District employees are not required to work when they are overly fatigued from working an overnight or extended shift and that employees are allowed non-working time off to rest without being required to use their Annual Leave, Compensatory Time-Off (CTO) or take Leave-without-Pay.

Upon returning to work after the prescribed eight (8) non-working hours, the employee may be granted a maximum Leave-with-Pay based upon the time difference to the nearest onequarter hour between their typical work shift starting time and their actual return to work time. In the event that the employee works beyond their typical work shift ending time, the maximum Leave-with-Pay will be reduced by the time worked beyond the typical work shift ending time.

4112.04 Exempt Employees

The following positions are exempt from receiving overtime pay according to State and federal overtime pay provisions because their duties and responsibilities meet the requirements from exemption established under the Fair Labor Standards Act (FLSA):

General Manager Assistant General Manager Operations Manager Project Manager Accounting Supervisor/Principal Accountant Management Services Supervisor Water Efficiency Supervisor Principal Civil Engineer/District Engineer Water Distribution Supervisor Water Resources Supervisor

The District may add additional positions to this list as positions are added or job duties change.

4112.50 OVERTIME RECRUITMENT

Scheduled overtime work shall not be performed without the express approval of the General Manager, Assistant General Manager, Operations Manager, Project Manager, or person designated by them. Emergencies requiring immediate response do not require approval.

When assembling the necessary personnel to perform scheduled overtime or emergency response activities, selections are to be based upon job class and title, seniority, certification and training. The Operations Manager shall prepare and post a job class, job title and seniority list for scheduled and emergency overtime water distribution system related work. The individual in responsible charge of the work shall begin at the top of the job class, job title and seniority list in assembling the work force required and contact, in order, those water distribution system operators until necessary personnel are obtained. If the Operations Manager cannot be contacted, the General Manager, Assistant General Manager, Project Manager, Principal Civil Engineer / District Engineer, Water

Distribution Supervisor, or Water Resources Supervisor shall be contacted. Consult the Emergency Operations Plan if unable to assemble necessary District personnel.

4112.51 Job Class and Job Title

For water distribution system maintenance and construction related activities, the following ordered job classes and job titles are established for overtime recruiting purposes:

d.Journey / ProfessionalWater Distribution Operatore.Entry / ApprenticeWater Distribution Worker		Job Class	Job Title
	b.	Expert / Specialist	Water Distribution Specialist
	c.	Expert / Specialist	Water Distribution Lead Worker / Operator
	d.	Journey / Professional	Water Distribution Operator

When assembling the necessary personnel to perform overtime work, all persons within a higher job class must be afforded the opportunity for overtime work in order of seniority before recruiting from the next lower Job Class.

4112.52 <u>Seniority</u>

Seniority shall be based upon an employee's total employment duration with the District and not upon time of service within a particular Job Title or Job Class.

4112.53 <u>Other Certified Employees</u>

If the individual in responsible charge is unable to assemble the forces necessary to perform the work based upon the Job Class, Job Title and Seniority provisions noted above, other District employees that are certified water distribution operators shall be contacted and allowed to work.

Policy 4130 Reclassification

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	RECLASSIFICATION
POLICY NUMBER	:	4130
DATE ADOPTED	:	JUNE 3, 1992
DATE AMENDED	:	JUNE 10, 2008
AMENDMENTS	:	(1) OCTOBER 17, 1995

4130.00 RECLASSIFICATION [Moved to 4101]

It is the District's goal to maintain classifications of District job descriptions that generally reflect the wage and salary conditions found in other water agencies and related industries (see Policy 4080 for definitions of District job classes and Policy 4090 et al for District job descriptions).

Pursuant to District Compensation Policy 4101, salary ranges for all regular employment positions, with the District shall be established by action of the Board of Directors.

When surveys or other data show that a position's classification requires modification, the duties and responsibilities contained in the job description will be reviewed. Since reclassification of a job will not necessarily increase or decrease an employee's rate of pay, salary increases may be made during the scheduled evaluation cycles based upon the employee's performance. In the event that a position classification has to be changed to a classification with a lower salary range, the General Manager will determine if the employee's pay rate will be reduced. If the employee's pay rate is not reduced, the pay rate will remain frozen, with no merit or COLA increases, until the Salary Schedule is modified such that an increase may be considered.

The General Manager shall inform the members of the Board of Directors of all reclassifications.

Move to Policy Number 4101

Policy 4820 California Public Employees Retirement System

POLICY TYPE POLICY TITLE		HUMAN RESOURCES CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)
POLICY NUMBER	•	4820
DATE ADOPTED	:	JANUARY 7, 1986
DATE AMENDED	:	NOVEMBER 19, 2014 SEPTEMBER 13, 2016
DATE EFFECTIVE	:	SEPTEMBER 19, 2016
AMENDMENTS	:	(1) JUNE 3, 1992; (2) OCTOBER 17, 1995; (3) FEBRUARY 6, 2001; (4) JUNE 10, 2008; (5) FEBRUARY 12, 2013; (6) NOVEMBER 19, 2014

4820.00 <u>PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)</u>

4820.01 <u>Membership</u>

The District is a member of the Public Employees' Retirement System (PERS) of the State of California (CalPERS) and membership is compulsory for all Regular and Part-Time employees except those specifically excluded by CalPERS eligibility regulations.

4820.02 Retirement and Other Benefits for CalPERS Members

Requirements for vesting in the CalPERS retirement system, service retirement or disability retirement, death benefits and other CalPERS benefits are set forth in the District's contract(s) with CalPERS and by regulations and procedures established and enforced by CalPERS. Employees are encouraged to visit the CalPERS website, <u>my.calpers.ca.gov</u>, for more information about their CalPERS retirement options and benefits or to contact the Human Resources Management Services Specialist for more information about CalPERS benefits

4820.03 <u>Separation of Employment</u>

Upon separation of employment, an employee will have various options regarding their CalPERS contributions and status depending upon their years of service and vesting in the CalPERS retirement system. Employees are encouraged to visit the CalPERS website, my.calpers.ca.gov for more information regarding their options upon separation of employment or to contact the Human Resources Management Services Specialist for more information.

4820.04 <u>Employee</u> Cal<u>PERS Contributions</u>

Requirements for employee contributions toward their CalPERS retirement benefit are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS. It is the policy of the District for the District to pay the required employee contribution to PERS to the extent allowable under the District's contract and by PERS regulations and procedures.

4280.05 <u>District CalPERS Contributions</u>

Requirements for District contributions toward employees' CalPERS retirement benefits are set forth in the District's contract with CalPERS and by regulations and procedures established and enforced by CalPERS.

Resolution 25-2016 Employer Paid Member Contributions

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 25-2016

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the Citrus Heights Water District has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the Citrus Heights Water District has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Citrus Heights Water District of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the Citrus Heights Water District has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of Classic First Level and Classic Second Level Membership Category.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be September 19, 2016.

NOW, THEREFORE, IT BE RESOLVED that the governing body of the Citrus Heights Water District elects to pay EPMC, as set forth above.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 13th day of September 2016, by the following vote, to-wit:

AYES:	Directors:	Dains, Sheehan, Riehle
NOES:	Directors:	None
ABSTAIN:	Directors:	None
ABSENT:	Directors:	None

SEAL

ALLEN B. DAINS, President Board of Directors Citrus Heights Water District ATTEST:

ROBERT A. CHURCHILL, Secretary Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: EMPLOYMENT AGREEMENT AMENDMENTS— ELIMINATION OF THE EMPLOYER PAID MEMBER CONTRIBUTION (EPMC) OF THE CALPERS PENSION BENEFIT AND SALARY ADJUSTMENTS
STATUS REPORT DATE PREPARED BY	 PENSION BENEFIT AND SALART ADJOSTMENTS Discussion and Action Item September 2, 2016 Robert A. Churchill, General Manager Hilary M. Straus, Assistant General Manager

OBJECTIVE:

Discussion / Possible Action to Amend Current General Manager Employment Agreement.
 Discussion / Possible Action to Amend Incoming General Manager Employment Agreement.
 Discussion / Possible Action to Amend Executive / Manager / Supervisor Employment Agreement Template for Employees currently Employment Agreements.

Discussion / Possible Action to Amend Executive/Manager/Supervisor Employment Agreement Template for future use

BACKGROUND AND ANALYSIS:

This is a companion item to Agenda Item O-3, Policy Amendments—Adoption of New Salary Ranges and Elimination of the Employer Paid Member Contribution (EPMC). This item is also: 1) a follow-up to the August 9, 2016 Study Session concerning the Citrus Heights Water District's (the District) Total Compensation Study and consideration of employees paying their member contributions to their CalPERS pensions thereby eliminating the employer paid member contribution (EPMC) now being paid by the District; and 2) the August 29, 2016 Closed Session regarding the transferring the responsibility for member contributions from the District to the employees including those employees under Employment Agreements(Operations Manager (OM) and Project Manager (PM)).

The District has obtained a legal opinion from Liebert Cassidy Whitmore (LCW), a leading California law firm specializing in public sector labor, employment practices and CalPERS pension issues, concerning whether or not the District can continue to pay an EPMC benefit on behalf of the General Manager and other employees under Employment Agreements to their CalPERS pensions when considering having all other employees pay their member contributions.

LCW found that the General Manager and other employees under Employment Agreements cannot continue to receive the District-paid EPMC benefit if that benefit is eliminated for all other employees of the District. The EPMC benefit for the General Manager and employees under Employment Agreements would be limited to that of the next closest group or class of employees, which will be zero. Therefore, the General Manager and employees under Employment Agreements cannot receive the District-paid EPMC if EPMC is eliminated for all other District employees.

Further, at the August 9th Study Session, the District's Board of Directors expressed a preference to consider granting a salary offset to employees in exchange for employees paying their member contributions instead

of those contributions being paid as EPMC by the District. Consequently, LCW advises that under CalPERS rules, employees (i.e., CalPERS classic members and CalPERS new members (employees hired after the pension reform law went into effect in 2013, and who are already paying their member contributions to their pensions)) who are in the same employee class or grouping should receive the same salary increase. If they do not, any salary increase awarded to some employees and not to others in the same class or grouping during this transference of payment of member contributions responsibility would be in jeopardy of not being counted by CalPERS as reportable for pension calculation purposes.

Given the complexity of CalPERS rules and in an effort to fulfill the intent of the Board's interest to provide a salary offset to employees during this transference of member contribution responsibility from the District to employees, the least risky option from a CalPERS perspective and the fairest solution to all employees is to provide a seven percent (7%) salary range and salary offset to all employees, including employees on Employment Agreements, non-employment agreement classic CalPERS members and new CalPERS members.

The salary ranges for all employees, including the current General Manager, the incoming General Manager, and other employees working under Employment Agreements, are proposed/recommended to be amended by the Board of Directors in Agenda Item O-3 (via an amendment to District Policy 4101.A1, Salary Schedule) at this Regular Meeting. However, only the Board of Directors can approve actual salary changes for the current and the incoming General Managers, through their Employment Agreements, and only the Board can amend the Executive/Manager/Supervisor Employee Agreement templates including those for other employees currently on Employment Agreements to provide for a salary offset in exchange for employees paying their member contributions.

Item	Notes and Changes	Attachment Number
Current General Manager	Eliminates the Employer Paid Member	Attachment 1
Agreement	Contribution and Provides a seven percent	
	(7%) offset in Salary.	
Incoming General Manager	First paragraph, the Effective Date of the	Attachment 2
Agreement	Agreement is revised from November 18, 2016	
	to 5:30 PM, November 17, 2016.	
	One additional provision not discussed above, Section 3A, a provision is added approving the Incoming General Manager to use the title "General Manager" versus "Interim General Manager" for professional purposes (e.g., printing of business cards, etc.) during the period November 21, 2016 to May 16, 2017. Eliminates the Employer Paid Member Contribution and Provides a seven percent	
	(7%) offset in Salary.	
Executive/Manager/Supervisor	Eliminates the Employer Paid Member	Attachment 3
Employment Agreement	Contribution and Provides a seven percent	

A summary of the employment agreement amendments and corresponding attachments is provided below.

Item	Notes and Changes	Attachment Number
Template for Employees	(7%) offset in Salary.	
currently on Employment	Add "Supervisor" to the Agreement to be	
Agreements (OM & PM)	utilized at the discretion of the General	
	Manager. Other administrative edits.	
Executive/Manager/Supervisor	Add "Supervisor" to the Agreement to be	Attachment 4
Employment Agreement	utilized at the discretion of the General	
Template for future use	Manager. Other administrative edits.	

RECOMMENDATION:

The following actions are recommended. **Note**—In accordance with State Statute concerning public sector management compensation, each contract/contract amendment needs to be taken with a separate action.

Item	Recommended Action
Current General Manager Agreement	Approve Amendments
Incoming General Manager Agreement	Approve Amendments
Executive/Manager/Supervisor Employment	Approve Amendments to Agreement
Agreement Template for Employees currently on	Template for General Manager action
Employment Agreements (OM & PM)	
Executive/Manager/Supervisor Employment	Approve Amendments to Agreement
Agreement Template for future use	Template for General Manager use

Should the Board adopt these amendments to these Employment Agreements and salary range changes in Policy 4101.A1 and Resolution 25-2016 per Agenda Item O-3 as recommended, the timeframe for implementation of the EPMC elimination and salary changes would begin with the new pay period that starts September 19, 2016, with a pay date of October 6, 2016 for the current General Manager and for employees working under employment agreements, and November 21, 2016, for the incoming General Manager.

ACTION:

Moved by Director	, Seconded by Director	, Carried
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Current General Manager Employment Agreement

CITRUS HEIGHTS WATER DISTRICT

GENERAL MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement effective on September 13, 2016, is between the Citrus Heights Water District, a public agency ("District"), and Robert Allen Churchill, an individual ("Mr. Churchill"). As parties to this Employment Agreement, the District and Mr. Churchill agree to the following terms and conditions of employment.

This Employment Agreement supersedes any and all written and verbal employment terms and conditions between District and Mr. Churchill commencing September 1, 1986, the effective date of Mr. Churchill's appointment by the Board of Directors as District General Manager, and the effective date written above.

1. RECITAL. The District desires to retain the service of Mr. Churchill as the General Manager of the District, and Mr. Churchill consents to provide said services, subject to the terms and conditions of this Employment Agreement.

2. **TERM OF EMPLOYMENT**. The District hereby employs Mr. Churchill from the date of this Employment Agreement until the employment is concluded by either party in accordance with the provisions of Article 6 of this Employment Agreement. Mr. Churchill shall continue the performance of his duties as General Manager.

3. AT-WILL EMPLOYMENT. General Manager is an at-will employee who shall serve at the pleasure of the Board of Directors. The terms of the District's human resources rules, policies, procedures, ordinances or resolutions ("Human Resources Policies") shall apply, except that in the event of any difference or conflict between such Policies and this Employment Agreement, this Employment Agreement shall control. This at-will employment shall be subject to the rights and obligations of District and Mr. Churchill as set forth in this Employment Agreement.

4. DUTIES AND RESPONSIBILITES.

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

(b) Accountability. Mr. Churchill shall provide service at the direction of and under the supervision of the District's Board of Directors. General Manager shall report directly to Board of Directors and will give a report of his activities on a periodic basis to the Board of Directors as determined by the Board.

(c) Executive Officer. Mr. Churchill shall serve as the Executive Officer of the District, and is hereby designated as the person who shall have charge of, handle and have access to the property of the District. Mr. Churchill shall be responsible to the Board of Directors for the proper administration of all affairs of the District. Mr. Churchill shall have, pursuant to California Water Code Section 71362, and subject to District's Policies, full charge and control of the construction, maintenance, and operation of the water systems and other facilities under the operational control of the District.

(d) Work Hours. Mr. Churchill agrees to dedicate his full time and attention to the discharge of the General Manager's duties and will be available to work at such times as necessary to fully and competently perform the duties of General Manager, regardless of the number of hours necessary. Mr. Churchill acknowledges that the duties of General Manager may require an average of more than forty hours per week, and that some day-to-day work hours may vary. Mr. Churchill 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 eight hours per day or forty hours per week.

(e) Other Activities. Mr. Churchill 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 of the District.

Mr. Churchill will not engage in any conduct or other employment or business that would interfere with his responsibilities and duties to the District or that would reflect unfavorably on the interests of the District.

Except upon the prior written consent of the Board of Directors or as stated below, Mr. Churchill, during the term of this Employment Agreement, shall not accept any other employment; or 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, Mr. Churchill shall disclose in confidence to the Board of Directors 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.

5. COMPENSATION AND BENEFITS. In consideration of the services to be provided by Mr. Churchill under this Employment Agreement, the District will provide to Mr. Churchill the following salary and benefits:

(a) **Regular Salary.** During the term of this Employment Agreement, Mr. Churchill will be paid a Regular Salary as specified in Exhibit C to this Employment Agreement. This amount shall be paid pursuant to regularly established procedures, and as they may be amended by the District at its sole discretion. The Regular Salary will be subject to modification by (1) the same cost-of-living adjustment (COLA), if any, as approved in open session at a public meeting of the Board of Directors for all District Employees; by (2) the amount of any merit salary adjustment, which may or may not coincide with a Performance Evaluation for the General Manager, and as approved in open session at a public meeting of the Board of Directors; by (3) an amount

determined pursuant to a salary survey of similar positions and responsibilities approved in open session at a public meeting of the Board of Directors; (4) an amount equal to Mr. Churchill's mandated member contribution to CalPERS, currently set at seven percent (7%) of Mr. Churchill's salary or gross wages; or by (4) (5) any other means as determined at the sole discretion of the District and approved in open session at a public meeting of the Board of Directors.

(b) **Benefits.** Mr. Churchill shall be provided the same types of benefits afforded by the District to other regular full-time management-level exempt employees, which now exist or hereafter may be adopted or amended, in accordance with the District's Human Resources Policies, except that in the event of any difference or conflict between such benefits and this Employment Agreement, this Employment Agreement shall control.

(i) In addition to the benefits afforded above, Mr. Churchill 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 ten (10) 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 ten (10) year period. The beneficiary(ies) of said insurance policy will be determined by Mr. Churchill.

(c) Vehicle. Mr. Churchill'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 Mr. Churchill.

(d) Expenses. Mr. Churchill will be entitled to be reimbursed for the reasonable amount of his actual and necessary expenses incurred in carrying out his duties 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.

(e) **Performance Evaluation.** The Board of Directors shall provide Mr. Churchill with an evaluation of his performance annually or more frequently at the sole discretion of the Board of Directors. This evaluation shall detail Mr. Churchill'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, the Board of Directors shall provide Mr. Churchill with a written summary of the goals he is to accomplish in the following calendar year. 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 Board of Directors.

At the discretion of the Board of Directors, performance incentives (i.e. regular salary adjustment, lump sum stipend, retirement/deferred compensation contribution, time-off, other benefits) may be authorized, contingent upon accomplishment of the goals and objectives.

(f) Other Terms and Conditions of Employment. Mr. Churchill's employment also will be governed by the District Policy Manual, and the District and Mr. Churchill will comply with all applicable provisions of the Manual. If any term or condition of this Employment Agreement is inconsistent or in conflict with a term or condition of the Policy Manual, the provisions of this Employment Agreement will govern. Mr. Churchill 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, and that in many respects the General Manager is the spokesperson and representative of the District. Mr. Churchill 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 employees.

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

(a) By the District Not For Cause. At any time, District may dismiss Mr. Churchill from employment with the District <u>without cause</u> (as defined below) by providing Mr. Churchill with 180 (one hundred eighty) days advance written notice in consideration of his more-thanthirty year tenure with the District. The District shall have the option, at its sole discretion, to dismiss Mr. Churchill's employment at any time prior to the end of such notice period, provided District pays Mr. Churchill all compensation due and owing through the last day actually worked, plus an amount equal to the regular salary, benefits, and accrued benefit balances Mr. Churchill would have earned and accrued through the balance of the above notice period, or through the remaining balance of the Employment Agreement, which ever is less; thereafter, all of District's obligations under this Employment Agreement shall cease unless otherwise stated. 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.

The District may dismiss Mr. Churchill as provided in this Article notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of District relating to the employment, discipline, or dismissal/discharge of District employees.

(b) By the District for Cause. District may dismiss Mr. Churchill from employment with the District <u>for cause</u>. Said dismissal from of employment shall be for "cause" if Mr. Churchill: (i) acts in bad faith and to the detriment of District; (ii) refuses or fails to act in accordance with any specific legal direction or order of the Board of Directors; (iii) exhibits unfitness or unavailability for service in regard to his employment, materially unsatisfactory performance, misconduct, dishonesty, habitual neglect of duty, gross insubordination or incompetence; (iv) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (v) breaches any material term of this Employment Agreement; provided however, that the District does not arbitrarily or capriciously call for his dismissal.

Notice of the proposed dismissal by the District shall be given in writing to Mr. Churchill along with a reasonably detailed statement of causal actions, charges and copies of the materials upon which the proposed action is based. Mr. Churchill shall be entitled to a hearing before the District's Board of Directors. Reasonable time shall be permitted for the Mr. Churchill to prepare for the hearing. Such hearing shall be conducted in Closed Session, unless specifically prohibited by State law. A public hearing will be granted upon Mr. Churchill's written request. After the hearing, the Board of Directors may affirm, modify, or reverse its decision to dismiss for "Cause." Any decision by the District shall be in writing and shall be served upon Mr. Churchill within fourteen (14) calendar days of the hearing.

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

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

(d) By Mr. Churchill. At any time, Mr. Churchill may conclude this Employment Agreement and retire or voluntarily resign from his employment with the District by providing President of the Board of Directors with not less than ninety (90) calendar days advance written notice. District shall have the option, in its sole discretion, to conclude the employment of Mr. Churchill at any time prior to the end of such notice period, provided District pays Mr. Churchill all compensation due and owing through the last day actually worked, plus an amount equal to the base salary, benefits, and accrued benefit balances Mr. Churchill would have earned through the balance of the above notice period; thereafter all of the District's obligations under this Employment Agreement shall cease unless otherwise stated.

(e) Obligations at the Conclusion of Employment.

(i) Mr. Churchill 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 Mr. Churchill in the course of or incident to his employment, belongs to District and shall be returned promptly to District upon termination of the Term of Employment except for copies of public records and notes which are in the personal custody of Mr. Churchill.

(ii) The representations and warranties contained in this Employment Agreement and Mr. Churchill's obligations shall survive the conclusion of the Term of Employment and the expiration of this Employment Agreement.

(iii) Following any conclusion of the Term of Employment, Mr. Churchill shall fully cooperate with District in all matters relating to the completion of pending work on behalf of District and the orderly transfer of work to other employees of the District. Mr. Churchill shall also cooperate in the defense of any action brought by any third party against District that relates in any way to Mr. Churchill's acts or omissions while employed by District.

(iv) The District agrees that all post-employment benefits earned and accrued by Mr. Churchill resulting from his more than thirty (30.00) year tenure with the District shall survive the Conclusion of the Term of Employment regardless of whether said Conclusion is without cause, for cause, by mutual agreement, by retirement or by a voluntary resignation. Similarly, term life insurance benefits provided in this Employment Agreement shall survive the conclusion of the Term of Employment in accordance with Article 5 (b) (i).

Notwithstanding the provisions of any District rule, regulation, policy, procedure or practice to the contrary, upon the conclusion of Mr. Churchill's Term of Employment, whether with or without cause, Mr. Churchill will not be entitled to any compensation, benefits, damages or other monetary award except as specifically authorized by this Employment Agreement.

7. AMENDMENTS. This Employment Agreement may be amended only by a subsequent writing approved and signed by each of the parties. Any amendment by the District must be approved in open session at a public meeting of the Board of Directors. Individual members of the Board of Directors do not have the authority, express or implied, to amend, modify, waive or in way alter this Employment Agreement or the terms and conditions of Mr. Churchill's employment.

No failure to exercise and no delay in exercising any right, remedy, or power under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this 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:	Notice Addresses
Exhibit B:	Job Description for District General Manager
Exhibit C:	Regular Salary Compensation

9. ENTIRE AGREEMENT. This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting Mr. Churchill's employment by the District, and any other 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.

10. NOTICES. Any notice or other communication under this 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 Board of Director of the District or to Mr. Churchill at the corresponding address provided in Exhibit A. Mr. Churchill shall be obligated to notify District in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.
12. 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.

13. SUCCESSORS AND ASSIGNS. This Employment Agreement is personal to Mr. Churchill. He may not transfer or assign the 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.

14. 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.

15. ACTION BY DISTRICT. All actions required or permitted to be taken under this Employment Agreement by District, including, without limitation, exercise of discretion, consents, waivers, and amendments to this Employment Agreement, shall be made and authorized only by the 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.

16. 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.

17. 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.

18. 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.

19. GENERAL MANAGER ACKNOWLEDGMENT. Mr. Churchill 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 effective date first written above.

By: Allen B. Dains, President Board of Directors

Date

Seal

GENERAL MANAGER

By: Robert Allen Churchill

Date

GENERAL MANAGER EMPLOYMENT AGREEMENT

EXHIBIT A NOTICE ADDRESSES

District's Notice Address:

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

Mr. Churchill's Notice Address: 8510 LeParc Court Fair Oaks, California 95628-2664

GENERAL MANAGER EMPLOYMENT AGREEMENT

EXHIBIT B JOB DESCRIPTION FOR GENERAL MANAGER

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 costeffective 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.

Ability to:

- 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.

GENERAL MANAGER EMPLOYMENT AGREEMENT

EXHIBIT C REGULAR SALARY COMPENSATION

Regular Salary:

\$ 93.76 per hour
\$ 7,500.80 bi-weekly
\$ 16,001.73 monthly
\$195,020.80 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 CalPERS pick-up Adjustment:

September 19, 2016

Payroll Authorization:_

By: Allen B. Dains, President Board of Directors Citrus Heights Water District Date

ATTACHMENT 2

Incoming General Manager Employment Agreement

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 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. 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 (4) (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.

INDEMNIFICATION. The DISTRICT shall defend, hold harmless and indemnify 6. EMPLOYEE against any tort, civil rights, personnel, discrimination, professional liability or other legal action, whether groundless or otherwise, arising out of an claim or demand 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 losses, damages, judgments, interest, settlements, all 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 ManagerExhibit B: Regular Salary CompensationExhibit 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.

By: Allen B. Dains President, Board of Directors

Date

EMPLOYEE

By: Hilary M. Straus

Date

EXECUTIVE/MANAGER EMPLOYMENT AGREEMENT

EXHIBIT A

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

4090.20.01 JOB DEFINITION

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 costeffective 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.

Ability to:

- 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:

By:

Allen B. Dains President, Board of Directors

Date

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 number 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 3

Executive/Manager/Supervisor Employment Agreement Template for Current Employees on Employment Agreements

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective ______, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and ______, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Department Manager, or Supervisor, 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 General Manager, 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 [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] 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 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 upon being executed by EMPLOYEE and approved and executed by the General Manager. 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/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager 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 General Manager 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 General Manager 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) **Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], 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 General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'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 [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] 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.

(e) 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/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] 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/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, 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 [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) **Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. 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 General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she 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.
- (ii) <u>Rewards and Recognition.</u> At the discretion of the General Manager, 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 General Manager at his/her discretion.

(g) 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 / Supervisors 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 DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

Salary. During the term of this Employment Agreement, EMPLOYEE will be (a) paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; 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 [JOB TITLE]; 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 (4) (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 General Manager, 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 General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor 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.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. 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/her actual and necessary expenses incurred in carrying out his/her duties and responsibilities as [JOB TITLE] 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, upon advance notice to and written approval by the General Manager, 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/her 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, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager 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 parties 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/her employment with the DISTRICT by providing the General Manager 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 six (6) 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/her 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. 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 [JOB TITLE]
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 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.

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 General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her 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:

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/she 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/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her 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.

CITRUS HEIGHTS WATER DISTRICT

By: Robert A. Churchill General Manager/Secretary Date

EMPLOYEE

By:

Date

EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT A JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	JOB DESCRIPTION FOR [JOB TITLE]
POLICY NUMBER	:	
DATE ADOPTED	:	
DATE AMENDED	:	
JOB CLASS	:	EXECUTIVE / MANAGER / SUPERVISOR
EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

\$ ____ per hour

\$ _____ bi-weekly
\$ _____ monthly

\$ ____ per year

The Regular Salary Range for this position is from a bi-weekly base of \$_,____ (\$____per hour) to a bi-weekly maximum of \$-_, ____ (\$_____per hour) pursuant to the District's Salary Schedule effective September 19, 2016.

Effective Date for Regular Salary Compensation: _____, 20___

Payroll Authorization:

Robert A. Churchill By: General Manager/Secretary

Date

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her 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 six (6) 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/she 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 State and federal 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 number 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, life or health insurance, or any other EMPLOYEE benefits.

ATTACHMENT 4

Executive/Manager/Supervisor Employment Agreement Template

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT FOR [JOB TITLE]

This Employment Agreement effective ______, 20__ pursuant to final execution by all parties, is between the Citrus Heights Water District, a public agency ("the DISTRICT"), and ______, an individual ("EMPLOYEE"), and is intended to establish compensation, benefits, and terms and conditions of employment for [JOB TITLE]. The General Manager has the authority to employ and terminate the employment of EMPLOYEE. EMPLOYEE acknowledges that as an Executive, Department Manager, or Supervisor, 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 General Manager, 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 [JOB TITLE].

RECITALS

WHEREAS, the DISTRICT desires to retain the service of EMPLOYEE as [JOB TITLE] TITLE] 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 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 upon being executed by EMPLOYEE and approved and executed by the General Manager. 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/she is an at-will EMPLOYEE who shall serve at the pleasure of the General Manager 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 General Manager 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 General Manager 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) **Duties.** EMPLOYEE's duties and responsibilities under this Employment Agreement will be those assigned to the office of [JOB TITLE], as described in the job description for [JOB TITLE] position, as adopted and amended from time to time by the DISTRICT's General Manager, and such other duties and responsibilities as may be assigned in writing by the General Manager. The current job description for [JOB TITLE] is attached as Exhibit A to this Employment Agreement. By execution of this Employment Agreement, EMPLOYEE attests that he/she meets the qualifications for employment as stated in said Exhibit A.

(b) Accountability. EMPLOYEE shall provide service at the direction of and under the supervision of the General Manager. EMPLOYEE shall report directly to the General Manager and will give a report of his/her activities on a periodic basis to the General Manager.

(c) Job Position. EMPLOYEE shall serve as [JOB TITLE], 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 General Manager for the proper administration of the duties and responsibilities required of [JOB TITLE].

(d) Work Hours. EMPLOYEE agrees to dedicate his/her full time and attention to the discharge of [JOB TITLE]'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 [JOB TITLE], regardless of the number of hours necessary. EMPLOYEE acknowledges that the duties of [JOB TITLE] 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.

(e) 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/her duties and responsibilities to the DISTRICT. EMPLOYEE further acknowledges that the position of [JOB TITLE] 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/her employment with the DISTRICT that reflects unfavorably on or discredits the DISTRICT, its Board of Directors, its General Manager or other DISTRICT employees.

Except upon the prior written consent of the General Manager, 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 [JOB TITLE]'s time and attention, EMPLOYEE shall disclose in confidence to the General Manager the nature and scope of any other business activity in which he/she is or becomes engaged during the term of this Employment Agreement. This shall not be deemed to prohibit passive personal investments.

(f) **Performance Evaluation.** The General Manager shall provide EMPLOYEE with an evaluation of his/her performance annually or more frequently at the sole discretion of the General Manager. 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 General Manager, the General Manager shall provide EMPLOYEE with a written summary of the goals he/she 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.
- (ii) <u>Rewards and Recognition.</u> At the discretion of the General Manager, 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 General Manager at his/her discretion.

(g) 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 / Supervisors 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 DISTRICT'S Personnel policies, procedures, ordinances and resolutions, the terms of this Employment Agreement will prevail.

Salary. During the term of this Employment Agreement, EMPLOYEE will be (a) paid the salary as specified in Exhibit B to this Employment Agreement. In recognition of the covenants contained herein, EMPLOYEE's salary will be increased by three percent (3%) over EMPLOYEE's current salary as of the final execution of this Employment Agreement. This three percent (3%) increase shall apply to EMPLOYEE's position or salary range. If such an increase causes EMPLOYEE's salary to exceed the maximum of the salary range for the position, for purposes of this Employment Agreement only, the maximum of said salary range shall be increased to equate to the new salary. EMPLOYEE may receive salary merit increases at the discretion of the General Manager; 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 [JOB TITLE]; by (3) an amount determined pursuant to a total compensation survey of similar positions; or by (4) 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 General Manager, 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 General Manager at his/her discretion.

(c) **Benefits.** EMPLOYEE shall be provided the same types of benefits afforded by the DISTRICT to other regular full-time Executive / Manager / Supervisor 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.

(d) Cellular Telephone. EMPLOYEE shall receive a DISTRICT provided cellular telephone for the DISTRICT's business. 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/her actual and necessary expenses incurred in carrying out his/her duties and

responsibilities as [JOB TITLE] 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, upon advance notice to and written approval by the General Manager, 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/her 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, upon advance notice to and written approval by the General Manager, and subject to available funds.

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

(a) By the DISTRICT Without "Cause." The General Manager has the authority, at his/her sole discretion, to terminate EMPLOYEE's employment with the DISTRICT without "cause" at any time.

(b) By the General Manager for "Cause." The General Manager 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 parties 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/her employment with the DISTRICT by providing the General Manager 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 six (6) 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/her 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 [JOB TITLE]
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 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.

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 General Manager of the DISTRICT. EMPLOYEE shall be obligated to notify the DISTRICT in writing of any change to his/her 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 **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/she 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/she has had the opportunity to consult legal counsel in regard to this Employment Agreement, that he/she has read and understands this Employment Agreement, that he/she is fully aware of its legal effect, and that he/she has entered into it freely and voluntarily and based on his/her 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.

CITRUS HEIGHTS WATER DISTRICT

By: Robert A. Churchill General Manager/Secretary Date

EMPLOYEE

By:

Date

EXECUTIVE/ MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT A JOB DESCRIPTION FOR [JOB TITLE]

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	JOB DESCRIPTION FOR [JOB TITLE]
POLICY NUMBER	:	
DATE ADOPTED	:	
DATE AMENDED	:	
JOB CLASS	:	EXECUTIVE / MANAGER / SUPERVISOR

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT B REGULAR SALARY COMPENSATION FOR [JOB TITLE]

Salary:

\$ ____ per hour

\$ _____ bi-weekly
\$ _____ monthly

\$ ____ per year

The Regular Salary Range for this position is from a bi-weekly base of \$_,____ (\$____per hour) to a bi-weekly maximum of \$-_, ____ (\$_____per hour) pursuant to the District's Salary Schedule effective September 19, 2016.

Effective Date for Regular Salary Compensation: _____, 20___

Payroll Authorization:

Robert A. Churchill By: General Manager/Secretary

Date

EXECUTIVE / MANAGER / SUPERVISOR EMPLOYMENT AGREEMENT

EXHIBIT C GENERAL RELEASE POLICY

Severance Pay. In the event EMPLOYEE is terminated without "cause," as determined by the General Manager in his/her 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 six (6) 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/she 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 State and federal 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 number 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, life or health insurance, or any other EMPLOYEE benefits.

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: 2017 BUDGETS AND WATER RATES
STATUS	: Discussion Item
REPORT DATE	: September 07, 2016
PREPARED BY	: Susan K. Sohal, Accounting Supervisor
	Hilary M. Straus, Assistant General Manager

OBJECTIVE:

Review and discuss major issues related to the draft Operating and Capital Improvement Budgets for 2017, water rates issues for 2017 and discuss water rate adjustments options for 2017.

SUMMARY:

Presented for consideration at this 2017 Budget and Rate Workshop are the following recommendations:

- A 2017 Operating Budget of \$9.41 million, representing an overall increase of about \$332,000, or 3.66% percent, above 2016 authorized budget levels.
- Consider one of the three options for the 2017 Water Rate Adjustments:
 - *Option A* Proposed 13% revenue increase, which is modeled through the 2013 approved Financial Plan.
 - *Option B* Proposed 9% revenue increase, which is modeled through the 2013 approved Financial Plan.
 - *Option C* Proposed 7.25% revenue increase, which is modeled through the 2013 approved Financial Plan.
- Consider the 2017 Capital Improvement Budget with the above respective Water Rate Adjustments:
 - Option A & Option B \$8.94 million in 2017 projects, with another \$3.11 million in projects carried over from prior years. The total 2017 Capital Improvement Budget is \$12.05 million.
 - *Option C* \$8.10 million in 2017 projects, with another \$3.11 million in projects carried over from prior years. The total 2017 Capital Improvement Budget is \$11.21 million.

This report includes the following supporting information:

1. 2017 Proposed Operating Budget Summary (Attachment 1).

- 2. 2017 Proposed Capital Improvement Budget Summary by Category and Summary by Project (Attachment 2).
- 3. 2017 Proposed Water Rate Options (Attachment 3).

BACKGROUND AND ANALYSIS:

As the Citrus Heights Water District plans for 2017, some of the key issues the budget addresses are as follows:

- Economic activity. The recent upswing in building and economic activity in the area has a spillover effect on workload in various areas of District operations, from increased need for operations staff to cover in house projects to greater customer service activity related to buying and selling of property. With building activity on the rise, the District is beginning to see the effect in the form of higher bids for projects.
- Workforce transition. The composition of the District's very stable and experienced workforce • continues to undergo change as more long-time employees reach retirement age. The District has experienced more employee retirements in the past three years than it did during the ten previous years. The succession and retirement planning is continuing forward into the year. Most forwardly is the retirement of the General Manager. With the incoming new General Manager, we are flattening the organization by eliminating the Assistant General Manager position at this time. Earlier this year in March, we did a reclassification of the single purpose Human Resources Specialist and the Accounts Payable Specialist to a general purpose Management Services Supervisor and a Management Services Specialist, respectively, and we added a Senior Accountant to the Finance Department. As we continue with succession planning we look to the upgrade of the Associate Civil Engineer to the Principal Engineer and most importantly to serve as the District Engineer due to the General Manager's departure. Looking ahead as we further develop the career ladders with job descriptions, the District will be monitoring how to better utilize the staffing resources for efficiency in a multipurpose and cross functioning organization. The transition has some positive aspects from a financial standpoint as new employees are hired it creates a cost savings and reduction in the growth of rate of costs.
- Addition of Operations Technician. The proposed budget options reflect and addition of an Operations Technician to better staff the District's Operations Department as opposed to utilizing temporary help.
- Water Supply Agreement with San Juan Wholesale District. On June 2016, the SJWD Board of Directors proposed a 16% Overall Wholesale Water Rate Adjustment. This resulted in a 19% aggregate increase for the District in purchased water.
- **Replenishment Creation of Reserves.** The proposed budget restores the remaining \$266,000 over a two year period to the Rate Stabilization Reserve. Per Option A, \$300,000 is proposed to begin funding a newly proposed Water Meter Replacement Reserve for buildup of funds towards Meter Replacements at the end of their useful life projected to start in 2025.

Operating and Capital Budget Overview

Preliminary 2017 spending proposed for operations and capital improvements are summarized below.

Operating Budget: \$9.41 million, increase of 3.66%, or \$332,000 from the 2016 budget.

- A 19% aggregate increase in cost of treated water cost from San Juan Water District. The projected quantity of water estimated to be purchased is 12,000 AF.
- A \$200,000 increase in Professional/Contract Services for the planning of Project 2030, The Water Main Replacement Program.
- Salary COLA increases of 1.2% (estimated based on the July 2016 Consumer Price Index -West) and merit increases averaging 3.7% at the discretion of the General Manager. However, some salary amounts will go down due to decreased salary amounts for new employees replacing long-term employees who were at higher points in their salary ranges.
- Employee benefit cost decrease of about \$40,000. A number of factors contribute to the overall decrease including new employees whose CalPERS contribution rates are lower, lower total Healthcare premiums as a result of new employees replacing long-term employees who were at higher premium points, an increase of 10% in Healthcare premium costs and an increase of 14% in the District's CalPERS employer contribution rate as a result of the GASB 68 Unfunded Liability Payment of \$368,000.

About \$500,000 in salary and benefit costs are allocated to the Capital Improvement Budget to account for time spent in the planning, design, construction and inspection of capital projects by District employees.

Capital Improvement Budget:

- Option A & Option B \$8.94 million in 2017 projects, with another \$ 3.11million in projects carried over from prior years. The total 2017 Capital Improvement Budget is \$12.05 million.
- Option C \$ 8.10 million in 2017 projects, with another \$3.11 million in projects carried over from prior years. The total 2017 Capital Improvement Budget is \$11.21 million.

Project highlights include:

- Replacement of aging customer water services budgeted at \$550,000.
- Replacement, upgrades and new fire hydrants for \$150,000.
- Operations Building Remodel/Reinvestment project scheduled to start design in 2017 with construction targeted for 2018 at a total cost of \$1.48 million.

- Three water main replacement or installation projects scheduled to start design in 2017 with construction targeted for 2018 at a total cost of \$2.77 million.
- Operations equipment replacements and new equipment totaling \$287,000 for 2017.
- Carryover of Upgrades/Replacements to the District's billing and accounting software for the Administration department for a total of \$450,000 (2017) and \$250,000 for the Document Management Plan (2018).
- Groundwater Well property acquisition budgeted at \$890,000 for Options A & B. Property acquisitions will be deferred for Option C.

Funds and Reserves Transfers:

- Reflects a transfer of \$100,000 to replenish the Rate Stabilization Reserve in 2017 and \$166,000 in 2018.
- Replenishment of the Water Efficiency Reserve of \$75,000.
- Buildup of the Water Supply Reserve of \$100,000.
- Additional transfer of \$300,000 in Option A to a newly proposed Water Meter Replacement Reserves for buildup of funds towards Meter Replacements at the end of their useful life projected to start in 2025.

Total Operating and Capital Budgets for 2017:

Option A – 13% rate increase

Total Funding Requirements for 2017 Budgets:\$18.925 million(Operating Budget + CIP Budget + transfers to Reserves)(\$9.41 million + \$8.94 million + 575k = \$18.925 million)

<u>Option B – 9% rate increase</u>

Total Funding Requirements for 2017 Budgets:\$18.625 million(Operating Budget + CIP Budget + transfers to Reserves)(\$9.41 million + \$8.94 million + \$275k = \$18.625 million)

<u>Option C – 7% rate increase</u> <u>Total Funding Requirements for 2017 Budgets</u>: <u>\$17.785 million</u> (Operating Budget + CIP Budget + transfers to Reserves) (\$9.41 million + \$8.10 million + \$275k = \$17.785 million)

Water Rates and Charges Overview

The Board of Directors is considering rate adjustments for 2017 which will result in one of three options, Option A - 13%, Option B - 9% or Option C 7.25%, to support operation of the District and continued reinvestment in the District's infrastructure.

Proposition 218 Notification

The District must provide written notification of proposed water rate adjustments to all property owners within the District in accordance with the requirements of Proposition 218. The notification must be received a minimum of 45 days in advance of the public hearing where the rate adjustments are to be considered. If the Board of Directors elects to consider an increase in water service charges or usage charges for 2017, the District must prepare and mail a Proposition 218 notification not later than September 26, 2016 in order to meet the notification requirement for a public hearing at the Board's November 15, 2016 Special Meeting.

Miscellaneous charges and fees that apply to specific services provided by the District, such as plan check and inspection charges, service installation charges and capacity fees, are not subject to Proposition 218 notification requirements. The proposed fee schedule will be presented in the October Board of Directors meeting for review and in November for action.

Public Information and Public Engagement Program for the 2017 Budget

At the August 29th Budget Study Session, staff indicated it would continue with the *Public Information and Public Engagement Plan* to help educate customers concerning key issues facing the District (e.g., increasing costs from San Juan Water District, aging infrastructure that is in need of replacement, and the importance for the District to continue its groundwater well development program) would be developed in conjunction with the budget and rate adoption process this year.

The information and engagement strategy is divided into three parts: 1) Identifying key "Audiences"; 2) Articulating key "messages"; and 3) Identifying the "channels" for communicating and engaging with customers.

Key messages and themes will be developed: 1) With the proposed rate increase, Citrus Heights Water District will continue to maintain relatively low water rates in comparison to the Sacramento region; 2) the rate increase is important to ensure that the District is able to replace aging infrastructure; 3) The ability to replace aging infrastructure, and to expand the District's access to groundwater by developing wells is vital to ensuring long term reliability of supply at relatively low cost to the customer; 4) The District maintains a low cost structure in terms of on-going operational expenses, and the rate increase will enable to the District to replace infrastructure and expand its groundwater supply at lower cost in "today's" versus "tomorrow's" dollars; 5) The proposed rate increase, based on average consumption for a family of four in a single family home with a one-inch water meter, is about \$6.44 per month (13%), \$4.45 per month (9%), \$3.60 per month (7.25%); 6) The District prides itself in operating in an open and transparent manner and will continue to do so; and 7) The rate increase will enable the District to continue to plan for the future, and prevent sliding into a "reactive mode" of operating and providing service to customers.

Key channels for educating and engaging customers include: the Proposition 218 Notice; a Handout/Mailer; new informational web page (similar to the District's new Drought Resources web page); inperson meetings with stakeholder audiences; "road show" PowerPoint provided by key staff (Assistant General Manager, Project Manager and Accounting Supervisor) to the City's neighborhood associations and the Orangevale CPAC; and use of the District' Facebook wall.

These activities will take place in the time leading up to the Board's consideration of adopting the 2017 budget and rate increase on November 15, 2016.

<u>RECOMMENDATION</u>:

- 1. Review and discuss the proposed Operating and Capital Improvement Budgets and Water Rates for 2017, and receive comment from any public in attendance.
- 2. Provide direction to staff on the draft budgets and water rates for 2017 to be used to make any desired changes or refinements as staff moves forward with the preparation of the Proposition 218 Notice.

ATTACHMENT 1

Proposed 2017 Operating Budget

CITRUS HEIGHTS WATER DISTRICT 2017 PROPOSED OPERATING BUDGET SUMMARY

Proposed: September 13, 2016

Expense Category		2015 Budget		2015 Actual		2016 Budget		2016 Projected		017 Proposed Budget	% Change 2016 vs. 2017	
Salary & Benefits	\$	3,005,484	\$	3,475,404	\$	3,597,333	\$	3,614,157	\$	3,528,035	-1.93%	
Customer Service & Administration	\$	788,472	\$	869,909	\$	1,113,405	\$	1,049,793	\$	1,018,867	-8.49%	
Debt Service	\$	736,488	\$	207,871	\$	740,263	\$	806,892	\$	738,738	-0.21%	
Pumping and Well Maintenance	\$	200,723	\$	109,748	\$	266,904	\$	214,507	\$	228,384	-14.43%	
Transmission and Distribution	\$	496,406	\$	599,918	\$	547,960	\$	529,914	\$	768,052	40.17%	
Water Demand Management	\$	280,195	\$	101,534	\$	428,500	\$	207,714	\$	281,905	-34.21%	
Water Purchases	_\$	2,295,483	\$	1,950,627	\$	2,387,701	\$	2,740,194	\$	2,850,861	19.40%	
	\$	7,803,249	\$	7,315,012	\$	9,082,066	\$	9,163,170	\$	9,414,841	3.66%	



CITRUS HEIGHTS WATER DISTRICT 2017 PROPOSED OPERATING BUDGET SUMMARY Proposed: September 13, 2016

Account	Description	2015 Budget	2015 Actual	2016 Budget	2016 Projected	2017 Proposed Budget	\$ Change	% Change
Customer Servi	ce & Administration					·	<u> </u>	
ĺ	DIRECTORS MEETING COMPENSATION	20,300	15,950	20,300	18,850	20,010	(290)	-1%
	RETIREE HEALTH CARE BENEFIT	41,565	90,365	43,547	42,957	48,963	5,416	12%
	CONTRACT SERVICES - OFFICE REPAIRS / MAINT	2,000	-	2,000	2,261	2,000	-	0%
	MAINTENANCE AGREEMENTS - SOFTWARE	114,037	129,060	134,332	145,220	121,532	(12,800)	-10%
	EQUIPMENT RENTAL & MAINT - OFFICE & BUILDING EQUIPMENT	11,580	14,713	14,366	12,069	14,142	(224)	-2%
	JANITORIAL	9,313	6,615	11,100	10,185	14,700	3,600	32%
	BANK FEES	71,000	66,368	71,000	77,748	70,000	(1,000)	-1%
1	OFFICE EXPENSE	15,000	14,871	15,000	16,641	16,000	1,000	7%
	SMALL OFFICE EQUIPMENT	2,000	9,562	2,000	6,086	3,000	1,000	50%
1	DUES & SUBSCRIPTIONS	102,210	91,630	112,210	142,393	114,630	2,420	2%
	POSTAGE	98,500	105,731	103,000	116,704	119,000	16,000	16%
	PRINTING	6,000	8,022	7,700	5,633	17,700	10,000	130%
1	TELEPHONE - LOCAL / LONG DISTANCE	16,220	10,687	12,500	20,283	22,700	10,200	82%
	UTILITIES	18,720	29,866	19,700	14,171	19,700	-	0%
1	INSURANCE - LIABILITY & COMPREHENSIVE	68,845	74,024	75,300	70,648	75,000	(300)	0%
1	LEGAL & AUDIT	57,680	64,464	78,900	74,881	94,000	15,100	19%
1	CONTINUED EDUCATION	31,580	23,677	45,780	36,259	61,020	15,240	33%
1	PROFESSIONAL / CONTRACT SERVICES - OFFICE LABOR	-	6,461	130,000	57,277	10,000	(120,000)	0%
1	PROFESSIONAL / CONTRACT SERVICES - BILL PRINT/MAIL	26,400	27,819	27,600	28,488	30,000	2,400	9%
1	PROFESSIONAL / CONTRACT SERVICES - FINANCIAL	-	-	5,000	10,145	10,000	5,000	0%
1	PROFESSIONAL / CONTRACT SERVICES - OTHER	62,169	64,118	133,460	118,912	104,760	(28,700)	-22%
	ELECTION EXPENSE	-	-	29,000	-	-	(29,000)	0%
l	PUBLICATION NOTICES	1,236	53	1,500	1,696	1,500	-	0%
1	OFFICE MISC - MEETING ACCOMODATIONS	309	527	2,000	1,990	7,000	5,000	250%
i	OFFICE MISC - OTHER	1,200	6,843	2,200	1,905	2,200	-	0%
: I	COMPUTER SOFTWARE	3,605	248	3,700	3,400	3,700	-	0%
l	BAD DEBT EXPENSE	-	1,771	-	2,627	5,000	5,000	0%
ł	OFFICE MISC - DISTRICT EVENTS	4,903	4,884	5,110	5,263	5,110	-	0%
1	OFFICE MISC - MILESTONE EVENTS	2,100	1,580	5,100	5,100	5,500	400	8%
Debt Service			-		, -	- , · · ·	-	0%
	DEBT SERVICE - COP SERIES 2010	569,200	107,600	571,200	591,553	567,400	(3,800)	-1%
	DEBT SERVICE - COP SERIES 2012	167,288	100,272	169,063	215,339	171,338	2,275	1%
Pumping and W	Vell Maintenance				*		-	
	POWER TO WELLS	177,495	104,517	244,904	202,674	203,684	(41,220)	-17%
	WELLS - REPAIR / MAINTENANCE	23,228	5,231	22,000	11,832	24,700	2,700	12%

Account	Description	2015 Budget	2015 Actual	2016 Budget	2016 Projected	2017 Proposed Budget	\$ Change	% Change
Salary & Bene	ifits					······	-	
	INSURANCE - DISABILITY & LIFE	28,300	24,811	28,300	33,529	31,626	3,326	12%
	INSURANCE - WORKER'S COMPENSATION	54,319	24,068	54,319	58,862	54,319	(0)	0%
	EMPLOYEE BENEFIT - VISION INSURANCE	5,040	4,396	5,100	10,966	9,036	3,936	77%
	EMPLOYEE BENEFIT - DENTAL INSURANCE	41,258	40,103	43,200	48,162	37,200	(6,000)	-14%
	EMPLOYEE BENEFIT - HEALTH INSURANCE	351,272	352,699	375,272	398,481	375,272	-	0%
	EMPLOYEE BENEFIT - PERS RETIREMENT	591,083	605,712	422,544	461,196	481,873	59,329	14%
	EMPLOYEE BENEFIT - SOCIAL SECURITY	144,642	150,209	153,444	190,658	175,149	21,705	14%
	EMPLOYEE BENEFIT - MEDICARE	33,827	38,365	35,886	44,589	40,962	5,076	14%
	EMPLOYEE BENEFIT - UNEMPLOYMENT INSURANCE	6,825	5,688	7,875	8,139	8,400	525	7%
	EMPLOYEE BENEFIT - HEALTH INSURANCE REIMBURSEMENT	26,000	23,504	26,000	31,773	30,000	4,000	15%
	EMPLOYEE SALARY AND BENEFITS - ALLOCATION TO CAPITAL PROJECTS	(629,907)	(332,171)	(339,867)	(550,000)	(550,000)	(210,133)	62%
	SALARY - MANAGERS (4 positions)	566,130	599,743	676,194	693,611	449,671	(226,523)	-33%
	SALARY - OFFICE (6 authorized positions)	348,136	357,921	501,000	418,662	560,463	59,463	12%
	SALARY - FIELD / O&M (16 authorized positions)	1,069,222	1,081,442	1,118,893	1,302,946	1,226,991	108,098	10%
	STANDBY DUTY	16,640	16,730	17,940	17,620	17,940	-	0%
	SALARY -WATER DEMAND MANAGEMENT (2 authorized positions)	145,936	150,015	156,088	185,443	187,831	31,743	20%
	SALARY - ENGINEERING (4 positions)	206,761	332,171	315,145	259,520	391,301	76,156	24%
ansmission	and Distribution						-	
	COOPERATIVE TRANSMISSION PIPELINE MAINTENANCE	5,000	-	5,000	5,000	5,000	-	0%
	WATER QUALITY ANALYSIS	19,432	23,094	41,000	24,894	24,532	(16,468)	-40%
	FIELD MISCELLANEOUS - DUMP FEES	-	961	1,000	1,286	1,100	100	
	FIELD MISCELLANEOUS - OTHER	500	230	1,000	416	1,000	-	0%
	SMALL TOOLS - FIELD	15,000	28,211	23,400	24,592	23,400	-	0%
	SUPPLIES - FIELD	18,000	30,004	19,000	15,704	19,000	-	0%
	MATERIALS	35,000	11,766	6,000	38,827	30,000	24,000	400%
	ROADBASE	35,000	26,800	20,000	23,276	25,000	5,000	25%
	CONTRACT SERVICES - CONCRETE	10,000	7,649	8,000	2,000	8,000	-	0%
	CONTRACT SERVICES - MISC FIELD / O&M	30,400	70,338	30,000	38,078	33,000	3,000	10%
	CONTRACT SERVICES - PAVING	25,000	8,820	9,000	2,291	9,000	-	0%
	MAINTENANCE AGREEMENTS - EQUIPMENT	6,670	3,067	6,700	7,994	6,700	-	0%
	REPAIR - FLEET EQUIPMENT	32,000	51,117	40,000	40,048	40,000	-	0%
	REPAIR - TOOLS AND EQUIPMENT	12,000	11,906	12,000	12,004	12,000	-	0%
	GAS AND OIL	51,000	43,302	51,000	48,339	51,000	-	0%
	EQUIPMENT RENTAL - FIELD	3,000	3,584	3,000	5,019	4,000	1,000	33%
	PERMIT FEE - AIR QUALITY / HAZ MAT	4,800	5,324	5,700	4,474	5,700	-	0%

Account	Description	2015 Budget	2015 Actual	2016 Budget	2016 Projected	2017 Proposed Budget	\$ Change	% Change
	PERMIT FEE - STATE WATER RESOURCES CONTROL BOARD (SWRCB)	14,000	11,435	14,000	13,618	14,000	-	0%
	PERMIT FEE - ENCROACHMENT PERMITS	29,000	32,785	44,000	29,208	44,000	-	0%
	TELEPHONE - WIRELESS	11,244	13,943	16,800	15,060	16,800	-	0%
	TELEPHONE - ANSWERING SERVICE	2,400	2,471	2,400	2,319	2,500	100	4%
	PROFESSIONAL / CONTRACT SERVICES - ENGINEERING	13,000	27,174	20,000	275	220,000	200,000	1000%
	PROFESSIONAL / CONTRACT SERVICES - TEMPORARY LABOR	5,000	80,573	50,000	58,988	50,000	-	0%
	PROFESSIONAL / CONTRACT SERVICES - WELLS	10,000	-	10,000	5,000	10,000	-	0%
	PROFESSIONAL /CONTRACT SERVICES - METER READING	108,960	105,365	108,960	111,203	112,320	3,360	3%
Vater Demand	l Management						-	
	WATER DEMAND MANAGEMENT - POSTAGE	13,390	11,369	14,000	5,756	5,000	(9,000)	-64%
	WATER DEMAND MANAGEMENT - PRINTING	7,004	8,788	25,000	7,228	21,000	(4,000)	-16%
	WATER DEMAND MANAGEMENT - MATERIALS AND SUPPLIES	8,137	9,066	11,500	12,681	14,500	3,000	26%
	WATER DEMAND MANAGEMENT - CONTRACT SERVICES	217,032	53,858	367,000	161,175	207,800	(159,200)	-43%
	WATER DEMAND MANAGEMENT - OTHER	7,132	4,578	8,000	6,699	14,855	6,855	86%
	WATER DEMAND MANAGEMENT - INCENTIVE PROGRAMS	27,500	13,876	3,000	14,175	18,750	15,750	525%
Vater Purchas	es						-	
	PURCHASED WATER	2,295,483	1,950,627	2,387,701	2,740,194	2,850,861	463,160	19%
	Grand Total	7,803,249	7,315,012	9,082,066	9,163,170	9,414,841	332,775	3.66%

ATTACHMENT 3

Proposed 2017 Water Rate Options

Citrus Heights Water District 2017 CAPITAL PROJECTS BUDGET SUMMARY

Proposed: September 13, 2016 Option A & B

Category	т	otal Project Budget	2016 Adopted Budget	2017 Proposed Budget	2016 vs 2017 Budget Variance (\$)
Distribution Mains - Replacement		3,886,771	1,014,424	1,782,675	2,200,000
Fire Hydrants - Replacements/Upgrades/New		135,000	173,738	135,000	(38,738)
Miscellaneous Projects		3,078,000	1,629,931	1,528,000	(124,431)
Water Meters		100,000	53,158	100,000	46,842
Water Production / Treatment / Storage Facilities		1,328,715	372,615	875,000	66,100
Technology Improvements/Replacements		624,723	537,255	597,221	87,468
Transmission Mains - Replacement		2,613,055	513,055	146,259	
Fleet and Equipment Improvements/Replacements		287,500	32,200	287,500	255,300
Grand Total	\$	12,053,764	\$ 4,326,376	\$ 5,451,655	\$ 2,492,541





CITRUS HEIGHTS WATER DISTRICT 2017 CAPITAL PROJECTS BUDGET - SUMMARY BY PROJECT Option A -13% or Option B - 9% Proposed: September 13, 2016

Project Number	Name	2016 Adopted Budget	2016 Estimated Expense	2017 Proposed Budget	2018 Projected Expense	% Complete	Total Project Budget	2016 vs 2017 Budget Variance (\$)	Variance (%)
2015-02	Annual Corporation Yard Improvements/Replacements	109,500	109,500	1,300,000		0%	1,409,500	1,300,000	1187.21%
2015-04	Annual Technology Hardware and Software Improvements/Replacements	750,000		450,000	300,000	0%	750,000		0.00%
2015-31	Baird Way 12" Water Main Replacement Project	510,255	27,502	477,221	-	5%	504,723	(5,532)	-1.08%
2015-32	Circuit Dr/Graham Cir - Mariposa Av to west/ Circuit Dr to Circuit Dr	513,055	-	46,259	466,796	0%	513,055		0.00%
2015-33	Highland Avenue 8" Main Replacement and Rosa Vista Avenue 8" Main Installation Project	396,672	24,619	372,053	- 11	0%	396,672	0	0.00%
2015-37	C-Bar-C Pressure Control Station	300,000			500,000	0%	1,200,000	900,000	300.00%
2016-31	Wind Way 8-Inch and Longwood Way 6-Inch Water Main Replacements	323,715		20,000	303,715	0%	323,715		0.00%
2016-34	Auburn Blvd - Rusch Park to Placer County Line	158,252	8,968		149,284	6%	158,252	0	0.00%
2016-42	Sunrise Blvd - City of CH Sunrise Streetscape Phase 2A	50,000		50,000	-	0%	50,000		0.00%
2017-03	Annual Fleet and Field Operations Equipment Improvements/Replacements	32,200	25,000	287,500	200,000	100%	287,500	255,300	792.86%
2017-04	Annual Technology Hardware and Software Improvements/Replacements	27,000	27,000	120,000	10,000	100%	120,000	93,000	344,44%
2017-05	Annual Facilities Improvement	2,500	2,500	50,000	50,000				
2017-10	Water Main Pipeline Replacements	28,465	29,000	63,000	63,000	100%	63,000	34,535	121.32%
2017-11	Water Valve Replacements	91,281	90,000	140,000	140,000	100%	140,000	48,719	53.37%
2017-12	Water Service Replacements	757,685	550,000	550,000	550,000	100%	550,000	(207,685)	-27.41%
2017-13	Water Meter Replacements	53,158	61,000	100,000	-	100%	100,000	46,842	88.12%
2017-14	Fire Hydrants - Replacements / Upgrades / Infill / New	173,738	150,185	135,000		100%	135,000	(38,738)	-22.30%
2017-20	Groundwater Well Improvements	48,900	48,900	115,000		100%	115,000	66,100	135.17%
2017-30	24-Inch Reline - Oak Ave at C-Bar-C Park south to Arcade Creek			100,000	500,000		2,100,000		
2017-31	Pleasant View Dr - Oak Av to Poppyfield Wy	-		40,410	407,772		448,182		
2017-32	Michigan Dr - Sunrise BI to west	-	-	20,212	203,953		224,165		
2017-33	Operations Building Remodel		-	175,000	1,300,000		1,475,000		
2017-34	Groundwater Well Property Acquisition	2	150,000	740,000			890,000		
2017-40	Other City Partnership Opportunities	-	-	50,000	-3		50,000		
2017-41	Other Miscellaneous Infrastructure Projects	-		50,000	-		50,000		
1. 2.1	Totals	4,326,376	1,304,174	5,451,655	5,144,520	30.14%	12,053,764	2,492,541	57.61%

Summary		
Prior Years Carry-Over Capital Project Total	3,111,449	
Prior Years Projects Additional Cost Approval/(Savings)	2,194,468	
2017 New Capital Project Total	6,747,847	
2017 Capital Project Total Budget Request	\$ 8,942,315	
Total CIP Budget	\$ 12,053,764	

Citrus Heights Water District 2017 CAPITAL PROJECTS BUDGET SUMMARY

Proposed: September 13, 2016 Option C

Category	т	otal Project Budget	2016 Adopted Budget	2017 Proposed Budget	2016 vs 2017 Budget Variance (\$)
Distribution Mains - Replacement		3,886,771	1,014,424	1,482,675	2,200,000
Fire Hydrants - Replacements/Upgrades/New		135,000	173,738	135,000	(38,738
Miscellaneous Projects		3,078,000	1,627,431	1,478,000	(124,431
Water Meters		100,000	53,158	100,000	46,842
Water Production / Treatment / Storage Facilities		438,715	372,615	135,000	66,100
Technology Improvements/Replacements		624,723	537,255	597,221	87,468
Transmission Mains - Replacement		2,613,055	513,055	146,259	-
Fleet and Equipment Improvements/Replacements		287,500	32,200	287,500	255,300
(blank)		50,000	2,500	50,000	47,500
Grand Total	\$	11,213,764	\$ 4,326,376	\$ 4,411,655	\$ 2,540,041





CITRUS HEIGHTS WATER DISTRICT 2017 CAPITAL PROJECTS BUDGET - SUMMARY BY PROJECT Option C - 7.25% Proposed: September 13, 2016

Project Number	Name	2016 Adopted Budget	2016 Estimated Expense	2017 Proposed Budget	2018 Projected Expense	% Complete	Total Project Budget	2016 vs 2017 Budget Variance (\$)	Variance (%)
2015-02	Annual Corporation Yard Improvements/Replacements	109,500	109,500	1,000,000	300,000	0%	1,409,500	1,300,000	1187.21%
2015-04	Annual Technology Hardware and Software Improvements/Replacements	750,000	-	450,000	300,000	0%	750,000		0.00%
2015-31	Baird Way 12" Water Main Replacement Project	510,255	27,502	477,221	-	5%	504,723	(5,532)	-1.08%
2015-32	Circuit Dr/Graham Cir - Mariposa Av to west/ Circuit Dr to Circuit Dr	513,055	-	46,259	466,796	0%	513,055		0.00%
2015-33	Highland Avenue 8" Main Replacement and Rosa Vista Avenue 8" Main Installation Project	396,672	24,619	372,053		0%	396,672	0	0.00%
2015-37	C-Bar-C Pressure Control Station	300,000	-	- 12 A	500,000	0%	1,200,000	900,000	300.00%
2016-31	Wind Way 8-Inch and Longwood Way 6-Inch Water Main Replacements	323,715	-	20,000	303,715	0%	323,715		0.00%
2016-34	Auburn Blvd - Rusch Park to Placer County Line	158,252	8,968	and the second	149,284	6%	158,252	0	0.00%
2016-42	Sunrise Blvd - City of CH Sunrise Streetscape Phase 2A	50,000		50,000	-	0%	50,000		0.00%
2017-03	Annual Fleet and Field Operations Equipment Improvements/Replacements	32,200	25,000	287,500	200,000	100%	287,500	255,300	
2017-04	Annual Technology Hardware and Software Improvements/Replacements	27,000	27,000	120,000	10,000	100%	120,000	93,000	
2017-05	Annual Facilities Improvement	2,500	2,500	50,000	50,000	100%	50,000	47,500	
2017-10	Water Main Pipeline Replacements	28,465	29,000	63,000	63,000	100%	63,000	34,535	
2017-11	Water Valve Replacements	91,281	90,000	140,000	140,000	100%	140,000	48,719	
2017-12	Water Service Replacements	757,685	550,000	550,000	550,000	100%	550,000	(207,685)	
2017-13	Water Meter Replacements	53,158	61,000	100,000	-	100%	100,000	46,842	
2017-14	Fire Hydrants - Replacements / Upgrades / Infill / New	173,738	150,185	135,000	-	100%	135,000	(38,738)	
2017-20	Groundwater Well Improvements	48,900	48,900	115,000	-	100%	115,000	66,100	
2017-30	24-Inch Reline - Oak Ave at C-Bar-C Park south to Arcade Creek	-		100,000	500,000		2,100,000		
2017-31	Pleasant View Dr - Oak Av to Poppyfield Wy		-	40,410	407,772		448,182		
2017-32	Michigan Dr - Sunrise Bl to west		21	20,212	203,953		224,165		
2017-33	Operations Building Remodel	-	-	175,000	1,300,000		1,475,000		
2017-40	Other City Partnership Opportunities	-	-	50,000	1.21		50,000		
2017-41	Other Miscellaneous Infrastructure Projects	-		50,000	14		50,000		
Jan	Totals	4,326,376	1,154,174	4,411,655	5,444,520	26.68%	11,213,764	2,540,041	

Prior Years Carry-Over Capital Project Total	3,111,449	
Prior Years Projects Additional Cost Approval/(Savings)	2,194,468	
2017 New Capital Project Total	5,907,847	
2017 New Capital Project Total	5,907,847	
apital Project Total Budget Request	\$ 8,102,315	
Total CIP Budget	\$ 11,213,764	

ATTACHMENT 2

Proposed 2017 Capital Improvement Program Budget

2017 Proposed WATER RATES

Proposed 1	Rate Options	September	13,	2016
				1

	2016		2017 Proposed Rate Options					
Type of Charge	Applied Basis or Frequency	Adopted	Option A 13%	S Change	Option B 9%	S Change	Option C 7.25%	S Change
Charges for Metered Rate Customer Accounts			38 8	1	1.00	1.1		
Service Charge, Domestic, Commercial & Irrigation	Meters				1200			
¾-inch meter	bi-monthly, per meter	\$42.05	\$47.52	\$5.47	\$45.83	\$3.78	\$45.10	\$3.05
1-inch meter	bi-monthly, per meter	\$63.98		\$8.32	\$69.74	\$5.76	\$68.62	\$4.64
1 ¹ / ₂ -inch meter	bi-monthly, per meter	\$78.60	100000000000000000000000000000000000000	\$10.22	\$85.67	\$7.07	\$84.30	\$5.70
2-inch meter	bi-monthly, per meter	\$151.69	\$171.41	\$19.72	\$165.34	\$13.65	\$162.69	\$11.00
3-inch meter	bi-monthly, per meter		12.20.2012 (200.20 Con-		1922 Constants		and the second second second	
4-inch meter	bi-monthly, per meter	\$239.42 \$473.35	\$270.54 \$534.89	\$31.12 \$61.54	\$260.97 \$515.95	\$21.55 \$42.60	\$256.78 \$507.67	\$17.36
Service Charge, Combination Meters	or moning, per motor	0115.55	\$551.05	501.54	5515.75	542.00	\$507.07	ψυτ.υ.
Low flow bypass meter	bi-monthly, per meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-inch meter	bi-monthly, per meter	\$151.69	\$171.41	\$19.72				
6-inch meter			And the second se		\$165.34	\$13.65	\$162.69	\$11.00
	bi-monthly, per meter	\$239.42	\$270.54	\$31.12	\$260.97	\$21.55	\$256.78	\$17.30
8-inch meter	bi-monthly, per meter	\$473.35	\$534.89	\$61.54	\$515.95	\$42.60	\$507.67	\$34.32
10-inch meter	bi-monthly, per meter	\$1,153.17	\$1,303.08	\$149.91	\$1,256.96	\$103.79	\$1,236.77	\$83.60
Public Agencies with Mutual Assistance Agreements (SJUSD, SRPD, SCD) (Multiplier = 0.50)	L		1.5					
Service Charge, Domestic, Commercial & Irrigation	Meters		1.15					
34-inch meter	bi-monthly, per meter	\$21.02	\$23.75	\$2.73	\$22.91	\$1.89	\$22.54	\$1.52
1-inch meter	bi-monthly, per meter	\$31.99	\$36.15	\$4.16	\$34.87	\$2.88	\$34.31	\$2.32
1 ¹ / ₂ -inch meter	bi-monthly, per meter	\$39.30	\$44.41	\$5.11	\$42.84	\$3.54	\$42.15	\$2.8
2-inch meter	bi-monthly, per meter	\$75.84	\$85.70	\$9.86	\$82.67	\$6.83	\$81.34	\$5.5
3-inch meter	bi-monthly, per meter	\$119.71	\$135.27	\$15.56	\$130.48	\$10.77	\$128.39	\$8.6
4-inch meter	bi-monthly, per meter	\$236.67	\$267.44	\$30.77	\$257.97	\$21.30	\$253.83	\$17.1
Service Charge, Combination Meters			38.36					
Low flow bypass meter	bi-monthly, per meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-inch meter	bi-monthly, per meter	\$75.84	\$85.70	\$9.86	\$82.67	\$6.83	\$81.34	\$5.50
6-inch meter	bi-monthly, per meter	\$119.71	\$135.27	\$15.56	\$130.48	\$10.77		
8-inch meter							\$128.39	\$8.6
10-inch meter	bi-monthly, per meter bi-monthly, per meter	\$236.67 \$576.58	\$267.44 \$651.54	\$30.77 \$74.96	\$257.97 \$628.47	\$21.30 \$51.89	\$253.83 \$618.38	\$17.10
	or monally; per meter	\$570.50	0001.04	\$14.70	φ020. + 7	\$51.67	\$010.50	941.00
Other Service Charges			1.000					
Service Charge, Construction Meters		100000000000						
2 ¹ / ₂ -inch and 3-inch meters	bi-monthly, per meter	\$239.42	\$270.54	\$31.12	\$260.97	\$21.55	\$256.78	\$17.36
Service Charge, North Ridge Country Club Meter								
(multiplier = 3.00, not annexed)	bi-monthly, per meter	\$191.94	\$216.89	\$24.95	\$209.21	\$17.27	\$205.86	\$13.92
Service Charge. Mount Vernon Memorial Park (multiplier = 2.31,based upon property annexed)	Sued?							
Low flow bypass meter	bi-monthly, per meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8-inch Combination meter	bi-monthly, per meter	\$1,093.43			\$1,191.84		\$1,172.70	\$79.27
	or monary, per meter	\$1,075.15	\$1,255.50	\$142.15	\$1,171.04	φ/0.41	\$1,172.70	\$17.21
Usage Charges for Water Consumed	1 unit = 100 cubic feet = 748 gallons		1.1.2.7		1		1.25	
All Domestic, Commercial, Irrigation, Combination	175.57		-					
Meter, and Fire Sevice Accounts except as otherwise specified below:	per unit	\$0.8735	\$0.9900	\$0.1165	\$0.9500	\$0.0765	\$0.9400	\$0.0665
Construction Meters	per unit, for all units bi-monthly	\$2.6205	\$2.9600	\$0.3395	\$2.8600	\$0.2395	\$2.8100	\$0.1895
North Ridge Country Club Meter	per unit, for all units bi-monthly	\$2.6205	\$2.9600	\$0.3395	\$2.8600	\$0.2395	\$2.8100	\$0.1895
Mount Vernon Memorial Park (2.31 multiplier)	per unit, for all units bi-monthly	\$2.0177	\$2.2800	\$0.2623	\$2.2000	\$0.1823	\$2.1600	\$0.1423
Unannexed property (surplus water only)	multiplier times annexed rate, applied to service charge and commodity charge	3	3		3		3	

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

STATUS: Information ItemREPORT DATE: September 7, 2016PREPARED BY: Robert A. Churchill, General Manager

Upcoming training, continued education and meeting opportunities for Directors and Management Staff for consideration. New items are noted in *bold italics*.

Common Abbreviations:	ACWA ASCE AWWA	Association of California Water Agencies American Society of Civil Engineers American Water Works Association
	CSDA	California Special Districts Association
	JPIA	Joint Powers Insurance Authority
	WEF	Water Education Foundation

A. Sep 28-Oct 1 ASCE Annual Conference Portland, OR

Recommended Attendees: GM Churchill

B. Oct 10-13 CSDA Annual Conference San Diego, CA

Recommended Attendees:

C. Oct 24-27 AWWA CA/NV Section Fall Conference San Diego, CA

Recommended Attendees:

D. Nov 28-29 ACWA-JPIA Fall Conference Anaheim, CA

Recommended Attendees: Directors Dains, Sheehan, Riehle, GM Straus

E. Nov 30-Dec 2 ACWA Fall Conference Anaheim, CA

Recommended Attendees: Directors Dains, Sheehan, Riehle, GM Straus

F. WEF 2016 Water Tours

Oct 19-21 Northern California Tour

Nov 2-3 San Joaquin River Restoration Tour
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: ADVANCE PAYMENT OF GENERAL MANAGER ACCRUED LEAVES
STATUS	: Action Item
REPORT DATE	: September 7, 2016
PREPARED BY	: Robert A. Churchill, General Manager

OBJECTIVE:

Consider advance payment of the retiring General Manager's current leave accruals.

BACKGROUND AND ANALYSIS:

As previously reported to the Board of Directors, I will be retiring from the District on November 17, 2016. My retirement paperwork was filed with CalPERS on September 2, 2016.

Upon retirement I will be compensated for any unused annual and management leave and one-third of any unused sick leave per District Policies 4301, 4302 and 4310, respectively (copies attached). Funds for one-time disbursements such as these are budgeted from the District's Employee Benefits Reserve. As of September 18, 2016, I will have approximately 1,033.06 hours total of accrued annual leave (194.68 hours), management leave (20.00 hours) and sick leave (818.38 hours = 1/3 of 2,455.13 hours).

If the elimination of the employer paid member contribution (EMPC) of the CalPERS Benefit and reciprocal Salary Adjustments as recommended to be effective September 19, 2016 are approved per Items O-3 and O-4 of this meeting's agenda, the value of the accrued leaves and payment upon my retirement will increase by approximately 7%. Such that the elimination of the EMPC and reciprocal Salary Adjustment can be as neutral as practical as intended, it is recommended that the aforementioned 1,033 hours of current accrued leaves be paid prior September 19, 2016 at my hourly pay rate prior to the reciprocal Salary Adjustment thereby saving the District approximately \$6,333 if those hours were to be paid on my retirement date.

Approximately 38 hours maximum of leaves will subsequently be accrued beginning September 19, 2016 for payment on November 17, 2016.

<u>RECOMMENDATION</u>:

Approve advance payment of the retiring General Manager's current leave accruals of 1,033 hours.

ACTION:

Moved by Director ______, Seconded by Director ______, Carried ______

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	ANNUAL LEAVE
POLICY NUMBER	:	4301
DATE ADOPTED	:	JULY 1, 1965
DATE AMENDED	:	DECEMBER 9, 2014
DATE EFFECTIVE	:	DECEMBER 9, 2014
AMENDMENTS	:	(1) JANUARY 1, 1976; (2) JUNE 3, 1992; (3) OCTOBER 17, 1995; (4) JULY 6, 1999; (5)
		OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) JUNE 12, 2012

4301.00 <u>ANNUAL LEAVE</u>

The District's Annual Leave benefit provides Regular and Part-Time employees with paid time off for personal purposes including but not limited to an annual vacation. Ownership of Annual Leave is vested with the employee.

The District encourages every Regular and Part-Time employee to take an annual vacation as paid time-off away from work. An annual vacation is defined as a minimum of forty (40) work hours of annual leave taken as consecutive full days away from work, excluding weekends and holidays, on an approved Annual Leave.

For the purpose of calculating the duration of District employment to determine Annual Leave accrual rate, total employment by the District as a Regular employee will be the basis. Such employment need not be continuous.

4301.01 Accrual

For each Regular employee, Annual Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

Schedule A: For employees hired prior to October 15, 2008

Duration of District Employment	Hours Accrued	Maximum Hours
<u>at end of calendar month</u>	Per Reg Hr Paid_	Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 6.99 years	.05770	120
7.00 to 9.99 years	.06924	144
10.00 to 14.99 years	.08077	168
15.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

Schedule B: For employees hired or re-hired on or after October 15, 2008

Duration of District Employment	Hours Accrued	Maximum Hours
at end of calendar month	Per Reg Hr Paid_	Accrued Annually
0.00 to 3.99 years	.04616	96
4.00 to 7.99 years	.05770	120
8.00 to 11.99 years	.06924	144
12.00 to 15.99 years	.08077	168
16.00 to 19.99 years	.09231	192
20.00 years or more	.10385	216

The Annual Leave accrual rate and determination of total District employment years for Part-Time employees shall be per the terms of an employment Memorandum of Understanding (MOU).

Employees shall continue to accrue Annual Leave while on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

4301.02 <u>Scheduling</u>

Vacations and time-off must be scheduled by, and approved as far in advance as possible, by the employee's Department Manager. Department Managers will coordinate vacation schedules internally to minimize impact on the District's operation. Annual Leave scheduling will be at the discretion of the Department Manager. In the absence of the employee's Department Manager, his or her designee or the General Manager shall act as the approving authority.

While on Annual Leave if an employee exceeds his/her earned Annual Leave time, his/her Management Leave and Compensatory Time-Off balances will be debited. When the aforementioned leave resources are exhausted he/she shall be considered on an unpaid Personal Leave of Absence subject to the provisions of the Personal Leave of Absence Policy 4330.

4301.03 Documentation

- A. A signed and approved Leave Request form is required for use of Annual Leave.
- B. The Human Resources Specialist or person designated by the Human Resources Specialist shall maintain records of Annual Leave balances, accruals and deductions. Employees shall be notified no less than bi-weekly of their Annual Leave balance.
- C. Annual Leave hours shall be deducted from an employee's total as used.
- D. A request by the General Manager for more than forty (40) consecutive hours of Annual Leave shall be in writing and must be approved in advance by the President of the Board of Directors.

4301.04 Payment in Lieu of Annual Leave

A. Maximum Accrual

Employees are encouraged to take full use of their Annual Leave and avoid accumulations beyond 300 hours. Accumulations above 300 hours will be reduced to 300 hours on November 1st of each year. Account balances in excess of 300 hours will be paid to the employee with the first November payroll. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Barned Leave Payout form.

B. Separation from Employment

If employment is terminated for any reason, accrued Annual Leave will be paid through the last full day of employment. . Payment shall be made at the employee's current rate of pay.

Employees may elect to receive payment for accrued Annual Leave at the time of temporary reduction of work force (see Human Resources Policy 4810).

C. Employee Request for Payment-in-Lieu of Annual-Leave

An employee can request payment in lieu for accrued Annual Leave subject to the following terms and conditions:

- 1. An employee may receive payment in lieu for Annual Leave only once in a calendar year in addition to payment which may be forthcoming pursuant to Section 4301.04.A of this Policy and in addition to payment which may be forthcoming upon retirement, resignation or dismissal. An employee's request for payment in lieu of Annual Leave shall be in writing on an Earned Leave Payout form and must be approved by the General Manager or Assistant General Manager. Employees can contact the Human Resources Specialist for the proper form.
- An employee's request for payment in lieu of Annual Leave must be accompanied by an approved Leave Request Form for an annual vacation. Payment in lieu for accrued Annual Leave will be made no more than thirty (30) calendar days preceding the beginning of an annual vacation.
- 3. An employee may receive payment in lieu for Annual Leave not to exceed the same amount of hours requested for an annual vacation, subject to a maximum of eighty (80) consecutive hours of Annual Leave and Management Leave combined.
- 4. An employee must have a minimum balance of 240 hours of total leave (Annual + Management + CTO + Sick) after deduction of the approved Annual Leave hours and the payment in lieu of Annual Leave hours being requested for payment.

5. Annual Leave hours requested for payment in lieu shall be deducted from the employee's total at the time of payment.

- 6. Payment shall be made at the employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- 7. Payment in lieu of Annual Leave shall be processed through District payroll. The District shall report paid Annual Leave and make withholdings from paid Annual Leave in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.
- 8. A request by the General Manager for payment in lieu of Annual Leave, except for payment which may be forthcoming pursuant to Section 4301.04.A of this Policy, shall be in writing on an Earned Leave Payout form and must be approved in advance by the President of the Board of Directors.

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE	:	HUMAN RESOURCES
POLICY TITLE	:	MANAGEMENT LEAVE
POLICY NUMBER	:	4302
DATE ADOPTED	:	JUNE 3, 1992
DATE AMENDED	:	DECEMBER 9, 2014
DATE EFFECTIVE	:	DECEMBER 9, 2014
AMENDMENTS	:	(1) MAY 24, 1995; (2) OCTOBER 17, 1995; (3) NOVEMBER 7, 1995; (4) JULY 20, 1999; (5) OCTOBER 14, 2008; (6) APRIL 13, 2010; (7) June 12, 2012

4302.00 MANAGEMENT LEAVE

In recognition of additional hours required due to working time necessary outside of regular working hours for exempt employees, as listed in Human Resources Policy 4112, Management Leave shall accrue for exempt employees and shall be credited independent of other Leaves. Ownership of Management Leave is vested with the employee.

4302.01 <u>Accrual</u>

For each exempt employee, Management Leave shall be earned and accrued for each regular hour paid on the basis of the schedule below:

	Hours accrued per	Maximum
Exempt Employee	<u>Regular Hour Paid</u>	Annual Accrual
All	.03463	72.00

Employees shall continue to accrue Management Leave while on Annual Leave, Management Leave, Administrative Leave and/or Sick Leave.

4302.02 Scheduling

Time-off must be scheduled and approved as far in advance as possible by the General Manager. The General Manager will coordinate leave schedules internally to minimize impact on the District's operation. Scheduling will be at the discretion of the General Manager.

4302.03 Documentation

- A. A signed and approved Leave Request form is required for use of Management Leave.
- B. The Human Resources Specialist, or person designated by the Human Resources Specialist, shall maintain records of Management Leave balances, accruals and deductions. Exempt employees shall be notified no less than bi-weekly of their Management Leave balance.

- C. Management Leave hours shall be deducted from an employee's total as used.
- D. A request by the General Manager for more than forty (40) consecutive hours of Management Leave shall be in writing and must be approved in advance by the President of the Board of Directors.

4302.04 Payment in Lieu of Management Leave

A. Maximum Accrual

B.

Employees are encouraged to take full use of their Management Leave and avoid accumulations beyond 300 hours. Accumulations above 300 hours will be reduced to 300 hours on November 1st of each year. Account balances in excess of 300 hours will be paid to the employee with the first November payroll. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.

Separation from Employment

If employment is terminated for any reason, accrued Management Leave will be paid through the last full day of employment. Payment shall be made at the exempt employee's current rate of pay.

Employees may elect to receive payment for accrued Management Leave at the time of a temporary reduction of work force (see Human Resources Policy 4810).

C. Employee Request for Payment in Lieu of Management Leave

An employee can request payment in lieu of accrued Management Leave subject to the following terms and conditions:

- 1. An exempt employee may receive payment in lieu of Management Leave, or a combination of Annual and Management Leaves, only once in a calendar year in addition to payment which may be forthcoming pursuant to Section 4302.04.A of this Policy and in addition to payment which may be forthcoming upon retirement, resignation or dismissal. An employee's request for payment in lieu of Management Leave shall be in writing on an Earned Leave Payout form and must be approved by the General Manager. Employees can contact the Human Resources Specialist for the proper form.
- 2. An employee's request for payment in lieu of Management Leave must be accompanied by an approved Leave Request Form for an annual vacation. Payment in lieu of accrued Management Leave will be made no more than thirty (30) calendar days preceding the beginning of an annual vacation.
- 3. An employee may receive payment in lieu of Management Leave not to exceed the same amount of hours requested for an annual vacation, subject to a maximum of eighty (80) consecutive hours of Annual Leave and Management Leave combined.

- 4. An employee must have a minimum balance of 240 hours of total leave (Annual + Management + Sick) after deduction of the approved Annual Leave hours and the payment in lieu of Management Leave hours being requested for payment.
- 5. Management Leave hours requested for payment in lieu shall be deducted from the exempt employee's total at the time of payment.
- 6. Payment shall be made at the exempt employee's current rate of pay and shall be paid according to the employee's instructions on the Earned Leave Payout form.
- 7. Payment in lieu of Management Leave shall be processed through District payroll. The District shall report paid Management Leave and make withholdings from paid Management Leave in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements.
- 8. A request by the General Manager for Payment in lieu of Management Leave, except for payment which may be forthcoming pursuant to Section 4302.04.A of this Policy, shall be in writing on an Earned Leave Payout form and must be approved in advance by the President of the Board of Directors.

4302.05 <u>Conversion of or Maintaining Management Leave</u>

Accrued Management Leave for exempt employees who then become non-exempt will, at the time of receiving non-exempt status, be subject to one of the following options at the written direction from the employee:

- A. Conversion in full from Management Leave to Annual Leave (see Human Resources Policy 4301 Annual Leave).
- B. Maintained as Management Leave for use by the employee with no further accruals.

CITRUS HEIGHTS WATER DISTRICT POLICIES AND PROCEDURES MANUAL

POLICY TYPE		HUMAN RESOURCES
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POLICY TITLE	:	SICK LEAVE
POLICY NUMBER	:	4310
DATE ADOPTED	:	JULY 1, 1965
DATE AMENDED	:	APRIL 13, 2010
DATE EFFECTIVE	:	MAY 10, 2010
AMENDMENTS	:	(1) MARCH 3, 1981; (2) JUNE 3, 1992; (3) JULY 24, 1995; (4) NOVEMBER 7, 1995;
		(5) JULY 20, 1999; (6) JUNE 10, 2008

4310.00 <u>SICK LEAVE</u>

The District's Sick Leave benefit provides income protection for Regular and Part-Time employees who, because of personal or family illness or accident, are temporarily disabled and absent from work for limited periods of time. Sick Leave is to be considered a privilege based upon specific circumstances. Ownership of Sick Leave is vested with the District except upon death or retirement.

4310.01 <u>Accrual</u>

For each Regular employee, Sick Leave shall be earned and accrued beginning upon the completion of the first full month of employment and thereafter at the end of each full month of employment at the rate of eight (8) hours per month.

The rate of Sick Leave accrual for Part-Time employees shall be per the terms of an employment Memorandum of Understanding (MOU).

Employees shall continue to accrue Sick Leave while on Annual Leave, Management Leave, Administrative Leave, Sick Leave and/or while using Compensatory Time-Off (CTO).

Sick Leave may be accumulated with no maximum.

An employee who becomes ill while on Annual Leave, Management Leave or CTO and desires to claim Sick Leave rather than use of said Leaves as scheduled shall make such a request as soon as possible. The District may require, without prejudice, a medical doctor's certificate for any period of Sick Leave requested while on Annual Leave, Management Leave or CTO.

Sick Leave is not considered to be Annual Leave and is to be used only during illness. If Sick Leave is used up due to illness or injury, Annual Leave, Management Leave, or CTO can be used. Sick Leave shall not be allowed to go in arrears. An employee with no Sick Leave, Annual Leave, Management Leave, or CTO shall not receive compensation for days not worked due to illness or injury.

4310.02 <u>Procedures</u>

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- A. <u>Maintenance of Contact</u> Sick Leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor of their need to use Sick Leave and their estimated date of return to work and to maintain this communication. The supervisor shall relay this information to their Department Manager.
- B. <u>Physician's Release</u> The District reserves the right to require a medical doctor's written release before the employee may return to work. A chiropractor's written release may not be substituted for that of a medical doctor.

4310.03 Sick Leave For Other Uses

Subject to the Department Manager's approval, an employee may elect to use Sick Leave for his/her medical, dental, or vision appointments or those of a dependent child, spouse or any family member who resides with or with whom the employee resides. In such instances, and only in such instances, will a signed Leave Request for use of Sick Leave be considered for approval in advance of said Leave.

Subject to the Department Manager's approval, an employee may elect to use Sick Leave to take care of sick dependent children, spouse, or family member with whom the employee resides.

4310.04 Documentation

- A. A signed and approved Leave Request form is required for use of Sick Leave.
- B. The Office Administrator or his or her designee shall maintain records of Sick Leave balances, accruals and deductions. Employees shall be notified no less than monthly of their Sick Leave balance.
- C. Sick Leave hours shall be deducted from an employee's total upon return from Leave.

4310.05

Payment in Lieu of Sick Leave

An employee will be entitled to severance pay equal to their current hourly rate of pay multiplied by the value of one-third of their remaining Sick Leave hours balance, if any, upon:

- A. Death while employed by the District, or
- B. Retirement from the District, or

C. An employee's inability to return to work upon the end of an approved Medical Leave of Absence.

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: ASCE ANNUAL CIVIL ENGINEERING CONFERENCE
STATUS	: Action Item
REPORT DATE	: September 7, 2016
PREPARED BY	: Robert A. Churchill, General Manager

OBJECTIVE:

Consider approval of the General Manager's attendance at the American Society of Civil Engineers (ASCE) Annual Conference in Portland, Oregon.

BACKGROUND AND ANALYSIS:

GM Churchill has been a member of the ASCE since 1976; joining the Student Chapter while an undergraduate at Oregon State University. In addition to attending local Chapter Meetings, he has attended three annual conferences (Las Vegas, 2010, Montreal, 2012 and Panama City, 2014).

This year he attained Life Membership in ASCE at 40 years and requests to be recognized and attend as a representative of the District.

This year's annual conference is to be held in Portland, Oregon from September 28 to October 1. Estimated expenses are as follows:

Registration:	\$ 745	
Travel	\$ 173	Southwest
Lodging:	\$ 615	3 nights (Wed-Fri)
Meals:	\$ 180	4 days (Wed-Sat)
Incidentals:	<u>\$ 87</u>	
Total:	\$ 1,800	

At his choice GM Churchill will be travelling by personal vehicle with family and proposes to pay personally for travel, meals that are not part of the conference registration and incidentals.

<u>RECOMMENDATION</u>:

Approve the General Manager's attendance at the ASCE Annual Conference in Portland, Oregon at a cost not-to-exceed \$1,400.00.

ACTION:

Moved by Director	, Seconded by Director	, Carried
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PROJECT MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: PROJECT MANAGER'S REPORT
STATUS	: Information Item
REPORT DATE	: September 7, 2016
PREPARED BY	: Paul A. Dietrich, Project Manager

Significant assignments and activities for the Project Manager (PM) and District engineering, construction inspection, and geographical information system maintenance staff are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

New values or projects noted in bold italics

PM-1 ACCEPTED WATER SYSTEMS

Recent additions to the District's water distribution system that were constructed by independent State Licensed contractors on behalf of private developers / owners, inspected by the District and formally accepted:

Project	<u>Count</u>	Facilities	Value
Dundee Estates 3 Lot Subdivision (2015-58)	20 l.f. 1 1 3	6-Inch DIP Water Main Steamer Fire Hydrant 6-Inch Gate Valve 1-Inch Water Service	\$19,025.00
Sylvan Middle School 7085 Auburn Blvd (2015-63)	193 l.f. 18 l.f. 3 2 1 1	8-Inch DIP Water Main 4-Inch DIP Water Main 12-Inch Gate Valve 8-Inch Gate Valve 4-Inch Gate Valve 4-Inch Water Service	\$45,143.00

PM-2 PROJECTS UNDER CONSTRUCTION BY PRIVATE DEVELOPERS

Water distribution system facilities currently under construction by independent State Licensed contractors on behalf of private developers / owners requiring District inspection:

Project	Location	<u>Status</u>
McDonalds (2015-60)	5402 Sunrise Blvd	95% Complete

Project	Location	<u>Status</u>
Northridge Grove 47 Condominiums (2013-59)	5555 Mariposa Ave	75% Complete
Citrus Heights City Hall (2015-54)	6350 Fountain Square Dr	Substantially Complete
Memory Care Facility (2015-56)	6825-33 Sunrise Blvd	90% Complete
California American Water Co. San Juan Avenue Tank - Intertie and Water Service (2015-39)	5444 San Juan Ave	Substantially Complete
Capitol Nursery Plaza Commercial Center (2015-50)	Sunrise Blvd @ Madison Ave	Substantially Complete

PM-3 CONTRACTOR / DEVELOPER PROJECTS PENDING CONSTRUCTION

Project	Location	<u>Status</u>
Dignity Health Building (2015-55)	7115 Greenback Ln	Awaiting System Construction
Bearpaw Expansion Commercial Building (2015-59)	7524 Old Auburn Rd	Awaiting System Construction
Louis-Orlando Bus Transfer Point (2015-66)	Louis Ln @ Orlando Ave	Awaiting System Construction
Meier Estates 7 Lot Subdivision (2015-68)	North Sims Way	Awaiting System Construction

PM-4 PROPOSED DISTRICT CAPITAL IMPROVEMENT PROJECTS

Project Plans and Contracts currently under review and development by the Engineering Department:

Project	Location	<u>Status</u>
Fair Way Intertie with City of Roseville (2011-01)	9955 Fair Way	Agreement – 99% Plans – 100% Cost Estimate – 100%
Blossom Hill Dr Intertie with City of Roseville (2012-09)	Blossom Hill Dr at 1100 Main Sail Cir	Agreement – 99% Plans – 100% Cost Estimate – 100%
Crestmont Ave Intertie with City of Roseville (2012-10)	Crestmont Ave at 8199 Bonnie Oak Way	Agreement – 99% Plans – 100% Cost Estimate – 100%
Baird Way 12" Water Main Area West Engineers, Inc. (2015-31)	Auburn Blvd to Holly Dr	Preparing to Pothole
Corporation Yard Improvements Phase 1 (2015-02)	6230 Sylvan Road	Design Proposals due September 12th
Highland Ave & Rosa Vista Ln 8" Water Mains Warren Consulting Engineers (2015-33)	Highland Ave at Rosa Vista Ln	Awaiting 30% Submittal

PM-5 PROJECTS CONTRACTED BY CITRUS HEIGHTS WATER DISTRICT

Capital Improvement Projects currently under construction by Citrus Heights Water District contractors requiring coordination and inspection by the District:

Project	Location	<u>Status</u>
Mariposa Ave	Limerick Way to Farmgate	90% Complete -
Civil Engineering Construction	Way and Eastgate Ave to	Underground Work
(2016-30)	Northeast Circle (south end)	Complete

PM-6 CITY OF CITRUS HEIGHTS PROJECTS

City of Citrus Heights Projects requiring coordination and inspection by the District:

None

OPERATIONS MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT: OPERATSTATUS: InformationREPORT DATE: September	
<u>ABANDON BLOW OFF:</u> (1) August 29, 2016	7590 GALWAY CT
ABANDON FIRE HYDRAN	Γ: (2)
August 29, 2016	7563 TIPPERARY WAY
August 31, 2016	7644 FARMGATE WAY
AIR VALVE INSTALL: (1)	
August 8, 2016	7586 GALWAY CT
BLOW OFF LOCATE: (1)	
August 25, 2016	8144 WACHTEL WAY
BLOW OFF REPLACEMENT	<u>F:</u> (1)
August 3, 2016	7586 GALWAY CT
CONTRACTOR - BACKFLOW INSTALL: (6)	
August 24, 2016	7925 MADISON AVE
August 24, 2016	5406 SUNRISE BLVD
August 24, 2016	5410 SUNRISE BLVD
August 29, 2016	6825 SUNRISE BLVD
August 29, 2016	6825 SUNRISE BLVD
August 30, 2016	6825/6833 SUNRISE BLVD
CONTRACTOR - FIRE SPRINKLER RPDA INSTALL: (1)	
August 30, 2016	7945 MADISON AVE
<u>CONTRACTOR - SERVICE INSTALL:</u> (7)	
August 17, 2016	5402 SUNRISE BLVD
August 17, 2016	5402 SUNRISE BLVD
August 24, 2016	7925 MADISON AVE
August 24, 2016	5406 SUNRISE BLVD
August 24, 2016	5410 SUNRISE BLVD
August 24, 2016	7935 MADISON AVE

6825 SUNRISE BLVD

August 29, 2016

HYDRANT REPAIR: (2)	
August 3, 2016	5820 MERLINDALE DR
August 30, 2016	6525 MAUANA WAY
LIVED ANT DEDI ACEMEN	NT. ()

<u>HYDRANT REPLACEMENT:</u> (2)

August 2, 2016	7701 KENSINGTON DR
August 16, 2016	6525 MAUANA WAY

$\underline{MAIN REPAIR:}(1)$

August 2, 2016	6825 SUNRISE BLVD
11464512,2010	

MAIN REPLACE: (2)

August 18, 2016	DUBLIN WAY
August 25, 2016	TIPPERARY WAY

METER BOX MAINTENANCE: (3)

August 4, 2016	7448 VOYAGER WAY
August 25, 2016	8232 SUNDANCE DR
August 25, 2016	7525 MINNESOTA DR

METER CHANGE OUT: (9)

August 18, 2016	6301 SUNRISE BLVD
August 25, 2016	7137 AUBURN BLVD
August 29, 2016	6301 SUNRISE BLVD
August 29, 2016	6501 SYLVAN RD
August 29, 2016	6047 SUNRISE BLVD
August 29, 2016	7501/03 SAINT PHILOMENA WAY
August 29, 2016	8356 FOREST CREEK LN
August 30, 2016	7500 GREENBACK LN
August 30, 2016	7803 MADISON AVE

METER INSTALL: (1) August 18, 2016

7600 DENNIS WAY

METER REMOVAL: (1) August 18, 2016

7648 DENNIS WAY

RADIO READ METER INSTALL: (8)

August 9, 2016	6387 BRANDO LOOP
August 9, 2016	6403 BRANDO LOOP
August 9, 2016	6405 BRANDO LOOP
August 10, 2016	6399 BRANDO LOOP
August 16, 2016	6389 BRANDO LOOP
August 16, 2016	6391 BRANDO LOOP
August 16, 2016	6393 BRANDO LOOP
August 16, 2016	6397 BRANDO LOOP

RADIO READ MIU R900 CHANGE OUT: (1)

August 31, 20168921 EDEN OAKS AVE

RADIO READ REGISTER CHANGE OUT: (2)

August 1, 2016	5310 SABLEWOOD LN
August 31, 2016	8998 EDEN OAKS AVE

REGISTER CHANGE OUT: (26)

<u> </u>		/
	August 1, 2016	8505 SUNRISE BLVD
	August 1, 2016	7754 MARIPOSA AVE
	August 2, 2016	7200 MADISON AVE
	August 4, 2016	7425 APACHE WAY
	August 4, 2016	6531 NAVION DR
	August 4, 2016	6643 NAVION DR
	August 4, 2016	7420 STEARMAN WAY
	August 4, 2016	7136 DOLAN WAY
	August 8, 2016	7434 PIMIENTA DR
	August 10, 2016	6194 VICEROY WAY
	August 10, 2016	7437 SUNRISE BLVD
	August 11, 2016	6624 GRAHAM CIR
	August 15, 2016	7630 RENAISSANCE CT
	August 15, 2016	6665 RINCONADA DR
	August 15, 2016	6525 SUNRISE BLVD
	August 16, 2016	6604 HESPERA WAY
	August 22, 2016	6920 PALM AVE
	August 22, 2016	5340 LANA ST
	August 22, 2016	6424 SANDSTONE ST
	August 25, 2016	8023 GARRY OAK DR
	August 25, 2016	8204 GARRY OAK DR
	August 25, 2016	8133 LOBATA ST
	August 25, 2016	8269 TWIN OAKS AVE
	August 29, 2016	7946 CORAL OAK WAY
	August 29, 2016	8123 ORELLE CREEK CT
	August 31, 2016	8231 LONGDEN CIR

SADDLE REPLACEMENT: (1)

SERVICE REPAIR: (5)

August 10, 2016	5601 MARIPOSA AVE
August 16, 2016	5608 MARIPOSA AVE
August 16, 2016	7000 SHORT OAK WAY
August 19, 2016	5608 MARIPOSA AVE
August 29, 2016	6429 ASPEN GARDENS WAY

<u>SERVICE REPLACEMENT:</u> (5)

5536/38 CEDAR CREEK WAY
5540/42 CEDAR CREEK WAY
8216 BLUE OAK WAY
7523 QUAIL VISTA LN
7521 QUAIL VISTA LN

SERVICE/SADDLE REPLACEMENT: (18)

August 10, 2016	6309 TRAJAN DR
August 11, 2016	8320 APPLEWOOD CT
August 18, 2016	7582 GALWAY CT
August 18, 2016	7586 GALWAY CT
August 18, 2016	7584 GALWAY CT
August 22, 2016	8165 VILLA OAK DR
August 22, 2016	7590 GALWAY CT
August 22, 2016	7588 GALWAY CT
August 22, 2016	7576 LIMERICK WAY
August 22, 2016	7585 LIMERICK WAY
August 22, 2016	7577 LIMERICK WAY
August 23, 2016	8169 VILLA OAK DR
August 25, 2016	7593 LIMERICK WAY
August 25, 2016	7589 LIMERICK WAY
August 31, 2016	7563 LIMERICK WAY
August 31, 2016	7566 LIMERICK WAY
August 31, 2016	7571 LIMERICK WAY
August 31, 2016	7563 TIPPERARY WAY

VALVE BOX MAINTENANCE: (3)

August 23, 2016	8495 MENKE WAY
August 23, 2016	8495 MENKE WAY
August 31, 2016	7990 GREENBACK LN

<u>VALVE EXERCISE:</u> (3)

August 17, 2016	12801 FAIR OAKS BLVD
August 22, 2016	11801 FAIR OAKS BLVD
August 31, 2016	7501 PARK DR

VALVE INSTALL: (7)

August 1, 2016	7571 LIMERICK WAY
August 1, 2016	7571 LIMERICK WAY
August 1, 2016	7571 LIMERICK WAY
August 1, 2016	7585 LIMERICK WAY
August 1, 2016	7585 LIMERICK WAY
August 1, 2016	7585 LIMERICK WAY
August 4, 2016	7585 LIMERICK WAY

VALVE LOCATE: (14)

August 1, 2016	6111 VICEROY WAY
August 1, 2016	7745 GREENBACK LN
August 1, 2016	7724 FARMGATE WAY
August 3, 2016	7856 WATSON WAY
August 3, 2016	6849 ROSA VISTA AVE
August 3, 2016	8743 SHOSHONE WAY
August 4, 2016	7500 COMMUNITY DR
August 8, 2016	7372 AUBURN BLVD
August 9, 2016	7737 WACHTEL WAY
August 9, 2016	7542 CHIPMUNK WAY

August 15, 2016	6041 KIFISIA WAY
August 15, 2016	7546 CHIPMUNK WAY
August 22, 2016	5900 SPERRY DR
August 31, 2016	8141 DART WAY

Total Count: 134

WATER ANALYSIS REPORTS:

Bacteriological testing has met all California Department of Public Health requirements. 72 samples were collected with no positive results.

CITRUS HEIGHTS WATER DISTRICT OPERATIONS MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR BOARD MEETING

SUBJECT	: 2016 WATER SUPPLY - PURCHASED & PRODUCED
STATUS	: Information Item
REPORT DATE	:September 6, 2016
PREPARED BY	: Brian M. Hensley, Water Resources Supervisor

OBJECTIVE:

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

Month	2013	2014	2015		201	.6		Year-to	o-Date
				Surface	Ground	Total	Total	Compa	arison
				Water	Water	Water	Water	to	
				Purchased	Produced	Monthly	Annual	201	13
		acre feet			acre f	feet		acre feet	%
Jan	602.52	602.39	570.05	463.53	76.07	539.60	539.60	-62.92	-10.4%
Feb	606.36	450.96	511.52	387.51	97.02	484.53	1,024.13	-184.75	-15.3%
Mar	819.55	612.20	725.95	442.62	74.94	517.56	1,541.69	-486.74	-24.0%
Apr	1,029.73	737.30	761.02	609.95	67.86	677.81	2,219.50	-838.66	-27.4%
May	1,603.43	1,190.07	869.08	882.03	97.46	979.49	3,198.99	-1,462.60	-31.4%
Jun	1,816.73	1,548.66	1,065.10	1,270.95	72.81	1,343.76	4,542.75	-1,935.57	-29.9%
Jul	2,059.21	1,622.10	1,184.95	1,418.32	126.25	1,544.57	6,087.32	-2,450.21	-28.7%
Aug	1,924.28	1,477.49	1,188.18	1,456.87	122.93	1,579.80	7,667.12	-2,794.69	-26.7%
Sep	1,509.82	1,275.11	1,069.78						
Oct	1,297.42	1,030.74	918.67						
Nov	911.55	682.48	589.6						
Dec	700.94	563.15	519.57						
Total	14,881.54	11,792.65	9,973.47	6,931.78 90.41%	735.34 9.59%	7,667.12	7,667.12		

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: SURFACE WATER SUPPLY
STATUS	: Information Item
REPORT DATE	: September 7, 2016
PREPARED BY	: David M. Gordon, Operations Manager

OBJECTIVE:

Receive status report on surface water supplies available to the District.

BACKGROUND AND ANALYSIS:

As of midnight on September 6, 2016, storage in Folsom Lake was at 469,125 340,059 acre-feet, 35 percent of the total capacity of 977,000 acre-feet. This is about 57 percent of historical average for this date. This represents a decrease in storage of 129,093 acre-feet in the past month.

The District's total water use during the month of August 2016 (1,579.80 acre-feet) was 17.9% below that of August 2013 (1,924.28 acre-feet).

CHWD continues to assist with preserving surface water supplies in the Lake by operating its groundwater wells. All District wells (Bonita, Mitchell Farms, Palm, Skycrest, Sylvan and Sunrise) remain operational and are being operated on a rotational, or as-needed, basis.

Reservoir Conditions - Folsom Lake



Folsom Lake

Conditions (as of Midnight - September 6, 2016) 1,000 750 500 250 250 0 Current Level: 340,059 AF 35% (Total Capacity) 57% (Historical Avg.)



Data Updated 09/07/2016 06:15 AM

ASSISTANT GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: ACTIVITIES AND PROGRESS REPORT
STATUS	: Information Item
REPORT DATE	: August 31, 2016
PREPARED BY	: Hilary M. Straus, Assistant General Manager
	Rex W. Meurer, Water Efficiency Coordinator

Water Efficiency program updates are summarized below.

AGM-1 WATER EFFICIENCY PROGRAM UPDATE

Water Efficiency Program activities during the month of August 2016 included:

- 10 ultra-low-flush toilet rebates for the month of August 2016. A total of \$8,100 in rebates has been provided to customers' year to date.
- For the month of August 2016, no High Efficiency Clothes Washer (HECW) rebates were processed. Year-to-date, 9 HECW rebates were processed by SMUD for District customers.
- 48 water waste calls were received during the month of August. 11 reports of water waste were received through the CHWD's Drought Resources web page. An additional 22 service requests were generated in house by staff. A total of 81 contacts (mostly visits to customers' homes and phone calls) have been completed based on these reports.
- The following table summarizes the R-GPCD values for CHWD to date:

Month	R-GPCD
January 2015	75
February	83
March	108
April	117
May	129
June	163
July	176
August	172
September	160
October	140
November	82
December	75
January 2016	80
February	77
March	77
April	107
May	155

Month	R-GPCD
June	213
July	237
August	Not Available

- At the October 11th Board meeting, staff will be presenting a recap of the top 20% commercial water users who were asked to send in a water reduction plan. The presentation will focus on the Bad-Bad's and the customer responses during follow up.
- Below is a recap of the regions overall water saving as compared to 2013.

REDUCTION BY AGENCY (Data compared to 2013)			
	July 2016	June 15-July 16	
Water Agency	Reduction	Reduction	
California American Water	28.5%	34.2%	
Carmichael Water District	24.0%	32.7%	
Citrus Heights Water District	25.0%	32.8%	
City of Davis	20.9%	26.2%	
City of Folsom	10.8%	23.9%	
City of Lincoln	17.9%	29.6%	
City of Roseville	19.6%	31.4%	
City of Sacramento	25.1%	28.7%	
City of West Sacramento	24.0%	29.7%	
City of Woodland	32.0%	31.4%	
City of Yuba City	29.7%	27.2%	
Del Paso Manor Water District	29.2%	34.5%	
El Dorado Irrigation District	17.4%	28.4%	
Elk Grove Water District	21.7%	32.9%	
Fair Oaks Water District	22.8%	33.3%	
Golden State Water Company	22.1%	29.5%	
Orange Vale Water Company	26.6%	37.0%	
Placer County Water Agency	22.2%	26.7%	
Rancho Murieta CSD	18.9%	26.4%	
Rio Linda/Elverta CWD	28.1%	31.3%	
Sacramento County Water Agency	20.9%	31.2%	
Sacramento Suburban WD	30.1%	29.3%	
San Juan Water District	13.5%	31.2%	
Average	23.1%	30.4%	
Minimum	10.8%	23.9%	
Maximum	32.0%	37.0%	

GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: EMPLOYEE RECOGNITION
STATUS	: Information Item
REPORT DATE	: September 6, 2016

The following District employees were recognized for superior attendance, outstanding customer service and quality of work during the month of August 2016.

ADMINISTRATION and WATER DEMAND MANAGEMENT DEPARTMENT

Brady Chambers:	Work Quality – Training Senior Accountant Alberto Preciado on the front end side of customer service including receiving and posting payments – 2016 Aug 22-25
Kelly Drake:	Superior Attendance Customer Service – Short-notice installation of water meters at McDonalds – 2016 Aug 17 Customer Service – Short-notice installation of water meters at Moe's – 2016 Aug 29 Friday
Dana Mellado:	Superior Attendance Customer Service – Customer at Hackney Way called to express thanks for notifying him of a high meter read and sending a District representative out to respond to a private leak – 2016 Aug 03
Rex Meurer:	Superior Attendance
Beth Shockley:	Superior Attendance Work Quality – Safety Committee Game – 2016 Aug 04
Alberto Preciado:	Work Quality – Attendance at Board of Directors Budget Workshop Meeting at Supervisor's request - 2016 Aug 29
Desiree Smith:	 Superior Attendance Work Quality – Training Senior Accountant Alberto Preciado on the front end side of customer service including receiving and posting payments – 2016 Aug 22-25 Work Quality – Advance "prize "preparations for Safety Committee Game – 2016 Aug 02 Work Quality – Creation of flyer for Ultra-Low Flush/ High Efficiency Toilet (ULFT/HET) Program – 2016 Aug 22
Lisa Smoot:	Superior Attendance Work Quality – Assisting with preparing Board Meeting items for Accounting Supervisor Sohal while she was away at training – 2016 Aug Work Quality – Safety Committee Game – 2016 Aug 04

Susan Sohal: Superior Attendance Work Quality – Funds and Reserves Policy Updates & presentation to Board of Directors – 2016 Aug 09

PROJECT MANAGEMENT and ENGINEERING DEPARTMENT

Missy Pieri:	Superior Attendance Work Quality – Presenter at Board of Directors Budget Workshop – 2016 Aug 29 Work Quality – Mariposa 12" Project Inspection, 3.5 hours – 2016 Aug 12 Friday
Borey Swing:	Superior Attendance Work Quality – Safety Committee Game – 2016 Aug 04 Work Quality – Mariposa 12" Project Inspection, 6 hours – 2016 Aug 12 Friday
John Spinella:	Superior Attendance Work Quality – Mariposa 12" Project Inspection, 5 hours – 2016 Aug 05 Friday
OPERATIONS and	WATER QUALITY DEPARTMENT
Tim Cutler:	Work Quality – Assisting Water Meter Technician Drake with meter replacements and meter box maintenance – 2016 Aug
Robyn Evans:	Superior Attendance Work Quality – Persistence and follow-up with Pape Machinery saving the District over \$4,000 on backhoe warranty repairs – 2016 Aug
James Ferro:	Superior Attendance Customer Service – thank you card from customer on Kensington Drive for landscape work and flowers following fire hydrant replacement – 2016 Aug Work Quality – Volunteered to assume Standby Duty – 2016 Aug 16
Jarrett Flink:	Work Quality – responded to Standby Duty request to assist with emergency water service repair at 5608 Mariposa Ave – 2016 Aug 19 Friday
Gil Garcia:	 Customer Service – Telephone call from contractor at 7716 Cologne Way acknowledging prompt and professional response to identify old water main – 2016 Aug Work Quality – Assisting Water Meter Technician Drake with meter replacements and meter box maintenance – 2016 Aug Work Quality – Assist with furnishings and painting of two PM/Engineering Dept. Offices – 2016 Aug
Brian Hensley:	Superior Attendance Work Quality – Attendance at Board of Directors Budget Workshop Meeting at Supervisor's request - 2016 Aug 29
Dan Hesse:	 Work Quality – Safety Committee Game – 2016 Aug 04 Work Quality – responded to Standby Duty request to assist with emergency water service repair at 8169 Villa Oak Ave – 2016 Aug 12 Friday Work Quality – Assisted with water quality sampling for Limerick Way Project – 2016 Aug 12 Friday

Rick Jimenez:	Customer Service – Telephone call from contractor at 7716 Cologne Way acknowledging prompt and professional response to identify old water main – 2016 Aug Work Quality – Safety Committee Game – 2016 Aug 04
	Work Quality – Assisting Water Meter Technician Drake with meter replacements
	and meter box maintenance – 2016 Aug
	Work Quality – Assist with furnishings and painting of two PM/Engineering Dept. Offices – 2016 Aug
Mike Mariedth:	Customer Service – Telephone call from contractor at 7716 Cologne Way acknowledging prompt and professional response to identify old water main – 2016 Aug
	Work Quality – Assisting Water Meter Technician Drake with meter replacements and meter box maintenance – 2016 Aug
	Work Quality – Assist with furnishings and painting of two PM/Engineering Dept. Offices – 2016 Aug
	Work Quality – Assisted with major clean-up on inventory in yard -2916 Aug 03
Chris Nichols:	Superior Attendance
	Work Quality – Assisted with major clean-up on inventory in yard -2916 Aug 03 Work Quality – responded to Standby Duty request to assist with emergency water service repair at 8169 Villa Oak Ave – 2016 Aug 12 Friday
Ryon Ridner:	Customer Service – thank you card from customer on Kensington Drive for landscape work and flowers following fire hydrant replacement – 2016 Aug
Nick Spiers:	Superior Attendance
	Work Quality – Assist with furnishings and painting of two PM/Engineering Dept. Offices – 2016 Aug
	Work Quality – Assisted with major clean-up on inventory in yard -2016 Aug 03
Jason Tupper:	Superior Attendance Work Quality – responded to Standby Duty request to assist with emergency water
	service repair at 8169 Villa Oak Ave – 2016 Aug 12 Friday
	Work Quality – Performed water quality sampling for Limerick Way Project – 2016 Aug 12 Friday
	Work Quality – Performed water quality sampling for Mariposa Avenue and Limerick Way Projects – 2016 Aug 19 Friday

GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: GENERAL MANAGER'S TASK LIST
STATUS	: Information Item
REPORT DATE	: September 9, 2016

Significant assignments and activities for the General Manager (GM) are listed on the attached list. I will be available at the meeting to answer questions and/or provide additional details.

TASK LISTNO. 129	September 13, 2016 GM-2b				
C a te g o ry	Green: Items that are substantially complete, delegated or awaiting action by others	GM Hrs to Complete	Waiting on or delegated to:	De a d line	No te s
					Draft Ag re e me nt se nt
	District Capital Project 2011-02: Beech Ave Metered				to OVWC - awaiting
Water Distribution	Interconnection with Orange Vale WC	5	OVWC	15-Oct-2016	c o mme nts

Category	Red: Top Priority Items	GM Hrsto Complete	Waiting on or delegated to:	De a d line	No te s
			Inc umb e nts		Divisions One (4 year)
Ad ministra tio n	2016 Distric t Ele c tio n		Unoppose d	8-No v-2016	and Two (2 year)
Ad ministra tio n	Anne xations: Livoti Tract (4 of 8)	40	Churc hill	15-Oct-2016	
Ad ministra tio n	Anne xations: Sac ramento County (4 of 8)	40	Churc hill	15-Oct-2016	
Ad ministra tio n	Anne xation of Veme Tract Territory to SJWD	40	Churc hill & SJWD	15-Oct-2016	
Ad ministra tio n	Fiscal Management Policy - Disbursement of Funds	2	Eve ry 3 Ye a rs	11-Oct-2016	
Human Resources	Salary Schedule Update	40	Every 3 Years	13-Sep-2016	Last Updated Jan 2014, Update by July 2016 for 2017 Budget
Human Re so urc e s	Retire from Citrus Heights Water District		C hurc hill	17-Nov-2016	Planne d Date
Wa te r Distrib utio n	Future CIP Projects Summary Binder (2 of 8)	20	GM/EngrDept	15-Oct-2016	Ed it in Progress
Wa te r Distrib utio n	Technology Improvements: Document Management / Project Management / Asset Management / Easements (7 of 8)	30	Smoot/Swing/etc	15-De c -2016	
Wa te r Distrib utio n Wa te r Distrib utio n	Distric t C a pital Project 2015-40: Maripo sa Ave nue 12"	30 10	Civil Engr Const		Construction Phase
	Distanti Capitarri loje et 2010-40. Manposa Avenue 12	10		20-00 p-2010	
Water Supply	SJWD Shortage Policy Cost Update (1 of 8)	10	SJWD	15-Nov-2016	MOU in Development
Water Supply	SJWD Whole sale Water Supply Agreement	30	Churc hill/Albie tz	15-Oct-2016	SJWD G M Reviewing
Water Supply	SJWD Hydraulic Model Maintenance Agreement	5	Churc hill	15-Nov-2016	
Water Supply	Site s Re se rvo ir Ad vo c a c y	40	Stra us/ Rie hle		
	HO URS SUBIO TAL:	307	<u> </u>		

Category	Orange: High Priority Items	GM Hrsto Complete	Waiting on or delegated to:	De a d line	No te s
	Regional Water Authority Board & Executive Committee:				
Exte mal Influe nc e s	Organize Files	20	Churc hill	1-No v-2016	
					To CHWD Board and
	District Capital Project 2011-01: Fair Way 8" Metered				City Counc il in
Wa te r Distrib u tio n	Interconnection with Roseville	20	Ro se ville	1-No v-2016	October
					To CHWD Board and
	Distric t C a p ita l Pro je c t 2012-09: Blo sso m Hill Dr 6" Me te re d				City Counc il in
Wa te r Distrib utio n	Interconnection with Roseville	20	Ro se ville	1-No v-2016	October
					To CHWD Board and
	Distric t C a p ital Project 2012-10: C restmont Dr 6" Me te red				City Counc il in
Wa te r Distrib u tio n	Interconnection with Roseville	20	Ro se ville	1-No v-2016	October
Wa te r Qua lity	Cross Connection Ordinance Update	5	Churc hill	1-Oct-2016	
Water Quality	Priva te Well Polic y	5	He nsle y	1-Oct-2016	
Water Supply	Cal Am Interconnection Agreements	5	Churc hill		
Water Supply	Locate and Secure additional Well Sites	40	GM/OPS/WRS	ongoing	
	HO URS SUBTO TAL:	135			

Category	Ye llow: Medium Priority Items	GMHrsto Complete	Waiting on or delegated to:	De a d line	No te s
Ad ministra tio n	Master Plan Update: RFP for Engine ering Servic es	0	PM/EngrDept		
Ad ministra tio n	Policies & Procedures: Write Missing Policies	32		ongoing	
Water Distribution	Distric t C a pital Project 2015-30: Poplar Avenue 14"	10	Be nne tt Eng r	1-Oct-2016	De sig n Pha se
Water Distribution	District Capital Project 2015-31: Baird Way 12"	10	Are a West Engr	1-Oct-2016	De sig n Pha se
	Me te ring Projects: Me ter Installation Policy Coordination				
Wa te r Distrib utio n	with City of CH	2			
Water Distribution	Easements: Beny Lane	2			
Water Distribution	Ea se m e nts: Ro ss	2			
Water Supply	Find Property Deeds: Wells Ave. Well Site	10		1-Oct-2016	Disc uss with City of CH
	HO URS SUBIO TAL:	68			

Category	Blue : Non-Priority Items	GM Hrsto Complete	Waiting on or delegated to:	De a d line	No te s
Human Re so urc e s	Salary Schedule Update		Every 3 Years	13-Sep-2019	
Human Re so urc e s	GASB 45 Ac tua na l Ana lysis		Every Year		Complete for 2016
Ad ministra tio n	2018 Distric t Ele c tio n	10		8-No v-2018	Divisions Three (4 year)
Ad ministra tio n	Conflict of Interest Code - Biennial Update	15	FPPC	31-De c -2016	Bie nnia l Up d a te
Ad ministra tio n	Divisio n Bo und a ry Ana lysis	0	2020 Census	1-Jun-2021	Reviewed May 2011
Ad ministra tio n	Citrus Heights Water Takers Assn - Transcribe Meeting Minutes	20	Sta ff	1-No v-2016	1917-1922 Handwritten Minutes of Predecessor to CHID/CHWD
Ad ministra tio n	Bo a rd of Dire c to rs Polic ie s "3000 Se rie s"	10	Every 4 Years		Last completed 14 Feb 2012
Human Re so urc e s	Continue d Education: Obtain and document contact hours for Water The atment Operator T2 Certification	0	Re ne we d	1-Sep-2017	16 to talhours needed
Human Resources	Continue d Education: Obtain and document contact hours for Water Distribution Operator D5 Certification	0	Re ne we d	1-Jan-2018	36 to tal hours needed
Human Resources	Bie nnia l Ethic s Tra ining	0	Every 2 Years	7-May-2017	Completed at ACWA Conference - 7 May 2015
Human Resources	Bie nnia l Se xua l Ha ra ssme nt Tra ining	0	Every 2 Years	5-May-2017	Completed at ACWA JPIA Conference - 5 May 2015
Water Supply	Patton Ave Well Property Disposal	0		Ho ld	No Interested Parties
Water Supply Water Supply	Watson Way Well Property Disposal		1	Hold	No Intereste d Parties
Water Supply Water Supply	Public Health Goal Report & Public Hearing	1	OM, WRS	12-Jul-2019	Every 3 Years
Wa te r Distrib utio n	PIV Pho to s & Lo c ks	3	- ,		
	HO URS SUBIO TAL:	59			<u> </u>
	HO URS TO TAL:	569			

GENERAL MANAGER'S REPORT TO BOARD OF DIRECTORS SEPTEMBER 13, 2016 REGULAR MEETING

SUBJECT	: LONG RANGE BOARD AGENDA
STATUS	: Information Item
REPORT DATE	: September 9, 2016

In an effort to plan workloads and schedules, Executive staff has been maintaining a Long Range Board Agenda, and the September update is provided below. Please let General Manager Churchill know if you have any questions or comments.

Meeting Date	Item	Assigned To
October 11, 2016	Roseville Intertie Agreement	Churchill
October 11, 2016	Engineering/Design Firm Award of	Dietrich
	Contract – Corporation Yard	
	Improvements	
October 11, 2016	CIP Adoption	Churchill/Dietrich/Godon/Straus/Sohal/Pieri
October 11, 2016	Water Charges and Fees—	Straus/Sohal
	Presentation of Proposed Updates	
October 11, 2016	Water Efficiency Program Update	Meurer/Leatham
	(Bad-Bad) P-1	
October 11, 2016	Minutes of the Special Meeting	Smoot
	August 29, 2016	
November 8, 2016	2016-17 Committee Assignments	Churchill
	2016-17 District Officers	Churchill
November 15, 2016	Operating and Capital Budgets	Straus/Dietrich/Gordon
	Water Rates, Charges & Fees	Straus/Sohal
	Capacity Fees	Straus/Sohal
	Water Shortage Charges	Straus/Sohal
December 13, 2016		