

**BOARD MEETING AGENDA  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
APRIL 15, 2020 beginning at 6:00 PM**



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

**PHONE CALL IN: (253) 215-8782  
PHONE MEETING ID: 986 952 276**

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting. Pursuant to Executive Order N-29-20, the meeting will be held electronically through the above phone number. Directors and members of the public may attend the meeting remotely through the phone number.

**CALL TO ORDER:**

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

**ROLL CALL OF DIRECTORS:**

**CLOSED SESSION:**

**CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Section 54956.8:

Property: Parcel Numbers 211-0192-087-0000

Agency negotiators: Brian Hensley, David Gordon, Madeline Henry, Josh Nelson, Melissa Pieri, Hilary Straus, Susan Talwar, Steve Anderson, Rebecca Scott, Ginger Gillin

Negotiating parties: First Apostolic Church Incorporated of Citrus Heights

Under negotiation: Price and Terms of Payment

**CL-2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

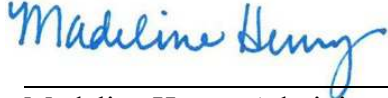
**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

May 20, 2020	6:30 PM	Regular Meeting
June 17, 2020	6:30 PM	Regular Meeting
July 15, 2020	6:30 PM	Regular Meeting—Cancelled
August 19, 2020	6:30 PM	Regular Meeting
August 26, 2020	6:30 PM	Special Meeting
September 15, 2020	6:30 PM	Regular Meeting
October 21, 2020	6:30 PM	Regular Meeting
November 18, 2020	6:30 PM	Regular Meeting
December 16, 2020	6:30 PM	Regular Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

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



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Madeline Henry, Administrative Services Manager/  
Chief Board Clerk

Dated: April 9, 2020

**BOARD MEETING AGENDA  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
APRIL 15, 2020 beginning at 6:00 PM**



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

**PHONE CALL IN: (253) 215-8782  
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**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:**

**BUSINESS:**

B-1. Consideration and Approval of Resolution Finding a Public Propose in Participating in Neighboring Agency CVRA Transition Processes

Recommendation:

Adopt Resolution 05-2020 Finding a Public Purpose in Participating in CVRA Issues Affecting CHWD Customers and CHWD Finances.

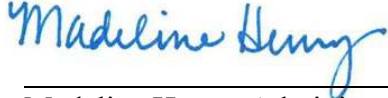
**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

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**ADJOURNMENT:**

**CERTIFICATION:**

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



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Madeline Henry, Administrative Services Manager/  
Chief Board Clerk

Dated: April 14, 2020



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 SPECIAL MEETING

SUBJECT : CONSIDERATION AND APPROVAL OF RESOLUTION FINDING A PUBLIC PROPOSE IN PARTICIPATING IN NEIGHBORING AGENCY CVRA TRANSITION PROCESSES

STATUS : Action Item

REPORT DATE : April 14, 2020

PREPARED BY : Hilary A Straus, General Manager  
Steve Anderson, General Counsel  
Josh Nelson, Assistant General Counsel

### **OBJECTIVE:**

Consider approval of a Resolution finding a public purpose in participating in the “by district” election transition process of neighboring agencies.

### **BACKGROUND AND ANALYSIS:**

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

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

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

To provide a safe harbor from expensive lawsuits and settlements, the Legislature amended Elections Code section 10010 by AB 350. In part, this law permits an agency to avoid challenge by voluntarily adopting a resolution of intent and then converting to district elections pursuant to a specific accelerated time schedule and after holding at least four public hearings.

The San Juan Water District (“SJWD”) recently received a letter from an attorney alleging that its current “at large” election system violates the CVRA. SJWD is expected to begin the process of

transitioning to a “by district” election system shortly. This will cap legal fees owed to potential plaintiffs at approximately \$30,000 under AB 350.

SJWD has requested assistance from CHWD regarding public outreach and other issues related to CVRA compliance.

Based on the above, staff recommends that the Board adopt the enclosed relationship to recognize the public purpose in participating in neighboring agency CVRA processes.

**RECOMMENDATION:**

1. Adopt Resolution 05-2020 Finding a Public Purpose in Participating in CVRA Issues Affecting CHWD Customers and CHWD Finances

**ACTION:**

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

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**RESOLUTION NO. 05-2020**

**A RESOLUTION OF THE CITRUS HEIGHTS WATER DISTRICT FINDING A PUBLIC PURPOSE IN PARTICIPATING IN CVRA ISSUES AFFECTING CHWD CUSTOMERS AND CHWD FINANCES**

**WHEREAS**, the California Voting Rights Act (“CVRA”) imposes obligations on local public agencies to transition to the “by district” election system, particularly in circumstances where certain thresholds are met related to minority voting populations; and

**WHEREAS**, Citrus Heights Water District (“CHWD”) is currently in the process of transitioning to a “by district” election system to ensure its minority customers are adequately represented and that the CVRA is respected; and

**WHEREAS**, in recent months, several public agencies overlapping with or adjacent to CHWD have pursued changing to “by district” elections; and

**WHEREAS**, San Juan Water District (“SJWD”) and other neighboring public agencies each recently received letters alleging that their current election system violates the California Voting Rights Act (“CVRA”) and likely will be transitioning to a “by district” election system in the future; and

**WHEREAS**, SJWD has informally requested assistance from CHWD with respect to public outreach and other issues related to CVRA compliance; and

**WHEREAS**, the Board of Directors hereby finds and determines that the use of resources to participate in the process of transitioning to a “by district” election system under the CVRA for both CHWD and neighboring or overlapping agencies accomplishes a public purpose of CHWD.

The Board of Directors does hereby resolve as follows:

**SECTION 1. Recitals.** That the recitals set forth above are true and correct.

**SECTION 2. Public Purpose Finding.** For the reasons set forth in this Resolution, the accompanying staff report, and any verbal discussion at the Board meeting, the Board of Directors hereby finds and determines that a public purpose of CHWD is served by participating in the processes of overlapping public agency transitioning to “by district” election system under the CVRA. Participation expressly includes, but is not limited to, providing public comment, recommendations on potential electoral maps, and similar processes that such agencies will undertake. CHWD staff may use public resources in so participating.

**SECTION 3. Severability.** The Board of Directors declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

**SECTION 4. Effective Date.** That this Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2020.

AYES:

NOES:

ABSENT:

ABSTAINED:

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Raymond A Riehle, President

ATTEST:

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Madeline Henry, Chief Board Clerk

**BOARD MEETING AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
APRIL 15, 2020 beginning at 6:30 PM**



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

**PHONE CALL IN: (253) 215-8782  
PHONE MEETING ID: 986 952 276**

**COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <https://zoom.us/j/986952276>**

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**CALL TO ORDER:**

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

**ROLL CALL OF DIRECTORS:**

**PLEDGE OF ALLEGIANCE:**

**VISITORS:**

**PUBLIC COMMENT:**

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

(A) Action Item

(D) Discussion Item

(I) Information Item

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

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

CC-1a. Minutes of the Special Meeting – March 18, 2020 (A)

CC-1b. Minutes of the Regular Meeting – March 18, 2020 (A)

CC-1c. Minutes of the Special Meeting – March 30, 2020 (A)

Recommendation: Approve the minutes of the March 18, 2020 Regular and Special Meetings and the March 30, 2020 Special Meeting.

CC-2. Revenue Analysis Report for March 2020 (I)

CC-3. Assessor/Collector's Roll Adjustment for March 2020 (I)

CC-4. Treasurer's Report for March 2020 (I)

CC-5. Treasurer's Report of Fund Balances for March 2020 (I)

- CC-6. Operating Budget Analysis for March 2020 (I)
- CC-7. Capital Projects Summary March 2020 (I)
- CC-8. Warrants for March 2020 (A)  
Recommendation: Approve disbursements issued for payment dated March 11, 2020 through April 9, 2020 per Policy 6460.20.
- CC-9. Purchase Card Distributions for March 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve an Agreement with Mason-Smith Success Strategies (A)  
Recommendation:  
 Approve a task order agreement with Mason-Smith Success Strategies, and authorize the General Manager to execute the agreement.
- CC-18. Discussion and Possible Action to Approve an Agreement with Godbe Research (A)  
Recommendation:  
 Approve a task order agreement with Godbe Research, and authorize the General Manager to execute the agreement for on call public opinion research services.
- CC-19. Discussion and Possible Action to Authorize Staff to Initiate Proceedings with Sacramento Local Agency Formation Commission for the Annexation and Detachment of Various Properties throughout the District.  
Recommendation:  
 Adopt Resolution 02-2020 Authorizing Staff to Initiate Proceedings with Sacramento Local Agency Formation Commission for the Annexation and Detachment of Various Properties Throughout the District
- CC-20. Discussion and Possible Action to Approve a Task Order Agreement with Howell Consulting for Emergency Planning Support services.  
Recommendation:  
 Approve the task order agreement with Howell Consulting for Emergency Planning Support services, and authorize the General Manager to execute the agreement.

**PRESENTATIONS:**

None.

**STUDY SESSIONS:**

None.

**BUSINESS:**

- B-1. Discussion and Possible Action to Purchase Highland Avenue Property (A)

Recommendation:

Consider Adopting Resolution No. 01-2020 authorizing the purchase of the northern 0.52 acre of 7725 Highland Avenue (“Property”) and adopting a

Mitigated Negative Declaration, Additional Information to the Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Highland Avenue Well Site Project (Project)

- B-2. Discussion and Possible Action to Reconsider Request from Mitchell Village Project Developer to Bond Capacity Fees for the Mitchell Village Project

Recommendation:

Require Owner to secure bond for the Capacity Fees by May 15, 2020 or require deferment of the 2020 Project Charges and Fees using Option 2 as described in the staff report.

- B-3. Discussion and Possible Action to Ratify the Proclamation of a Local Emergency

Recommendation:

Adopt Resolution No. 03-2020 ratifying the General Manager's proclamation of a local emergency and adopt Resolution No. 04-2020 adopting the Federal Emergency and Federal Grant Procurement Procedures.

**MANAGEMENT SERVICES REPORTS (I):**

None.

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

None.

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

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

**CLOSED SESSION:**

None.

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

May 20, 2020	6:30 PM	Regular Meeting
June 17, 2020	6:30 PM	Regular Meeting
July 15, 2020	6:30 PM	Regular Meeting—Cancelled
August 19, 2020	6:30 PM	Regular Meeting
August 26, 2020	6:30 PM	Special Meeting
September 15, 2020	6:30 PM	Regular Meeting
October 21, 2020	6:30 PM	Regular Meeting
November 18, 2020	6:30 PM	Regular Meeting

December 16, 2020 6:30 PM Regular Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

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



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Madeline Henry, Administrative Services Manager/  
Chief Board Clerk

Dated: April 9, 2020



CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
March 18, 2020

The Special Meeting of the Board of Directors was called to order at 6:03 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President  
David Wheaton, Vice President

Absent: Caryl Sheehan, Director

Staff:

Steve Anderson, General Counsel  
David Gordon, Director of Operations  
Madeline Henry, Administrative Services Manager/Chief Board Clerk  
Josh Nelson, Assistant General Counsel  
Hilary Straus, General Manager  
Susan Talwar, Director of Finance and Administrative Services  
Roderick Wood, Retired Annuitant

**CLOSED SESSION:**

CL-1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Kessner v. City of Santa Clara, et al., Santa Clara County Superior Court, Case No. 20CV364054

No reportable action.

CL-2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

No reportable action.

**BUSINESS:**

B-1. COVID-19 RESPONSE PLAN (I/D)

Staff provided an update on the COVID-19 Response Plan.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:41 pm.

APPROVED:

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MADELINE A. HENRY  
Deputy Secretary  
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING MINUTES  
March 18, 2020

The Regular Meeting of the Board of Directors was called to order concurrently with the Special Meeting at 6:40 p.m. by President Riehle and roll was called. Present were:

Raymond A. Riehle, President  
David C. Wheaton, Vice President

Absent: Caryl F. Sheehan, Director

**Staff:**

Steve Anderson, General Counsel  
David Gordon, Director of Operations  
Madeline Henry, Administrative Services Manager/Chief Board Clerk  
Brittney Moore, Management Analyst, Deputy Board Clerk  
Josh Nelson, Assistant General Counsel  
Missy Pieri, Director of Engineering  
Hilary Straus, General Manager  
Susan Talwar, Director of Finance and Administrative Services

**PLEDGE OF ALLEGIANCE:**

Board President Riehle led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

**CONSENT CALENDAR:**

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

- CC-1a. Minutes of the Special Meeting – February 19, 2020 (A)
- CC-1b. Minutes of the Regular Meeting – February 19, 2020 (A)
- CC-1c. Minutes of the Special Meeting – March 2, 2020 (A)  
Recommendation: Approve the minutes of the February 19, 2020 Regular and Special Meetings and the March 2, 2020 special meeting.
- CC-2. Revenue Analysis Report for February 2020 (I)
- CC-3. Assessor/Collector's Roll Adjustment for February 2020 (I)
- CC-4. Treasurer's Report for February 2020 (I)
- CC-5. Treasurer's Report of Fund Balances for February 2020 (I)
- CC-6. Operating Budget Analysis for February 2020 (I)
- CC-7. Capital Projects Summary February 2020 (I)
- CC-8. Warrants for February 2020 (A)

Recommendation: Approve disbursements issued for payment dated February 14, 2020 through March 11, 2020 per Policy 6460.20.

- CC-9. Purchase Card Distributions for February 2020 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. 2020 Water Supply – Purchased and Produced (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve a Letter of Opposition for State of California Assembly Bill 2093 (Gloria) (A)

Recommendation:

Approve a letter of opposition for State of California Assembly Bill 2093.

**ACTION:**

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

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

**PRESENTATIONS:**

None.

**STUDY SESSIONS:**

None.

**PUBLIC HEARING:**

- PH-1. Hold Public Hearing #2 to Receive Public Comments on Transition to “By-Division” Electoral System under the California Voting Rights Act (A)

President Riehle opened the public hearing at 6:59pm. There was no public comment. President Riehle closed the meeting at 7:00pm.

**BUSINESS:**

- B-1. Discussion and Possible Action to Appoint Two Members to the Steering Committee for the Sacramento Region Water Utility Collaboration/Integration Study (A)

**ACTION:**

Vice President Wheaton moved and President Riehle seconded a motion to approve to appoint Rodrick Wood and David Wheaton to the Steering Committee for the Sacramento Region Water Utility Collaboration/Integration Study.

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

**MANAGEMENT SERVICES REPORTS (I):**

MS-1. Water Meter Replacement Program Update

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

None.

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

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

**CLOSED SESSION:**

None.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:41 pm.

**APPROVED:**

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MADELINE A. HENRY  
Deputy Secretary  
Citrus Heights Water District

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

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
March 30, 2020

The Special Meeting of the Board of Directors was called to order at 6:02 p.m. by President Riehle and roll was called. Present were:

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

**Staff:**

Steve Anderson, General Counsel  
Bob Churchill, Retired Annuitant  
David Gordon, Director of Operations  
Madeline Henry, Administrative Services Manager/Chief Board Clerk  
Brittney Moore, Management Analyst/Deputy Board Clerk  
Josh Nelson, Assistant General Counsel  
Missy Pieri, Director of Engineering/District Engineer  
Hilary Straus, General Manager  
Susan Talwar, Director of Finance and Administrative Services  
Roderick Wood, Retired Annuitant

**BUSINESS:**

B-1. Discussion and Possible Action to Consider Request from Mitchell Village Project Developer to Phase, Reduce or Waive Project Charges & Fees for the Mitchell Village Project (A)

**ACTION:**

Vice President Wheaton made a motion and Director Sheehan seconded a motion to charge the 2020 Project Charges & Fees amounts and allow the developer to use a bond for the capacity feeds.

**CLOSED SESSION:**

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

No reportable action.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:44 pm.

APPROVED:

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MADELINE A. HENRY  
Deputy Secretary  
Citrus Heights Water District

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

**CITRUS HEIGHTS WATER DISTRICT  
MARCH 2020  
REVENUE ANALYSIS**

**Outstanding Receivables**

<b>Aged Trial Balance</b>					
Total	Current	31-90	91-150	>150	Unapplied Current
1,081,161	993,672	127,664	3,289	45,383	88,847

<b>General Ledger Balance</b>	<b>Total</b>
Outstanding A/R	1,118,242.53
Outstanding Liens	-
Outstanding Grants	1,453
Unclaimed Funds	14,652
Less Unapplied Payments	(89,985)
<b>Total</b>	<b>\$ 1,044,362</b>



**CITRUS HEIGHTS WATER DISTRICT  
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR  
March 31, 2020**

CC-03

Assessor/Collector Roll Adjustment March-20		
	Dollar	Count
<b>DEFAULT</b>		
One-Time Courtesy	\$ 237.66	28
<b>DEFAULT Total</b>	<b>\$ 237.66</b>	<b>28</b>
<b>3-DAY DOOR HANG</b>		
One-Time Courtesy	\$ 26.00	1
<b>3-DAY DOOR HANG Total</b>	<b>\$ 26.00</b>	<b>1</b>
<b>Grand Total</b>	<b>\$ 263.66</b>	<b>29</b>

Reason For Cancellation	Charge Type	Amount
One-Time Courtesy	3-DAY DOOR HANG	26.00
One-Time Courtesy	DEFAULT	4.45
One-Time Courtesy	DEFAULT	5.39
One-Time Courtesy	DEFAULT	4.56
One-Time Courtesy	DEFAULT	6.06
One-Time Courtesy	DEFAULT	6.21
One-Time Courtesy	DEFAULT	3.10
One-Time Courtesy	DEFAULT	4.68
One-Time Courtesy	DEFAULT	4.68
One-Time Courtesy	DEFAULT	1.31
One-Time Courtesy	DEFAULT	4.96
One-Time Courtesy	DEFAULT	5.99
One-Time Courtesy	DEFAULT	4.85
One-Time Courtesy	DEFAULT	4.98
One-Time Courtesy	DEFAULT	20.31
One-Time Courtesy	DEFAULT	5.77
One-Time Courtesy	DEFAULT	10.97
One-Time Courtesy	DEFAULT	6.53
One-Time Courtesy	DEFAULT	6.58
One-Time Courtesy	DEFAULT	5.82
One-Time Courtesy	DEFAULT	14.99
One-Time Courtesy	DEFAULT	6.52
One-Time Courtesy	DEFAULT	7.67
One-Time Courtesy	DEFAULT	11.82
One-Time Courtesy	DEFAULT	5.12
One-Time Courtesy	DEFAULT	53.92
One-Time Courtesy	DEFAULT	7.33
One-Time Courtesy	DEFAULT	9.06
One-Time Courtesy	DEFAULT	4.03
		\$ 263.66

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS  
MARCH 2020**


<hr/>		
<b>Bank of the West</b>		
Beginning Balance		\$7,558,007
<b>RECEIPTS:</b>	1,384,003	
<b>DISBURSEMENTS:</b>		
Checks Issued / ACH Payments	380,475	
Payroll	404,740	
Returned Checks	1,790	
	787,005	596,998
<b>Bank of the West</b>		
Balance per Bank 03/31/2020		8,155,005
Outstanding Checks		(44,575)
Deposit in Transit		51,858
<b>Balance Per Books 03/31/2020</b>		<b>\$8,162,287</b>
<hr/>		

<b>RECONCILEMENT:</b>		
Bank of the West		\$8,162,287
Local Agency Investment Fund		6,419,193
COP Reserve Account		544,238
Money Mkt Activity Account		543,892
<b>TOTAL BALANCE</b>		<b>\$15,669,609</b>
<hr/>		

<b>CASH &amp; INVESTMENT SUMMARY:</b>		
Bank of the West (General Account)		8,162,287
Local Agency Investment Fund		6,419,193
COP 2010 Reserve Account		544,238
Money Mkt Activity Account		543,892
<b>Total</b>		<b>\$15,669,609</b>

INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	2.29%	36,665.84	1/15/2020

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



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**SUSAN K. TALWAR**  
Treasurer



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**HILARY M. STRAUS**  
Secretary

Signed: 04/08/2020

**TREASURER'S REPORT OF FUND BALANCES**  
**March 31, 2020**

Fund Name	Beginning Balance 01/01/2020	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 03/31/2020	2020 Target Balance per Policy
Operating Fund	\$ 744,972	\$ 2,509,749	\$ (2,556,539)	\$ 1,384,003	\$ (787,005)	\$ 1,295,179	\$ 2,334,017
Operating Reserve	\$ 3,592,065	\$ -	\$ -	\$ -	\$ -	\$ 3,592,065	N/A
Rate Stabilization Fund	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 2,796,860	\$ -	\$ -	\$ -	\$ -	\$ 2,796,860	\$ 2,681,248
Restricted for Debt Service	\$ 536,963	\$ -	\$ -	\$ -	\$ -	\$ 536,963	N/A
Water Supply Reserve	\$ 1,623,173	\$ -	\$ -	\$ -	\$ -	\$ 1,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 1,525,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$ -	\$ -	\$ -	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$ -	\$ -	\$ -	\$ -	\$ 405,319	\$ 1,079,527
	<u>\$ 12,758,605</u>	<u>2,509,749</u>	<u>\$ (2,556,539)</u>	<u>\$ 1,384,003</u>	<u>\$ (787,005)</u>	<u>\$ 13,308,812</u>	<u>\$ 7,613,351</u>

  
 \_\_\_\_\_  
 SUSAN K. TALWAR, Treasurer

**TREASURER'S REPORT OF FUND BALANCES**  
**March 31, 2020**

**Fund Transfers Summary:**

The Operating Fund Transferred:	\$ 1,384,003	from funds collected in March 2020 per Treasurer's Report
	<u>\$ (787,005)</u>	disbursements made in March 2020 per Treasurer's Report
	\$ 596,998	

Citrus Heights Water District  
Budget Performance Report  
As of 3/31/2020

CC-06

	March Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance		Annual Budget
				Amount	Percent	
Revenues						
Metered Service Charges	\$1,043,074.03	\$2,580,581.04	\$2,396,523.00	\$184,058.04	7.68%	\$9,586,090.00
Metered Water Deliveries	323,651.09	865,868.63	684,138.00	181,730.63	26.56%	5,234,960.00
Non-Metered Service Charges	7,922.72	26,455.61	35,001.00	(8,545.39)	-24.41%	140,000.00
Penalties	2,751.98	13,973.69	19,604.00	(5,630.31)	-28.72%	150,000.00
Interest	2,853.75	9,256.83	11,385.00	(2,128.17)	-18.69%	45,535.00
Backflow Fees	4,912.00	15,155.28	29,001.00	(13,845.72)	-47.74%	116,000.00
Water Service Install & S&R	1358.98	7,508.86	6,825.00	683.86	10.02%	27,300.00
Miscellaneous *	9,375.37	33,440.41	36,750.00	(3,309.59)	-9.01%	147,000.00
Cost Reimbursements	1,799.80	2,803.78		2,803.78	0.00%	
Income - Wheeling Water			675.00	(675.00)	-100.00%	2,700.00
Total Revenue	1,397,699.72	3,555,044.13	3,219,902.00	335,142.13	10.41%	15,449,585.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		421,592.00	781,887.51	(360,295.51)	-46.08%	3,127,550.04
Ground Water	53,130.25	132,464.71	206,930.61	(74,465.90)	-35.99%	827,722.44
	53,130.25	554,056.71	988,818.12	(434,761.41)	-43.97%	3,955,272.48
Labor & Benefits						
Labor Regular	247,758.88	716,211.77	841,386.33	(125,174.56)	-14.88%	3,365,545.32
Labor Taxes	19,530.94	57,684.60	66,805.14	(9,120.54)	-13.65%	267,220.56
Labor Workers Comp		17,373.82	22,875.00	(5,501.18)	-24.05%	91,500.00
Labor External	2,250.00	4,754.22	44,195.01	(39,440.79)	-89.24%	176,780.04
Benefits Med/Den/Vis	34,002.95	145,356.72	144,933.45	423.27	0.29%	579,733.80
Benefits LTD/Life/EAP	7,007.52	11,560.23	36,685.62	(25,125.39)	-68.49%	146,742.48
Benefits CalPers	32,454.33	50,123.66	82,654.80	(32,531.14)	-39.36%	330,619.20
Benefits Other	4,093.59	12,593.82	7,749.99	4,843.83	62.50%	30,999.96
Benefit Retiree Expenses	3,946.93	10,938.79	13,664.04	(2,725.25)	-19.94%	54,656.16
Benefit Unemployment			2,104.77	(2,104.77)	-100.00%	8,419.08
Benefit GASB 68		180,545.50	95,141.49	85,404.01	89.77%	380,565.96
Capitalized Labor & Benefit Contra	(54,485.19)	(122,847.56)	(125,000.01)	2,152.45	-1.72%	(500,000.04)
	296,559.95	1,084,295.57	1,233,195.63	(148,900.06)	-12.07%	4,932,782.52
General & Administrative						
Fees & Charges	9,524.35	126.79	53,426.25	(53,299.46)	-99.76%	213,705.00
Regulatory Compliance/Permits	6,145.60	66,516.15	22,328.76	44,187.39	197.89%	89,315.04
District Events & Recognition	627.68	5,821.22	33,018.27	(27,197.05)	-82.37%	132,073.08
Maintenance/Licensing	16,276.81	112,489.07	34,252.50	78,236.57	228.41%	137,010.00
Equipment Maintenance	13,983.12	28,938.90	24,781.23	4,157.67	16.78%	99,124.92
Professional Development	15,040.74	38,037.38	39,183.24	(1,145.86)	-2.92%	156,732.96
Department Admin			6,425.01	(6,425.01)	-100.00%	25,700.04
Dues & Subscriptions	707.74	108,877.86	48,956.52	59,921.34	122.40%	195,826.08

Citrus Heights Water District  
Budget Performance Report  
As of 3/31/2020

CC-06

	March	Year-to-Date	Year-to-Date	YTD Variance		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Fuel & Oil	4,032.82	9,974.47	16,097.49	(6,123.02)	-38.04%	64,389.96
General Supplies	3,290.73	6,976.36	16,999.98	(10,023.62)	-58.96%	67,999.92
Insurance - Auto/Prop/Liab		64,535.87	25,500.00	39,035.87	153.08%	102,000.00
Leasing/Equipment Rental	1,814.43	6,636.75	9,975.00	(3,338.25)	-33.47%	39,900.00
Parts & Materials	4,691.75	77,437.84	13,749.99	63,687.85	463.18%	54,999.96
Postage/Shipping/Freight	7,275.74	28,356.08	42,900.00	(14,543.92)	-33.90%	171,600.00
Rebates & Incentives		1,425.00	9,225.00	(7,800.00)	-84.55%	36,900.00
Telecom/Network	2,936.99	9,025.47	10,785.00	(1,759.53)	-16.31%	43,140.00
Tools & Equipment	4,518.77	6,634.59	21,775.02	(15,140.43)	-69.53%	87,100.08
Utilities	458.92	1,314.35		1,314.35	0.00%	
Write-Off Bad Debt Exp			1,250.01	(1,250.01)	-100.00%	5,000.04
Capitalized G&A Contra	(12,486.61)	(35,464.80)		(35,464.80)	0.00%	
Capitalized Equipment Contra	(28,856.88)	(83,645.04)		(83,645.04)	0.00%	
	<u>49,982.70</u>	<u>454,014.31</u>	<u>430,629.27</u>	<u>23,385.04</u>	<u>5.43%</u>	<u>1,722,517.08</u>
Professional & Contract Services						
Support Services	69,186.76	1,403.12	459,291.21	(457,888.09)	-99.69%	1,837,164.84
Legal Services	2,964.00	3,189.50	75,625.02	(72,435.52)	-95.78%	302,500.08
Printing Services	10	56.33	12,175.02	(12,118.69)	-99.54%	48,700.08
	<u>72,160.76</u>	<u>4,648.95</u>	<u>547,091.25</u>	<u>(542,442.30)</u>	<u>-99.15%</u>	<u>2,188,365.00</u>
Reserves & Debt Services						
Interest Expense	7,145.70	8,612.40	24,515.65	(15,903.25)	-64.87%	98,062.57
Net Increase(Decrease) in Value of Investments		11,298.97		11,298.97	0.00%	
	<u>7,145.70</u>	<u>19,911.37</u>	<u>24,515.65</u>	<u>(4,604.28)</u>	<u>-18.78%</u>	<u>98,062.57</u>
Total Operating Expenses	<u>478,979.36</u>	<u>2,116,926.91</u>	<u>3,224,249.92</u>	<u>(1,107,323.01)</u>	<u>-34.34%</u>	<u>12,896,999.65</u>
Net Income / (Expense)	<u>918,720.36</u>	<u>1,438,117.22</u>	<u>(4,347.92)</u>	<u>1,442,465.14</u>	<u>-33175.98%</u>	<u>2,552,585.35</u>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 3/2020

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	
C16-134	Auburn Blvd-Rusch Park Placer	\$10,000	\$609	\$0	\$0	\$609	\$9,391
C19-108	6230 Sylvan East Wall	\$50,000	\$2,432	\$0	\$237	\$2,669	\$47,331
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$0	\$0	\$0	\$0	\$100,000
C20-109	Corp Yard Plans Specs Estimate	\$25,000	\$0	\$0	\$0	\$0	\$25,000
<b>Construction in Progress</b>		<b>\$185,000</b>	<b>\$3,042</b>	<b>\$0</b>	<b>\$237</b>	<b>\$3,278</b>	<b>\$181,722</b>
C20-010	Water Main Replacements	\$70,000	\$0	\$0	\$0	\$0	\$70,000
C20-011	Water Valve Replacements	\$100,000	\$0	\$130	\$4,652	\$4,652	\$95,348
C20-012	Water Service Connections	\$850,000	\$0	\$69,905	\$195,565	\$195,565	\$654,435
C20-013	Water Meter Replacements	\$100,000	\$0	\$2,834	\$3,934	\$3,934	\$96,066
C20-014	Fire Hydrants	\$160,000	\$0	\$5,405	\$5,405	\$5,405	\$154,595
<b>Annual Infrastructure</b>		<b>\$1,280,000</b>	<b>\$0</b>	<b>\$78,274</b>	<b>\$209,556</b>	<b>\$209,556</b>	<b>\$1,070,444</b>
C15-104B	Document Management System	\$250,000	\$5,361	\$0	\$0	\$5,361	\$244,639
C19-003	Fleet/Field Operations Equip	\$295,000	\$61,079	\$0	\$0	\$61,079	\$233,921
C20-003	Fleet/Field Operations Equip	\$380,000	\$0	\$0	\$0	\$0	\$380,000
C20-004	Technology Hardware/Software	\$55,000	\$0	\$90,000	\$90,000	\$90,000	(\$35,000)
<b>Fleet and Equipment</b>		<b>\$980,000</b>	<b>\$66,440</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$156,440</b>	<b>\$823,560</b>
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,288	\$91	\$0	\$0	\$91	\$24,197
C17-102	Michigan Dr - Sunrise to West	\$397,897	\$54,093	\$121,524	\$124,251	\$178,344	\$219,553
C18-103	Cologne Way 6in Main Replace	\$267,069	\$60,776	\$656	\$1,268	\$62,044	\$205,025
C19-101	Robie Way 8" Main Replacement	\$341,382	\$8,338	\$15,387	\$18,982	\$27,320	\$314,062
C19-104	Admiral MainRepl 8"	\$291,439	\$0	\$1,541	\$1,541	\$1,541	\$289,898
C19-105	Whyte MainRepl 8" Langley	\$742,655	\$27,982	\$37,684	\$42,439	\$70,421	\$672,234
C19-106	Wells Ave Main 8"	\$22,460	\$8,341	\$1,630	\$1,630	\$9,971	\$12,489
C19-107	Rowan MainRep 8/6" Grady	\$119,095	\$4,511	\$8,098	\$8,169	\$12,679	\$106,416

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 3/2020

CC-7

Project Number	Project Name	BUDGET		AMOUNTS PAID			Remaining Budget
		Project Forecast Budget	Expenditures to 12/2019	Month to Date	Year to Date	Project to Date	
C20-101	Fair Oaks Blvd	\$56,439	\$0	\$0	\$0	\$0	\$56,439
C20-102	Langley Ave & Chance Dr	\$67,019	\$0	\$0	\$0	\$0	\$67,019
C20-103	Marsala Ct	\$7,482	\$0	\$0	\$0	\$0	\$7,482
C20-104	Skycrest School	\$13,765	\$0	\$616	\$616	\$616	\$13,149
C20-105	Walnut Drive	\$17,133	\$0	\$0	\$0	\$0	\$17,133
C20-106	Wisconsin Drive	\$33,238	\$0	\$514	\$514	\$514	\$32,724
<b>Water Mains</b>		<b>\$2,429,138</b>	<b>\$164,131</b>	<b>\$187,649</b>	<b>\$199,409</b>	<b>\$363,540</b>	<b>\$2,065,598</b>
C19-040C	Mariposa Ave SR2S Phase IV	\$0	\$508	\$0	\$0	\$508	(\$508)
C20-005	Facilities Improvements	\$100,000	\$0	\$6,949	\$38,690	\$38,690	\$61,310
C20-040	Other City Partnerships	\$150,000	\$0	\$0	\$0	\$0	\$150,000
C20-041	Other Misc Infrastructure	\$110,000	\$0	\$0	\$0	\$0	\$110,000
<b>Miscellaneous Projects</b>		<b>\$360,000</b>	<b>\$0</b>	<b>\$6,949</b>	<b>\$38,690</b>	<b>\$38,690</b>	<b>\$321,310</b>
C17-104	Groundwater Well Property Acq	\$640,000	\$346,052	\$968	\$18,883	\$364,934	\$275,066
C17-104A	Well #7 Patton	\$250,000	\$30,189	\$0	\$0	\$30,189	\$219,811
C17-104B	Well #8 Highland	\$0	\$11,731	\$888	\$4,774	\$16,504	(\$16,504)
C20-020	Groundwater Well Improvements	\$150,000	\$0	\$0	\$0	\$0	\$150,000
C20-107	Well Design & Construction	\$563,500	\$0	\$0	\$0	\$0	\$563,500
<b>Wells</b>		<b>\$1,603,500</b>	<b>\$387,972</b>	<b>\$1,855</b>	<b>\$23,656</b>	<b>\$411,628</b>	<b>\$1,191,872</b>
<b>Grand Totals:</b>		<b>\$6,837,638</b>	<b>\$621,584</b>	<b>\$364,727</b>	<b>\$561,548</b>	<b>\$1,183,133</b>	<b>\$5,654,505</b>



## MARCH 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69239	Evert Schlinger Jr	Customer Refund	\$402.38
69240	Thomas Wheeler	Customer Refund	\$207.03
69241	Monty A/Carrie L Williams Trust	Customer Refund	\$120.68
69242	Tracy Stowell	Customer Refund	\$240.21
69243	Steven Corey	Customer Refund	\$6.38
69244	Mark Thompson	Customer Refund	\$60.00
69245	Marco Peco	Customer Refund	\$48.98
69246	Sargenti Family Trust	Customer Refund	\$23.78
69247	A&A Stepping Stone Manufacturing	Supplies-Field	\$284.97
69248	ACWA	Continued Education	\$1,450.00
69249	Airgas USA, LLC	Supplies-Field	\$257.49
69250	Alexander's Contract Services	Contract Services-Meter Read	\$6,237.42
69251	California Landscape Associates Inc	Janitorial	\$200.00
69252	California Surveying & Drafting Supply	Small Tools	\$10.00
69253	Cappo	Dues & Subscriptions	\$130.00
69254	Citrus Heights Chamber of Commerce	Continued Education	\$695.00
69255	City of Citrus Heights	Permit Fees	\$3,855.00
69256	Robin Cope	Health Insurance	\$451.00
69257	County of Sacramento	Permit Fees	\$731.50
69258	Cybex	Equipment Rental- Office	\$179.35
69259	Paul Dietrich	Continued Education	\$556.56
69260	First Apostolic Church of Citrus Heights	Fixed Assets	\$887.50
69261	Harris & Associates	Contract Services-Engineering	\$830.00
69262	IB Consulting LLC	Contract Services-Miscellaneous	\$3,510.00
69263	Iconix Waterworks	Material	\$620.64
69264	MidAmerica Administrative & Retirement Solutions	Employee Paid Insurance	\$289.10
69265	Moonlight BPO	Contract Services- Bill Print	\$6,249.23
69266	Pace Supply Corp	Material	\$1,116.72
69267	Missy Pieri	Continued Education	\$236.18
69268	Republic Services #922	Utilities	\$279.66
69269	Regional Government Services	Contract Services- Other	\$478.00
69270	Scarsdale Security Security Systems Inc	Contract Services- Other	\$284.97
69271	Les Schwab Tires	Repair-Trucks	\$315.41
69272	Sonitrol	Equipment Rental- Office	\$196.09
69273	TIAA Commercial Finance Inc	Equipment Rental- Office	\$611.48
69274	Verizon Wireless	Telephone-Wireless	\$1,095.61
69275	Warren Consulting Engineers Inc	Contract Services-Engineering	\$2,400.00
69276	ACWA/JPIA	Workers Comp Insurance	\$17,373.82
69277	GEI Consultants	Contract Services-Wells	\$17,915.18
69278	Iconix Waterworks	Material	\$22,896.76
69279	KASL Consulting Engineers	Contract Services-Engineering	\$10,833.30
69280	Maze & Associates	Legal & Audit	\$11,348.00
69281	Raftelis	Contract Services-Miscellaneous	\$13,260.00
69282	Rawles Engineering Inc	Contract Services-Miscellaneous	\$32,657.99
69283	SMUD	Utilities	\$15,607.15
69284	Vortex Industries	Contract Services Office Rep/Maintenance	\$21,024.80
69285	Williams+Paddon	Contract Services-Engineering	\$10,185.01
69286	John D Wilkins	Customer Refund	\$101.10
69287	Brian B/Joan M Fox	Customer Refund	\$143.64
69288	Matthew K O Donnell	Customer Refund	\$64.12
69289	Amy D Ahrens	Customer Refund	\$66.10
69290	Susan M Reaves	Customer Refund	\$100.00

## MARCH 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69291	Gassan N Choufi	Customer Refund	\$42.47
69292	Brian T Phuong	Customer Refund	\$170.63
69293	Adam M McNutt	Customer Refund	\$28.09
69294	John Lara	Customer Refund	\$9.09
69295	AFLAC	Employee Paid Insurance	\$290.48
69296	AnswerNet	Telephone-Answering Service	\$277.35
69297	Axcient Holdings LLC	Maintenance Agreement-Software	\$888.60
69298	Bartel Associates LLC	Contract Services-Financial	\$3,000.00
69299	Void	Void	\$0.00
69300	CDW Government Inc	Fixed Assets	\$1,820.89
69301	CirclePoint	Contract Services-Water Conservation	\$1,908.75
69302	Consolidated	Telephone-Local/Long Distance	\$1,834.52
69303	Corelogic Information Solutions Inc	Dues & Subscriptions	\$206.00
69304	Dawson Oil Company	Gas & Oil	\$819.88
69305	Employee Relations Inc	Contract Services- Other	\$51.50
69306	Future Ford	Repair-Trucks	\$420.83
69307	Void	Void	\$0.00
69308	Integrity Administrators Inc	Health Insurance	\$268.18
69309	KBA Document Solutions, LLC	Equipment Rental- Office	\$342.63
69310	Liebert Cassidy Whitmore	Legal & Audit	\$2,774.00
69311	Lowe's	Supplies-Field	\$949.24
69312	Pace Supply Corp	Material	\$844.76
69313	Petty Cash	Petty Cash	\$336.18
69314	Protective Life Insurance Company	Disability & Life Insurance	\$2,121.53
69315	Regional Government Services	Contract Services- Other	\$5,678.04
69316	SureWest Directories	Telephone Local/Long Distance	\$49.74
69317	Sylvan Ranch Community Garden	Contract Services-Water Conservation	\$195.00
69318	Sylvan Trailer & Supply	Repair-Trucks	\$1,600.00
69319	Voyager Fleet Systems Inc	Gas & Oil	\$2,438.37
69320	Walker's Office Supplies	Office Expense	\$104.63
69321	Sheldon E Lewright Trust	Customer Refund	\$84.58
69322	Ellen Herstead	Customer Refund	\$6.41
69323	Brett/Elizabeth Schneider	Customer Refund	\$30.08
69324	AIA Services, LLC/NDS	Water Conservation-Material/Supplies	\$1,508.21
69325	Airgas USA, LLC	Supplies-Field	\$110.66
69326	Alexander's Contract Services	Contract Services-Meter Read	\$5,044.01
69327	Applied Best Practices	Contract Services-Financial	\$1,200.00
69328	Avalon Custodial Care	Janitorial	\$695.00
69329	Bart/Riebes Auto Parts	Repair-Trucks	\$296.10
69330	Brake Masters #220	Repair-Trucks	\$168.32
69331	BSK Associates	Water Analysis	\$576.00
69332	Government Finance Officers Association	Dues & Subscriptions	\$160.00
69333	Harris & Associates	Contract Services-Engineering	\$1,955.00
69334	Harris Industrial Gases	Supplies-Field	\$244.52
69335	IB Consulting LLC	Contract Services-Miscellaneous	\$1,927.00
69336	Kei Window Cleaning #12	Janitorial	\$98.00
69337	Littlepage Landscaping	Contract Services-Miscellaneous	\$3,454.17
69338	Moonlight BPO	Contract Services- Bill Print	\$7,963.54
69339	Pacific Gas & Electric	Utilities	\$101.72
69340	Placer County Department of Public Works	Permit Fees	\$55.00
69341	Pollardwater.com - East	Small Tools	\$382.41
69342	Red Wing Shoe Store	Small Tools	\$1,231.49
69343	Sacramento County Dept of Finance Tax Acct	Fees/Charges	\$25.00

MARCH 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
69344	Les Schwab Tires	Repair-Trucks	\$256.57
69345	SitelogIQ	Maintenance Agreement-Equipment	\$592.75
69346	A. Teichert & Son, Inc.	Road Base	\$2,855.97
69347	Trench Plate Rental Co	Equipment Rental-Field	\$778.37
69348	United Rentals (North America) Inc	Equipment Rental-Field	\$4,190.34
69349	Vortex Industries	Contract Services-Office Repair/Maintenance	\$2,617.68
69350	WaterWise Consulting, Inc	Contract Services-Water Conservation	\$875.00
69351	Warren Consulting Engineers Inc	Contract Services-Engineering	\$3,250.00
69352	City of Citrus Heights	Permit Fees	\$6,145.60
69353	Ana Mileusnic	Customer Refund	\$179.04
69354	William T/Judith Ann Kelley	Customer Refund	\$8.44
69355	Atsuko Y Chursenoff	Customer Refund	\$39.71
69356	Angela M OBrien	Customer Refund	\$7.96
69357	Jason/April Lee	Customer Refund	\$202.71
69358	Daniel F Navrotskiy	Customer Refund	\$22.66
69359	Susan L Yarbrough	Customer Refund	\$105.35
69360	Yianni R Athens	Customer Refund	\$43.21
69361	Datoolya Homes LLC	Customer Refund	\$6.45
69362	Belwood Investments LLC	Customer Refund	\$7.97
69363	ABA DABA Rentals & Sales	Supplies-Field	\$106.97
69364	Associated Sound	Contract Services- Other	\$1,846.33
69365	BSK Associates	Water Analysis	\$1,345.00
69366	California Surveying & Drafting Supply	Small Tools	\$10.00
69367	Robin Cope	Health Insurance	\$451.00
69368	County of Sacramento - Clerk	Publication Notices	\$40.00
69369	Cybex	Equipment Rental- Office	\$172.71
69370	Dr. Well Water Well Services Inc	Wells Maintenance	\$750.00
69371	Fast Action Pest Control	Contract Services-Miscellaneous	\$115.00
69372	First Apostolic Church of Citrus Heights	Fixed Assets	\$887.50
69373	Government Finance Officers Association	Dues & Subscriptions	\$25.00
69374	Iconix Waterworks	Material	\$151.93
69375	Messenger Publishing Group	Publication Notices	\$80.00
69376	Occu-Med	Office Miscellaneous	\$186.00
69377	Pace Supply Corp	Material	\$269.26
69378	Sagent	Contract Services- Other	\$430.88
69379	Simon and Company Inc	Contract Services- Other	\$1,000.00
69380	Sonitrol	Equipment Rental- Office	\$189.00
69381	Superior Equipment Repair	Repair-Trucks	\$3,265.23
69382	Tripepi Smith	Contract Services- Other	\$1,485.00
69383	Verizon Wireless	Telephone-Wireless	\$1,102.47
69384	Walker's Office Supplies	Office Expense	\$68.78
69385	Waxie Sanitary Supply	Office Expense	\$278.34
<b>Total</b>			<b>\$302,356.07</b>
ACH	1168-2020-2 INVOICE CLOUD	Bank Fee	\$3,916.55
ACH	ADP 3/19/20 PAYDAY	Contract Services-Other	\$300.90
ACH	ADP 3/31/20 PAYDAY	Contract Services-Other	\$1,612.86
ACH	ADP 2/16/20 PAYDAY	Contract Services-Other	\$39.00
ACH	ADP 3/15/20 PAYDAY	Contract Services-Other	\$394.05
ACH	APR 2020 CALIFORNIA CHOICE	Health Insurance	\$37,789.99
ACH	BOW FEB 2020	Water Conservation-Other	\$1,311.08
ACH	FEB 2020 CHASE	Bank Fee	\$1,996.95

MARCH 2020 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	FEBRUARY 2020 JP MORGAN	See March Agenda Item CC-9	\$20,917.45
ACH	ICMA-RC 2/20/20 PAYDAY	Deferred Compensation	\$6,901.07
ACH	ICMA-RC 3/19/20 PAYDAY	Deferred Compensation	\$6,750.98
ACH	ICMA-RC ROTH 2/20/20 PAYDAY	Deferred Compensation	\$100.00
ACH	ICMA-RC ROTH 3/19/20 PAYDAY	Deferred Compensation	\$100.00
ACH	WELLS FARGO MARCH 2020	Bank Fee	\$7,145.70
ACH	MID AMERICA FEB 2020	Employee Paid Insurance	\$1,906.10
ACH	PERS 3/19/20 PAYDAY	PERS	\$20,594.00
ACH	PRINCIPAL LIFE 4/2020	Health Insurance	\$9,488.23
ACH	VALIC 2/20/20 PAYDAY	Deferred Compensation	\$3,221.69
ACH	VALIC 3/19/20 PAYDAY	Deferred Compensation	\$2,668.51
ACH	VALIC 3/5/20 PAYDAY	Deferred Compensation	\$2,668.51
ACH	ICMA-RC 3/5/20 PAYDAY	Deferred Compensation	\$6,750.98
ACH	ICMA-RC ROTH 3/5/20 PAYDAY	Deferred Compensation	\$100.00
ACH	PAYCHEX 2/2020	Contract Services-Other	\$58.00
ACH	PER 2/16/20 PAYDAY	PERS	\$20,392.58
ACH	PERS 2/6/20 PAYDAY	PERS	\$20,392.58
<b>Total</b>			<u>\$177,517.76</u>
<b>Grand Total</b>			<u><u>\$479,873.83</u></u>

April Checks Approved at April Board Meeting

ACH	AZTECA SYSTEMS INC	Maintenance Agreement-Software	\$19,995.00
69434	Ferguson Enterprises Inc #1423	Material	\$10,707.29
69433	GM Construction & Developers	Contract Services-Engineering	\$11,430.00
69445	SMUD	Utilities	\$13,550.06
69442	Regional Government Services	Contract Services-Other	\$14,104.74
69436	KASL Consulting Engineers	Contract Services-Engineering	\$15,511.15
69426	Axiom Technologies LLC	Contract Services-Other	\$17,464.00
69427	B&M Builders	Contract Services-Engineering	\$31,735.63
69441	RDO Equipment	Repair-Trucks	\$77,826.49
69437	Neko Industries Inc	Software	\$90,000.00
69440	Rawles Engineering Inc	Contract Services-Miscellaneous	\$113,112.70
<b>Total</b>			<u>\$415,437.06</u>

**Purchase-Card Distributions  
March 27, 2020**

<b>Name</b>	<b>Professional Development</b>	<b>Tools &amp; Equipment</b>	<b>District Events &amp; Recognition</b>	<b>Postage/Shipping/Freight</b>	<b>General Supplies</b>	<b>Equipment Maintenance</b>	<b>Maintenance/Licensing</b>	<b>Dues &amp; Subscription</b>	<b>Total Bill</b>
Shockley	\$ 903.11	\$ 438.41	\$ 479.35	\$ 54.25	\$ 349.91	\$ 851.82		\$ 625.62	\$ 3,702.47
Spiers			\$ 26.50			\$ 410.45			\$ 436.95
Talwar	\$ 319.50	\$ 12.04				\$ 60.00	\$ 262.42		\$ 653.96
Pieri	\$ 54.00								\$ 54.00
Straus	\$ 244.96		\$ 356.22	\$ 45.00					\$ 646.18
Moore	\$ 75.00		\$ 524.27						\$ 599.27
<b>Total Bill</b>	<b>\$ 1,596.57</b>	<b>\$ 450.45</b>	<b>\$ 1,386.34</b>	<b>\$ 99.25</b>	<b>\$ 349.91</b>	<b>\$ 1,322.27</b>	<b>\$ 262.42</b>	<b>\$ 625.62</b>	<b>\$ 6,092.83</b>

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : EMPLOYEE RECOGNITION  
 STATUS : Information Item  
 REPORT DATE : March 30, 2020  
 PREPARED BY : Brittney Moore, Management Analyst

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

### Administrative Services & Water Efficiency Department

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers			Served on the interview panel for the Customer Service Technician position.
Kelly Drake	Yes		Participation and preparation for the March 11 <sup>th</sup> CAC meeting.
Madeline Henry			Helped with set up and attended CAC Meeting.
Brittney Moore		Exceptional internal customer service helping to resolve an insurance issue.  Attended the March Board Meeting.	Assisted with the COVID-19 Response Plan.  Served on the interview panel for the Customer Service Technician position.  Helped with set up and attended CAC Meeting.
Rex Meurer	Yes		Participation and preparation for the March 11 <sup>th</sup> CAC meeting.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Alberto Preciado	Yes		Served on the interview panel for the Customer Service Technician position.
Beth Shockley		Helped with set up for CAC Meeting.  Assisted front counter staff with customer calls, as a solution was being implemented to contact customers remotely.	
Desiree Smith			Identified contact information that needed to be updated on our website.

**Engineering Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson			Worked Friday March 20, 2020 to assist on a private development & capital improvement project.
Paul Dietrich	Yes		
Timothy Katkanov	Yes		Worked with IT to resolve a Cityworks map publishing issue.
Neil Tamagni			Presented at the March Safety Meeting.  Worked Friday March 20, 2020 to assist on a private development & capital improvement project.

**Operations Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
James Buford			Presented at the March Safety Meeting.
Aaron Cater		While replacing a fire hydrant on Sawgrass Circle Aaron and crew were approached by a group of residents asking for assistance in removing 8 ducklings that had fallen into a storm drain inlet the previous night. The crew was able to remove the store drain gate and reunite the ducklings with their mother who had stayed on the adjacent lawn. The residents were extremely grateful, and thanked them multiple times that day!	
Timothy Cutler	Yes		
James Ferro		While replacing a fire hydrant on Sawgrass Circle James and crew were approached by a group of residents asking for assistance in removing 8 ducklings that had fallen into a storm drain inlet the previous night. The crew was able to remove the store drain gate and reunite the ducklings with their mother who had stayed on the adjacent lawn. The residents were extremely grateful, and thanked them multiple times that day!	Volunteered to take standby for a fellow staff member who was unable to.
Brian Hensley	Yes		Served on the interview panel for the Principal IT Analyst position.
Ricky Kelley	Yes		



<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Mike Mariedth		Customer on Windsor Lane contacted the District to state that “Mike was awesome” when assisting with locating their private leak.	
Chris Nichols	Yes		Presented at the March Safety Meeting.
Ryon Ridner		While replacing a fire hydrant on Sawgrass Circle Ryon and crew were approached by a group of residents asking for assistance in removing 8 ducklings that had fallen into a storm drain inlet the previous night. The crew was able to remove the store drain gate and reunite the ducklings with their mother who had stayed on the adjacent lawn. The residents were extremely grateful, and thanked them multiple times that day!	Volunteered to take standby for a fellow staff member who was unable to.
Rebecca Scott	Yes		Participation and preparation for the March 11 <sup>th</sup> CAC meeting.
Nick Spiers			Served on the interview panel for the Customer Service Technician position.
John Spinella	Yes		
Jason Tupper	Yes		

**CITRUS HEIGHTS WATER DISTRICT  
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS  
APRIL 15, 2020 MEETING**

SUBJECT : LONG RANGE AGENDA  
 STATUS : Consent/Information Item  
 REPORT DATE : April 8, 2020  
 PREPARED BY : Madeline Henry, Administrative Services Manager

**OBJECTIVE:**

Listed below is the current Long Range Agenda.

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

**CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA**

MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
<b>May 20, 2020</b>					
May 20, 2020		CAFR Review	Talwar/Preciado	B	A
May 20, 2020		Resolution Calling for Election	Henry	CC	A
May 20, 2020		Groundwater Program Overview	Talwar/Hensley	S	I/D
May 20, 2020		Strategic Plan Update	Henry	CC	A
<b>June 17, 2020</b>					
June 17, 2020		Award of Contract for Whyte & Langley & Robie Water Main Replacement Project	Pieri/Dietrich	CC	A
June 17, 2020		Budget Document Review	Talwar/Preciado	P	A
June 17, 2020		Financial Policy - 6000 Series Review	Talwar/Preciado	S	I/D
June 17, 2020		Finance Corporation, Confirm & Appoint Officers of the Finance Corp., Status of Finance Corp.	Talwar	B	A
<b>July 15, 2020- Cancelled</b>					
<b>August 19, 2020</b>					
August 19, 2020		2021 Strategic Plan	Henry	B	A
August 19, 2020		CIP Update	Pieri	P	A
<b>September 16, 2020</b>					
September 16, 2020		Budget Workshop	Talwar	P	I/D
<b>October 21, 2020</b>					
October 21, 2020		Misc. Charges and Fees - Proposed	Talwar	B	A
October 21, 2020		Award of Contract for Pavement Restoration	Gordon	B	A
October 21, 2020		Award of Contract for Trucking Services	Gordon	B	A

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

**SUBJECT** : ENGINEERING DEPARTMENT REPORT  
**STATUS** : Information Item  
**REPORT DATE** : March 31, 2020  
**PREPARED BY** : Missy Pieri, Director of Engineering/District Engineer

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

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PROJECT 2030 Water Main Replacement Project</b>	Engineering	Director of Engineering and Project Manager	Yes, First or Second Quarter of 2020 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Top Alternative Implementation Plan developed and discussed at CAC Workshop #8 on 09/10/19.  Draft report submitted to CHWD on 01/06/20.  Board Presentation expected in second Quarter of 2020.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout</b>	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Meeting occurred to review the draft report on 03/04/20. District preparing revisions to send to the District's consultant.
<b>CAPITAL IMPROVEMENT PROJECT Highland Ave &amp; Rosa Vista Ln 8" Water Mains</b>	Engineering	Senior Construction Inspector and Project Manager	Yes, 06/20/18 (Notice of Completion)	Yes	2017 design, 2018 construction.	Easements being prepared by District.  6825/28 Rosa Vista Lane easement recorded on 08/15/19. 6822 Rosa Vista Lane easement recorded on 11/05/19. 6821 & 6832 Rosa Vista Lane recorded on 12/27/19. Awaiting easements from one other property owner.
<b>CAPITAL IMPROVEMENT PROJECT Michigan Dr 8" &amp; 6" Water Mains</b>	Engineering	Project Manager and Assistant Engineer	Yes, 02/19/20 (Award of Contract)	Yes	2019 design, 2020 construction.	Easements secured for 8 of 8 properties.  Preconstruction meeting occurred on 03/03/20.  60% Complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>CAPITAL IMPROVEMENT PROJECT</b>  <b>Cologne Way 6" Water Main</b></p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes, 02/19/20 (Award of Contract)</p>	<p>Yes</p>	<p>2019 design, 2020 construction.</p>	<p>Easements secured for 8 of 8 properties.</p> <p>Preconstruction meeting occurred on 03/03/20.</p> <p>Contractor to begin work on Cologne after Michigan Dr. project is complete.</p>
<p><b>CAPITAL IMPROVEMENT PROJECT</b>  <b>6230 Sylvan Rd East Side Wall</b></p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes, TBD</p>	<p>No</p>	<p>Wall along the east side of District property.</p>	<p>Task Order executed with Engineer.</p> <p>District following up with SJUSD regarding property.</p> <p>Grant of Easement and exhibits being prepared by District.</p>
<p><b>CAPITAL IMPROVEMENT PROJECT</b>  <b>Whyte Ave &amp; Langley Ave Water Main</b></p>	<p>Engineering</p>	<p>Project Manager and Assistant Engineer</p>	<p>Yes, TBD</p>	<p>Yes</p>	<p>2020 design, 2020 construction.</p>	<p>District preparing 100% plans. Right-of-Way agent began easement acquisition on 03/23/20.</p> <p>CEQA Exemption sent on 03/23/20. Submitted plans to Placer County and Division of Drinking Water for review on 03/23/20.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT</b> <b>Robie Way - Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	District preparing 100% plans.  CEQA Exemption sent on 03/23/20. Submitted plans to Placer County and Division of Drinking Water for review on 03/23/20.
<b>CAPITAL IMPROVEMENT PROJECT</b> <b>Rowan Way - Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	100% plans Complete. District obtaining approval signatures from various agencies.  Anticipate this project to be completed by District Operations staff.
<b>CAPITAL IMPROVEMENT PROJECT -</b> <b>Admiral Ave - Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2020 construction.	Surveying completed for project.  30% plans Complete. District preparing potholing plan.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT - Wells Ave - Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Surveying completed for project.  District preparing 60% plans. Potholing occurred on 04/02/20.  Right-of-Way agent began easement acquisition on 03/19/20.
<b>CAPITAL IMPROVEMENT PROJECT - Wisconsin Dr - Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Surveying completed on 04/01/20.  District awaiting 30% plans.
<b>CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Main</b>	Engineering	Project Manager and Assistant Engineer	Yes, TBD	Yes	2020 design, 2021 construction.	Initiating Task Order with Engineer.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>PRIVATE DEVELOPMENT Mitchell Farms - 7925 Arcadia Dr</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, 03/30/20 (Deferment of Fees)</p>	<p>No</p>	<p>200-300 unit development by Watt Communities.</p>	<p>3 easements received on 02/05/20.</p> <p>Plans signed by District on 02/05/20.</p> <p>Awaiting payment of inspection fees. District to prepare letter agreement regarding deferment of fees.</p>
<p><b>PRIVATE DEVELOPMENT Mitchell Farms Land Exchange - 7925 Arcadia Dr</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, 11/20/19 (Approval of Agreement)</p>	<p>No</p>	<p>Land Exchange of District's Well Site for development property.</p>	<p>Board approved the agreement at the November Board meeting.</p> <p>Developer signed Agreement on 02/13/20.</p> <p>District preparing final Agreement package for distribution.</p> <p>Demolition completed. Site grading began on 03/31/20.</p>



Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	23 lot subdivision.	District signed plans on 12/04/19.  Reimbursement Agreement to be signed by developer.
<b>PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	Received Project Referral and proposed site plan on 11/13/18.  District sent Will Serve Letter on 12/04/18.  Awaiting first submittal from developer's engineer.
<b>PRIVATE DEVELOPMENT 7581 Sycamore Dr - Parcel Split 1 - 3</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plans signed on 09/19/18.  Awaiting construction.
<b>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Received initial plans on 10/01/18.  District provided comments to the developer's engineer on 01/02/19.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT</b> 8116 Holly Dr Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 with 2 existing homes and meters.	Received Project Referral 11/16/18.  Conditions of Approval letter sent 11/28/18.
<b>PRIVATE DEVELOPMENT</b> 5425 Sunrise Blvd Sunrise Village	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Received Project Review request from City of Citrus Heights on 07/03/19.  District provided will serve letter to the City on 07/31/19.
<b>PRIVATE DEVELOPMENT</b> 8501 Auburn Blvd Parcel Split	Engineering	Director of Engineering and Assistant Engineer	No	No	Potential parcel split from one parcel to four parcels.	Sent conditions of approval letter on 09/06/18.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>PRIVATE DEVELOPMENT</b>  <b>8501 Auburn Blvd</b>  <b>Studio Movie Grill</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Commercial Development.</p>	<p>Final plans signed on 10/17/19.</p> <p>Preconstruction meeting on 10/30/19. 100% complete on water service to Studio Movie Grill. Contractor to complete fire department connection and water service for two other locations.</p> <p>Provided comments to easement and quitclaim exhibit for project on 01/27/20. Received revisions to easement and quitclaims on 03/26/20.</p>
<p><b>PRIVATE DEVELOPMENT</b>  <b>7424 Sunrise Blvd</b>  <b>Sunrise Pointe</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Proposed multi-unit housing complex for low-income and homeless.</p>	<p>Received project referral and initial plans on 10/11/18.</p> <p>Will-Serve letter sent 11/21/18.</p> <p>Awaiting first plan submittal from developer's engineer.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT</b> <b>8220 Sunrise Blvd</b> <b>Carefield Citrus Heights</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19.  Will-Serve letter sent on 05/20/19.
<b>PRIVATE DEVELOPMENT</b> <b>Livoti Development</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Received second submittal on 05/20/19.  District provided comments to the engineer on 06/26/19.
<b>PRIVATE DEVELOPMENT</b> <b>7800 Greenback Ln</b> <b>Hobby Lobby</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	District signed plans on 02/05/20.  Developer's contractor began water facility upgrades on 03/20/20. 95% Complete.
<b>PRIVATE DEVELOPMENT</b> <b>5511 Sunrise Blvd</b> <b>Boston's Pizza</b>	Engineering	Director of Engineering and Senior	No	No	Commercial Development.	Easement received and recorded on 11/06/19.  Contractor replaced water meter box and lid. Awaiting signature on private water service letter.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>PRIVATE DEVELOPMENT</b>  <b>7312 Veterans Lane</b></p>	<p>Engineering</p>	<p>Director of Engineering and Senior Construction Inspector</p>	<p>No</p>	<p>No</p>	<p>Single Family Home water service and fire hydrant.</p>	<p>Plans signed on 12/05/19.                       Awaiting construction from developer's contractor.</p>
<p><b>CITY OF CITRUS HEIGHTS DRAINAGE PROJECT</b>  <b>Wonder St</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, TBD</p>	<p>Yes</p>	<p>Wonder St Drainage Project.</p>	<p>Anticipate bid and start of construction in 2020.</p>
<p><b>CITY OF CITRUS HEIGHTS PROJECT</b>  <b>Bonita &amp; Old Auburn Rd Storm Drain Improvements</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>No</p>	<p>Bonita Way &amp; Old Auburn Rd Storm Drain Project.</p>	<p>District prepared comments on the conflict map and Cost Liability to the City of Citrus Heights on 10/31/19.                       District provided final comments on 03/31/20.                      District awaiting final plans for signature.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>CITY OF CITRUS HEIGHTS PROJECT</b>  <b>Mariposa Ave - Safe Routes to School Phase IV</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>No</p>	<p>Yes</p>	<p>Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.</p>	<p>Attended kick-off meeting with the City on 01/14/19.</p> <p>District provided comments to City's engineer on 05/02/19. Awaiting final plans from the City's engineer.</p> <p>District prepared Cost Liability letter to the City of Citrus Heights on 06/27/19.</p>
<p><b>District-wide Annexation Project</b></p>	<p>Engineering</p>	<p>Director of Engineering , Project Manager and Assistant Engineer</p>	<p>Yes, 07/17/19 (Award of Contract), 10/16/19 (Customer Letters), 04/15/20 (Resolution to begin LAFCo review)</p>	<p>Yes</p>	<p>Annex properties into the District to clarify and revise District boundaries.</p>	<p>District's engineer sent out customer letters via certified mail on 03/20/20.</p> <p>District's engineer completed all exhibits for parcels and began boundary exhibit.</p> <p>Resolution to be sent to the Board on 04/15/20 requesting initiation of LAFCo review.</p> <p>Project 30% Complete.</p>

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>District-wide Easement Project</b>	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes, TBD	Yes	Research and review District facility locations and easements for potential additions/revisions.	Staff will begin this project once the annexation project is near completion.

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT  
 STATUS : Information Item  
 REPORT DATE : April 1, 2020  
 PREPARED BY : David M. Gordon, Director of Operations  
 Tim Cutler, Water Distribution Supervisor  
 Rebecca Scott, Senior Management Analyst

Facilities Maintenance			CIP Projects		
	Completed WO's			Completed WO's	
	Mar.	Year to Date		Mar.	Year to Date
Backflow Maintenance	0	0	C19-010 Water Mainline	0	0
Blow Off Maintenance	0	0	C19-011 Water Valves	1	3
Hydrant Maintenance	102	205	C19-012 Water Services	26	96
Leak Investigation	0	0	C19-013 Water Meters	4	7
Mainline Repair/Maintenance	0	0	C19-014 Fire Hydrants	1	1
Meter Box Maintenance	3	10	C19-103 Pot Hole Main	0	0
Meter Register Replacement	23	73	<b>TOTAL</b>	<b>32</b>	<b>107</b>
Meter Repair/Test/Maintenance	0	2	<b>Water Quality</b>		
Pot Hole Work	1	1	<i>Water Analysis Report: Bacteriological testing has met all California Department of Public Health requirements. 90 samples were collected with no positive results.</i>		
Water Service Repair/Locate	1	2			
Valve, Mainline Maintenance	157	341			
Valve Box Maintenance	2	2			
<b>TOTAL</b>	<b>289</b>	<b>636</b>			



**CITRUS HEIGHTS WATER DISTRICT**  
**DISTRICT STAFF REPORT TO BOARD OF DIRECTORS**  
**APRIL 15, 2020 MEETING**

SUBJECT : 2020 WATER SUPPLY - PURCHASED & PRODUCED  
 STATUS : Information Item  
 REPORT DATE : April 2, 2020  
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor  
 David M. Gordon, Director of Operations

**OBJECTIVE:**

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

Month	2013	2015	2016	2017	2018	2019	2020				Year-to-Date Comparison to 2013	
	Total Water Monthly						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
	acre feet						acre feet					
Jan	602.52	570.05	539.60	506.81	531.38	520.86	425.22	93.81	519.03	519.03	-83.49	-13.9%
Feb	606.36	511.52	484.53	443.99	525.73	447.48	488.25	101.55	589.80	1,108.83	-100.05	-8.3%
Mar	819.55	725.95	517.56	546.60	540.78	516.87	569.86	84.45	654.31	1,763.14	-265.29	-13.1%
Apr	1,029.73	761.02	677.81	575.52	646.09	682.90						
May	1,603.43	869.08	979.49	1,138.72	1,072.27	977.41						
Jun	1,816.73	1,065.10	1,343.76	1,412.94	1,387.03	1,328.07						
Jul	2,059.21	1,184.95	1,544.57	1,650.76	1,737.13	1,582.40						
Aug	1,924.28	1,188.18	1,579.80	1,570.80	1,583.78	1,603.36						
Sep	1,509.82	1,069.78	1,257.91	1,441.76	1,330.19	1,297.12						
Oct	1,297.42	918.67	840.80	1,128.97	1,061.88	1,083.17						
Nov	911.55	589.6	561.82	631.55	807.7	839.06						
Dec	700.94	519.57	518.62	574.43	558.97	548.17						
<b>Total</b>	<b>14,881.54</b>	9,973.47	10,846.27	11,622.85	11,782.93	11,426.87	1,483.33	279.81	1,763.14	1,763.14		
% of Total							84.13%	15.87%				

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

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SUBJECT : WATER SUPPLY RELIABILITY  
STATUS : Information Item  
REPORT DATE : April 15, 2020  
PREPARED BY : David M. Gordon, Director of Operations  
                  Brian Hensley, Water Resources Supervisor

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**OBJECTIVE:**

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

**BACKGROUND AND ANALYSIS:**

As of April 1, 2020, storage in Folsom Lake (Lake) was at 476,300 acre-feet, 49 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 29,000 acre-feet in the past month.

The District's total water use during the month of March 2020 (654.31 acre-feet) was 20.2 percent below that of March 2013 (819.55 acre-feet).

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

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE  
 STATUS : Information Item  
 REPORT DATE : April 1, 2020  
 PREPARED BY : Rex W. Meurer, Water Efficiency Supervisor

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

### **ACTIVITIES AND PROGRESS REPORT**

Water Efficiency, Safety and Meter Program activities during the month of March 2020 include:

- One High Efficiency Toilet (HET) rebate was processed. This compares to 14 HET rebates processed for the month of March 2019. The five year monthly average (2015-2019) of March HET rebates is 15.
- A total of five High Efficiency Clothes Washer (HECW) rebates were issued during the fourth quarter of 2019. This compares to 10 HECW rebates issued for the fourth quarter of 2018. A total of 26 HECW rebates were issued in 2019.
- 18 service calls were completed. There were two reports of water waste received through CHWD's Water Efficiency web page. Staff began reaching out to customers via telephone for water waste violations and leak notifications.
- Four WaterSmart classes have been scheduled for 2020. The class dates are Saturday, April 18 (postponed), Saturday, June 6, Saturday July 18 and Saturday, September 19. All classes are being held at the Citrus Heights Community Center. The April 18 class has been postponed and will be rescheduled for a later date.
- Due to school closures because of COVID-19 concerns, the 2019/2020 Water Efficiency poster contest will continue in a modified format. The winners will be announced in May. Students will receive their framed posters, t-shirt and a check when the school closures are lifted. All students who turned in a poster will also receive their t-shirts.
- CHWD has secured three garden plots at the Sylvan Ranch Community Garden (SRCG). The plots will feature water efficient landscaping. The project will be completed in two phases. Phase I will include a gardening area at the corner of Sylvan Rd. and Stock Ranch Rd. Phase II will be an education area for activities, such as workshops and presentations. The landscape design consultant has submitted draft plans for Phase I of the project. The draft plans are being reviewed by staff and the SRCG Board for final revisions and comments. The final design will be presented to the CHWD Board in the second or third quarter of 2020.
- The third in a series of 11 group safety presentations for 2020 was presented on Thursday, March 12.

The topic was “Ergonomics”. The presenters included Neil Tamagni, Senior Construction Inspector, Chris Nichols, Water Resources Specialist and James Buford, Distribution Lead Worker. The April 12 presentation has been deferred. Staff that were scheduled to present include Rebecca Scott, Senior Management Analyst, Nick Spiers, Assistant Water Distribution Supervisor and Paul Dietrich, Project Manager.

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

<b>Month</b>	<b>R-GPCD 2019</b>	<b>R-GPCD 2020</b>	<b>% CHANGE</b>
January	76	76	0%
February	72	92	+21.7
March	75	95	+26.6

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH MASON-SMITH SUCCESS STRATEGIES  
 STATUS : Action Item  
 REPORT DATE : April 2, 2020  
 PREPARED BY : Madeline A. Henry, Administrative Services Manager/Chief Board Clerk  
 Susan K. Talwar, Director of Finance & Administrative Services

### **OBJECTIVE:**

Consider approval of an agreement with Mason-Smith Success Strategies for support services.

### **BACKGROUND AND ANALYSIS:**

In 2017, the District contracted with Mason-Smith Success Strategies to facilitate the District's strategic planning process. Mason-Smith Success Strategies has worked with the District staff, Board of Directors and Customer Advisory Committee (CAC) to successfully facilitate three strategic planning sessions.

Laura Mason-Smith of Mason-Smith Success Strategies has also served as the lead facilitator, as a subcontractor to Harris & Associates, for the District's CAC Project 2030 and Water Meter Replacement Studies.

As CHWD maintains a small staff, utilizing contract resources such as Mason-Smith Success Strategies is essential to keep ongoing operating expenses down, while assuring that resources and expertise are available to complete projects in a timely and effective manner.

Staff plan to use Mason-Smith Success Strategies expertise in future strategic planning sessions and in future community engagement efforts. Facilitation services are a critical tool to ensuring quality input from groups of customers, staff, the Board, and other stakeholders. As the District continues to grow the Customer Education/Engagement Program these services will be used on an as-needed basis to help shape messages, programs and projects.

Staff recommends authorizing the General Manager to execute an evergreen, task-order agreement with Mason-Smith Success Strategies for assistance with strategic planning, facilitation and organizational development.

District staff will prepare task releases that will be approved by the General Manager or designee in accordance with District purchasing limits. The agreement allows for two billable methods. Task Orders can be based on as a time-and-materials/hourly billable agreement (i.e., CHWD only pays for work that is requested by CHWD and performed by Mason-Smith Success) or a project basis/not-to-exceed amount. The term of the updated agreement is on-going, but includes a ten (10) day termination provision by the District and a thirty (30) day termination provision by Mason-Smith Success without cause. Funding for tasks that will occur in 2020 is included in the 2020 Budget.

Laura Mason-Smith will be available at the April 15, 2020 Board Meeting to answer any questions.

**RECOMMENDATION:**

Approve a task order agreement with Mason-Smith Success Strategies, and authorize the General Manager to execute the agreement.

**ATTACHMENT:**

Task Order Agreement with Mason-Smith Success Strategies

**ACTION:**

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

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**CITRUS HEIGHTS WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of April , 2020 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California (“District”), and Mason-Smith Success Strategies , a Sole Proprietorship, with its principal place of business at 2016 French Camp Circle, Suite B, Gold River, CA 95670-7771(hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the professional services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the facilitation and strategic planning services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 15, 2020 until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

### 3.2.4 RESERVED.

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

3.2.6 Consultant's Representative. Consultant hereby designates Charles Hester, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means,



methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees,

agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A,” attached hereto and incorporated herein by reference. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit “B” or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

##### 3.5.1.1 Grounds for Termination.

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

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

3.5.1.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Citrus Heights Water District  
P.O. Box 286  
Citrus Heights, CA 95611  
Attn: Hilary Straus, General Manager

**Consultant**

Mason-Smith Success Strategies  
2016 French Camp Circle,  
Suite B  
Gold River, CA 95670-7771

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

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

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees,



hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT  
AND GODBE RESEARCH**

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

CITRUS HEIGHTS WATER DISTRICT    Mason-Smith Success Strategies

By: \_\_\_\_\_  
Hilary M. Straus  
General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

EXHIBIT A  
Scope of Services

## SERVICES SUMMARY

Organizations need to plan for the future, make good decisions, and work together well to achieve success. Through insightful facilitation and coaching, Mason-Smith SUCCESS STRATEGIES helps clients do just that! Whether boards of directors, executives, work teams, or large groups of diverse stakeholders, clients are engaged and supported in achieving high-value results. Hundreds of large and small businesses, public agencies, professional associations, and community organizations count on us to help them turn their vision into reality.

- Create a clear, shared vision of your organization's purpose and direction – *vision, mission, values, goals, and strategies* -- and encourage commitment and the achievement of innovative results... through ***Strategic Planning and Implementation***
- Achieve greater productivity, stronger working relationships, creative energy, and teamwork... through ***Building and Sustaining High-Performing Teams***
- Orchestrate a successful organizational change effort, restructuring, new organizational direction, or merger/ acquisition... through ***Managing Organizational Change and Restructuring***
- Foster constructive collaboration and productive results from daily interactions, strategy sessions, and/or public processes ... through ***Fostering Collaboration and Multi-Stakeholder Partnering Processes***
- Enhance individual leadership skills, identify options and strategies to capitalize on opportunities and address challenges, and build capabilities needed for leadership effectiveness and personal growth ...through ***Executive Coaching and Leadership Development***

EXHIBIT B

Sample Task Order Form

Task Order

Task Order No. \_\_\_\_\_ (YEAR - ##)

Contract: Agreement for Support Services with Citrus Heights Water District

Consultant:

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

**List any attachments:** (Please provide if any.)

**Compensation Form:** [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00 (If NTE)

Completion Date: \_\_\_\_\_, 20\_\_

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

By:\_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT C

### Schedule of Charges/Payments

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

The current fee schedule is listed below. Fees are subject to change each year.

Laura Mason-Smith	\$300 per Hour
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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A TASK ORDER  
AGREEMENT GODBE RESEARCH

STATUS : Action Item

REPORT DATE : April 2, 2020

PREPARED BY : Madeline A. Henry, Administrative Services Manager/Chief Board Clerk  
Susan K. Talwar, Director of Finance & Administrative Services

### **OBJECTIVE:**

Consider approval of an agreement with Godbe Research for on call public opinion research services.

### **BACKGROUND AND ANALYSIS:**

In 2019, the District utilized with Godbe Research's services, as a subcontractor to Harris & Associates, to conduct market research for the District's CAC Project 2030 Water Main Replacement Study. Staff is recommending the Board approve an evergreen, task-order agreement with Godbe Research for on-call public opinion research services.

Godbe Research is a recognized leader in public opinion research, voter/property owner polling, and market research studies for California cities and counties, school and community college districts, water and wastewater agencies, transportation planning agencies and transit providers, special districts, and other public sector agencies. The firm, founded in 1990, is a full-service public opinion research agency that has conducted over 2,500 public opinion, voter/property owner polling, and market research projects.

Godbe Research offers expertise in all accepted quantitative (telephone, Internet, mail and Intercept) and qualitative (focus groups, one-on-one interviews, triads) research methodologies, as well as hybrid studies (studies incorporating more than one research methodology) and research consulting. Godbe Research does not provide political consulting marketing/advertising, public relations, education and outreach, financial advisory, legal, engineering/planning, or other non-research related services that could be a conflict of interest with the research studies processes.

As CHWD maintains a small staff, utilizing contract resources such as Godbe Research is essential to keep ongoing operating expenses down, while assuring that resources and expertise are available to complete projects in a timely and effective manner.

Staff plan to use Godbe Research's expertise to provide statistically significant data and research on an as-needed basis to help shape messages, programs, projects and tasks associated with CHWD's emerging Customer Education/Engagement Program.

District staff will prepare task releases that will be approved by the General Manager or designee in accordance with District purchasing limits. The agreement allows for two billable methods. Task Orders can be based on a time-and-materials/hourly billable agreement (i.e., CHWD only pays for work that is requested by CHWD and performed by Godbe Research) or a project basis/not-to-exceed amount. The term of the updated agreement is on-going, but includes a ten (10) day termination provision by the District and a thirty (30) day



termination provision by Godbe Research without cause. Funding for tasks that will occur in 2020 is included in the 2020 Budget.

Charles Hester, Vice President of Godbe Research will be available at the April 15, 2020 Board Meeting to answer any questions.

**RECOMMENDATION:**

Approve a task order agreement with Godbe Research, and authorize the General Manager to execute the agreement for on call public opinion research services

**ATTACHMENT:**

Task Order Agreement with Godbe Research

**ACTION:**

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

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**CITRUS HEIGHTS WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of April , 2020 by and between the Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California (“District”), and Godbe Research, a corporation with its principal place of business at 1220 Howard Avenue, Suite 250, Burlingame, CA 94010. (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the professional services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an on-call basis, as necessary to fully and adequately supply the market research services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 15, 2020 until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 RESERVED.

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

3.2.6 Consultant's Representative. Consultant hereby designates Charles Hester and Bryan Godbe, to act as its representatives for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall

be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees,

agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) Professional Liability (Errors and Omissions). This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “A,” attached hereto and incorporated herein by reference. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit “B” or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.



If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

##### 3.5.1.1 Grounds for Termination.

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

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

3.5.1.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Citrus Heights Water District  
P.O. Box 286  
Citrus Heights, CA 95611  
Attn: Hilary Straus, General Manager

**Consultant**

Godbe Research  
1220 Howard Avenue, Suite 250,  
Burlingame, CA 94010

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

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

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITRUS HEIGHTS WATER DISTRICT  
AND GODBE RESEARCH**

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

CITRUS HEIGHTS WATER DISTRICT      Godbe Research

By: \_\_\_\_\_  
Hilary M. Straus  
General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Federal ID No. 94-3383272

EXHIBIT A  
Scope of Services



GODBE RESEARCH  
Gain Insight

CITRUS  
HEIGHTS  
WATER  
DISTRICT



## **QUALIFICATIONS TO PROVIDE ON- CALL PUBLIC OPINION RESEARCH SERVICES**

Presented to the Citrus Heights Water District

March 3, 2020

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## **BACKGROUND AND EXPERIENCE**

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### Godbe Research Background

#### **Legal Name & Address of Company**

Godbe Corporation -- dba: Godbe Research

#### **Corporate and Project Office:**

1220 Howard Avenue  
Suite 250  
Burlingame, CA 94010  
p. 650-288-3020  
f. 866-388-8510  
w. [www.godberesearch.com](http://www.godberesearch.com)

#### **Year Founded**

Godbe Research was founded in January of 1990 and has been in business continually for more than 27 years.

#### **Corporate Structure**

Godbe Research is not a subsidiary of a larger 'parent company' and the firm has two principals who are the only shareholders.

#### **Corporate and Project Office:**

Godbe Research maintains three offices, including our corporate office in Burlingame, CA as well as project offices in Reno, NV and Bellevue, WA. All public opinion research projects conducted for the Citrus Heights Water District (CHWD or District) will be performed from our regionally available Burlingame office from which Bryan Godbe (President) and Charles Hester (Vice President), our potential project managers, are based.

#### **Number of Employees**

Godbe Research has a total of six (6) full time employees. Four employees work from our Burlingame corporate office and one employee each work from our Reno, NV and Bellevue, WA project offices.

#### **Firm Standing**

Godbe Research is a California Corporation and is in good standing with the California Secretary of State. Godbe Research has never filed for bankruptcy during the life of the firm and has never been a defendant in any type litigation, arbitration, or settlement, past or current.

#### **Services Provided**

Godbe Research is a full-service public opinion research, voter/property owner polling, and market research agency. We offer extensive expertise in all accepted quantitative (telephone, Internet, mail and Intercept) and qualitative (focus groups, one-on-one interviews, triads) research methodologies, as well as hybrid studies (studies incorporating more than one research methodology) and research consulting.

Godbe Research does not provide political consulting marketing/advertising, public relations, education and outreach, financial advisory, legal, engineering/planning, or other non-research related services that could be a conflict of interest with our research studies processes by having future dollars tied to the results and recommendations from our public opinion, voter/property owner polling, and market research studies.

### **Conflict of Interest Statement**

Godbe Research does not have any current or foreseen clients or projects that could present a conflict of interest in providing the CHWD with reliable and unbiased research services for any potential study.

### **Additional Information**

Formed in 1990, Godbe Research is a California Office of Small Business and DVBE Certification and Santa Clara Valley Transportation Authority (VTA) certified Small Business Enterprise (SBE) and is an equal opportunity employer.

## Godbe Research Experience

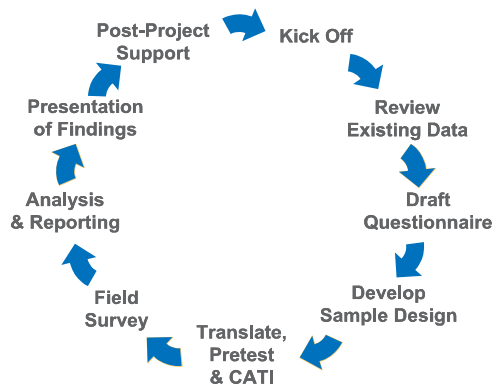
Godbe Research, a State of California certified small business enterprise (SBE), was founded in January of 1990. The firm is a full-service public opinion research agency that offers its clients extensive experience in research studies to address community satisfaction and priorities, ballot and revenue measure feasibility, property owner assessments, community needs assessments, public education and outreach strategies, strategic and general planning efforts, customer and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (Corporate), Reno, NV (Southwest), and Bellevue, WA (Northwest), house a staff of highly trained and experienced researchers, and a commitment to providing superior quality research and client services.

The firm has been employed by public and private sector clients throughout California and the western United States, and has extensive experience in all accepted quantitative (telephone surveys, mail surveys, Internet surveys & intercept surveys) and qualitative (focus groups, in-depth interviews & triads) research methodologies as well as hybrid studies involving more than one methodology, the analysis of secondary research, and research consulting. The combined expertise of the Godbe Research team spans more than 50 years in the field of public opinion research. The Godbe Research Team consists of the firm's President (Bryan Godbe), Vice President (Charles Hester), and a staff of Senior Research Managers, Senior Statistical Analysts, and Research Analysts. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research for local government agencies.

Over the 30-year life of the firm, Godbe Research has conducted more than 2,500 public opinion research projects to evaluate topics such as community satisfaction and priorities, market segmentation and sizing, revenue and ballot measure feasibility, service and infrastructure priorities, customer and ratepayer satisfaction, property owner assessment feasibility, other customized studies based on specific client needs. Our specific experience with water, stormwater/wastewater, clean energy, recycling/solid waste, air quality, and other providers of environmental quality services includes research projects for clients such as the Sacramento Regional County Sanitation District/Regional San, San Francisco Public Utilities Commission/SFPUC, Silicon Valley Clean Energy/SVCE, City of Davis Solid Waste Department, RecycleWorks San Mateo County, Los Angeles County Department of Public Works (water and wastewater related), Fairfield Suisun Sewer District, City of Modesto Water Quality Control, County of Marin Public Works, Los Transco Water District, Bay Area Stormwater Management Agencies Association, Oceano Community Services District, Santa Clara County Department of Integrated Waste Management, Town of Moraga (stormwater infrastructure replacement), Lake Arrowhead Community Services District, City of San Bruno (stormwater infrastructure replacement), Bay Area Air Quality Management District, South Bayside Waste Management Authority, City of Thousand Oaks (used oil/water quality related), Imperial Irrigation District, and others.

As an organization, Godbe Research is a small business and we manage our commitments wisely. This means managing our project load so that our President or Vice President can be directly involved in each project we conduct at the project manager level. Similarly, we do not take on so many projects that we need to change team members or remove team members from current projects. Thus, Godbe Research is committed to allocating the team members outlined in this statement of qualifications (SOQ) for the duration of any research study for the Citrus Heights Water District, including having either Bryan Godbe (President) or Charles Hester (Vice President) act as the project manager and day-to-day contact from Godbe Research for the duration of any research study.

Below is a diagram of the general research process we undertake as part of our typical voter/property owner polling, market research, and other quantitative public opinion research studies. While each of our studies is customized based on each client's specific and individual needs, we follow this process for each study, with a similar process for our qualitative research projects. We work with our clients throughout the research process, and beyond, as we understand that our research often feeds into other activities such as community engagement, marketing and advertising, customer satisfaction and loyalty, engineering and planning, and other activities that can often take additional months or years to complete, once a given research project has been completed.



## PROJECT MANAGERS

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Reliable public opinion research, voter and property owner polling, and market research results depend on having a firm that understands the complexities and nuances of quantitative and qualitative research design, including sampling and recruitment theory, questionnaire and discussion guide design, and qualitative and quantitative data analysis. Accordingly, the team at Godbe Research is comprised of recognized experts in quantitative and qualitative research design and implementation, and for any research study for the CHWD, we will assign one of our most experienced project managers, Bryan Godbe (President) or Charles Hester (Vice President).

Bryan and Charles have designed and conducted more than 250 survey research projects in the past three years alone for California cities, counties, school districts, special districts, and other public-sector agencies, including each of the Godbe Research clients listed throughout this SOQ. Bryan or Charles will execute all stages of any research project, including sampling or recruitment design, questionnaire or guide development, overall project management, data analysis and reporting, and project presentations. They would be the day-to-day contact for the CHWD for any research study. Resumes for Bryan and Charles have been provided below and they will be assisted by additional Godbe Research team members, as needed.

### **Bryan Godbe, M.A.** **President and Principal Researcher**

Co-founder of Godbe Research, Mr. Godbe has over 30 years of experience in public opinion research, public relations and government affairs. In this capacity, he has conducted public opinion and market research projects at the national, state, and local levels including projects for the Cities of San Francisco, San Diego, Los Angeles, Sacramento, and San Jose (California) as well as Portland (Oregon), Seattle (Washington), and Henderson (Nevada).

Mr. Godbe received a Silver Anvil Award from the Public Relations Society of America for the development and implementation of an outstanding government affairs program on behalf of the Contra Costa Water District. This program was based on Mr. Godbe's extensive research including baseline research, focus groups and three tracking surveys. In addition, Bryan is currently working with or has recently worked with the Los Trancos Water District, Sacramento County Sheriff's Department, City of Rancho Cordova, Los Angeles County Department of Public Works, City of Modesto Water Quality Control, County of Marin Public Works, and others on market research or other public opinion research studies projects.

Prior to founding the firm, Mr. Godbe was Vice President of Research at a California based public relations firm. Mr. Godbe also previously served as the Senior Research Consultant at the Center for the Study of Los Angeles, at Loyola-Marymount University. He has a Master's Degree from the University of Michigan where he studied survey research methodology at the Institute for Social Research, and a B.A. degree from the University of California, Berkeley.

### **Charles Hester** **Vice President**

As the firm's Vice President, Mr. Hester has almost 25 years of experience in public opinion and market research, specifically in the areas of project management, project support, data analysis and interpretation, partner relations, business development, and client management. During his 20 years at Godbe Research, Mr. Hester has been a manager, director, and most recently vice president, and has been instrumental in the success of the firm's primary office locations in California, Nevada, and Washington

State. He has also been responsible for the strategy and scoping of each of the quantitative and qualitative research studies conducted by Godbe Research for the past 15 years and has managed many of firm's high-profile research studies.

Charles recently managed a major market research study related to water and sewer services for the San Francisco Public Utilities Commission which included topics on water and sewer line replacement among San Francisco residential and commercial property owners. He also managed the 2013 West Hollywood community survey for Godbe Research as part of a project team for the larger 2013 West Hollywood Community Study. The larger Community Study won Co-Project of the Year at the 2013 International Association of Public Participation (IAP2) conference in Salt Lake City, UT. In addition, Charles has recently managed other quantitative and qualitative market research studies for clients such as the Sacramento Regional County Sanitation District, Silicon Valley Clean Energy, Town of Moraga stormwater replacement project, San Joaquin Council of Governments, City of Davis, and others.

Prior to joining Godbe Research, Mr. Hester held positions at other similar firms and he also previously started and sold a small business in Long Beach, California. Charles received his Bachelor of Science degree in Economics from the University of California at Riverside with a minor in Environmental Sciences.

## **SAMPLE PROJECT WORK PLAN**

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Godbe Research is a recognized leader in public opinion research, voter/property owner polling, and market research studies for California cities and counties, school and community college districts, water and wastewater agencies, transportation planning agencies and transit providers, special districts, and other public sector agencies. Given our experience, we understand that any project's ultimate success depends on recognizing the individual and unique research needs of our clients and then developing a customized project plan to address those specific needs.

### Research Objectives

Before beginning any quantitative or qualitative research project, Godbe Research spends a significant amount of time reviewing each client's specific research objectives to choose the most appropriate research design and specific methodology. This all begins with a pre-kick off meeting discussion with each client, whereby we then submit a formal research proposal, including costs, for review and consideration. Once that process has been completed, we initiate a project kick-off meeting to provide a formal discussion of the specific research objectives between Godbe Research and the CHWD.

### Sample Quantitative Scope of Work – Hybrid Internet and Telephone Community Survey

Below, Godbe Research has crafted a sample scope of work for the CHWD for a survey of the community served by the District to illustrate the types of considerations that go into each of our quantitative research studies. While each of our projects is customized to the needs of a given client, there is a specific and proven process to conducting market research community needs and satisfaction as well as awareness of public-sector agencies serving a given community. Accordingly, we envision the following specific services for the community survey as a hybrid Internet and telephone survey:

- Conducting an in-person kick-off meeting with the CHWD, as well as participating in additional meetings, conference calls, and correspondence to discuss the research objectives and other aspects of the community survey in detail.
- Reviewing property owner, registered voter, and residential demographic data in the Citrus Heights Water District, any related previous opinion research data, and other information that will help to inform and support this current community survey process.
- Designing and refining a survey instrument of approximately 15 to 20-minutes in length so that it addresses the specific research objectives of the Citrus Heights Water District for this specific community survey study.
  - ❖ The survey development is completed through an iterative process between Godbe Research and the CHWD with multiple points for input, review, and approval prior to finalizing the survey.
  - ❖ The survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical.
- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our team of IT and programming experts.

- CATI programming the survey version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol.
  - ❖ For our telephone interviewing projects, Godbe Research uses only live interviewers who have been trained on the survey questionnaire and who are located in the western United States.
- Pre-testing the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Development of a recruitment email for the Internet version of the community survey and working with the CHWD so that Godbe Research can send recruitment emails to District residents with known email addresses in the voter file, property ownership database, or that can be match through third-party list sources.
  - ❖ The recruitment email will have the [@chwd.org](mailto:@chwd.org) email domain for familiarity and should be signed by the CHWD General Manager or Project Manager to convey the importance of the survey to District residents who are in our sampling frame.
  - ❖ In addition, we can also match any internal contact lists the CHWD may have compiled for its customer service, billing, or other needs and to match that list to the voter and property owner files, so that we can enhance the number of email addresses, cell phones, and/or landlines we have for District residents.
- Development of a stratified and clustered listed sample of residents who live in the Citrus Heights Water District appropriate to the research objectives of the community survey study.
  - ❖ As the best starting point for our sample given that it contains self-reported contact information for known District residents as a whole and by Trustee area, we have identified that there are a total of 36,131 voters in the entirety of the CHWD. For all voters, we have roughly 10,666 email addresses or approximately 30% coverage. We also have cell phones for roughly 11,315 voters or 31% coverage. Finally, we have landline telephone numbers for approximately 11,064 District voters or roughly 31% coverage.
  - ❖ As previously stated, we can also match any District-provided resident list to the voter file to increase the amount of contact information we have for District voters or to include residents of the District who are not registered to vote. Similar to the voter file, any identifying information for District-provided lists will be redacted prior to our analysis and reporting to preserve respondent anonymity and confidentiality in the survey process.
- Optionally translating the telephone version of the survey instrument into Spanish and conducting interviews in English and Spanish, based on respondent preference.

- Conducting approximate 15 to 20-minute Internet and telephone interviews with 400 (n=400) to 600 (n=600) total Citrus Heights Water District residents/voters according to a strict interviewing protocol and our CHWD approved sampling design.
  - ❖ A sample size of 400 to 600 completed interviews will provide for a margin of error of no greater than +/-4% (600 interviews) to +/-5% (400 interviews) at the 95% confidence level, when looking at all residents, voters, customers, or property owners in the District.
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed to reflect the resident population of the District.
- Developing a topline report of aggregate findings for the CHWD. We will also meet with the District to review the topline/aggregate survey results.
  - ❖ This will help our more detailed analysis and reporting to be of maximum value to the CHWD based on the project research objectives for the community survey.
- Analyzing the survey results and preparing a report of findings, conclusions, and recommendations for the CHWD draft and final formats. Our reports typically contain an executive summary, discussion of the project research objectives, methodology discussion, key findings and conclusions (including appropriate graphics), the topline report, final survey questionnaire, and a complete set of crosstabulations.
- Presenting the results and recommendations from the community to the CHWD. The presentation will be based on the project report and the length and content of the presentation will be based on District and Godbe Research discussions.
- Post-survey consulting on the results and recommendations from the community survey throughout the range of potential follow-up activities as need by the Citrus Heights Water District.

### Sample Qualitative Scope of Work – Focus Groups of District Residents

Below, Godbe Research has crafted a sample scope of work for the CHWD for a series of two to four focus groups of District residents to illustrate the types of considerations that go into each of our qualitative research studies. Similar to our quantitative studies, each of our projects is customized to the needs of a given client. Accordingly, we envision the following specific services for the focus groups of District residents:

- Conducting an in-person kick-off meeting for the focus group study with the CHWD as well as participating in additional meetings, conference calls, and correspondence throughout the focus group process.
- Reviewing background materials, demographic and voter data for District, any previously conducted and related research, as well as other information that will aid in the development of recruitment strategy and discussion guide for the focus group process.
- Developing a listed sample of CHWD residents for recruitment of participants for the focus group process. Based on the number of groups, we would recommend segmenting groups so that they are as homogenous as possible.



- Recruiting/scheduling of two to four total focus groups of 12 to 14 participants each so that we can ideally seat 8 to 10 residents for each individual focus group. Focus groups will be conducted two per evening over one evening (two focus groups) or two evenings (four focus groups) at a local venue provided by the District or at a local hotel conference room within or nearby the District.
  - ❖ We can also investigate conducting groups at a professional focus group facility; however, the closest focus group facility locations are in Sacramento and Roseville.
- Development of a discussion guide for the focus groups through an iterative process with the Citrus Heights Water District, which could include exercises and/or visuals for participants based on project needs and research objectives.
  - ❖ Similar to our quantitative research studies, the guide (and any exercises) will have multiple points for input, review, and approval prior to considering them reach for the focus groups.
- Conducting/moderating two to four total focus groups over one to two evenings (two groups per evening, 12 to 14 recruited for 8 to 10 to attend per group, groups at 6:00 and 8:00 pm), where groups are taped for later review, respondents are provided with basic snacks (if allowed at the venue), and each respondent that attends the groups is given an appropriate incentive for their time (typically \$100 to \$200 each depending on the nature of the groups and target audience).
- Reviewing the focus group data (e.g. tapes, notes, exercise, etc.) and development of a summary report of findings to submit to the CHWD. The report will be in PowerPoint format and will be approximately 10 to 20-pages/slides in length depending on the specific topics covered during the groups.
- Presenting the findings from the focus groups to the CHWD. The length and content of the presentations will be developed between the District and Godbe Research.
- Post-survey consulting on the results and recommendations from the focus groups throughout the range of potential follow-up activities as need by the Citrus Heights Water District.

## **PROJECT SCHEDULE DISCUSSION**

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### Project Meetings

Based on our typical project approach and the type of research study to be conducted, Godbe Research expects numerous in-person and conference call meetings during any research process. This will likely include an in-person meeting to kick off the project, a conference call or in-person meeting (or both) to review the draft quantitative questionnaire or qualitative discussion guide, a conference call or in-person meeting to review the topline report (quantitative study), a conference call to discuss the draft report, and an in-person presentation of findings to the District. We are also open to additional meetings, as needed, by the CHWD as part of the research process.

### Project Timeline Discussion

Because of our experience in conducting research studies for a wide variety of local government agency clients, Godbe Research generally prefers to conduct a quantitative hybrid Internet and telephone survey process over about an eight-week timeline. A mail survey process taking ten to twelve weeks to account for printing and assembly of survey packets as well as enough time in the field to complete the survey. For qualitative such as focus groups or executive interviews, these typically take four to six weeks to complete from start to finish.

For any research study for the District, we will provide a general timeline in number of days in our customized proposal. A formal timeline will also be provided to the District a few days after the project kick-off meeting for any research study, after we've discussed specific timing and scheduling needs as well as meeting dates in detail.

## SAMPLE PROJECT COST OPTIONS

Godbe Research takes great pride in delivering reliable and practical research projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because the primary determinants of any quantitative research project are typically sample size/number of interviews or surveys and the survey length in number of minutes or pages, which are most accurately presented using a fixed-fee format, rather than arbitrary hours that can be off by 50% or more based on the potential needs of our clients. The same is true for qualitative research studies, which are most accurately priced by the number of focus groups or qualitative interviews.

Regardless, the prices we will provide in advance for any research study we conduct for the CHWD will reflect the all-inclusive fees for Godbe Research to complete each specific research project -- the overall costs will not exceed those given to the District, provided that the parameters of any project (e.g. sample size, survey length, number of focus groups/interviews, methodology, languages in which the project is conducted, etc.) conform to those outlined in each specific proposal. Should project parameters or CHWD needs change, we will be happy to provide amended costs prior to proceeding with any study.

### Sample Quantitative Costs – Hybrid Internet and Telephone Community Survey

Below, Godbe Research has provided costs to conduct a 15, 18 or 20-minute hybrid (Internet and telephone) survey comprised of either 400 (n=400) or 600 (n=600) CHWD adult residents/registered voters. In addition, we have provided optional costs to include translate the telephone version of the survey into Spanish and to provide Spanish-language telephone interviewing, based on respondent preference. As previously stated, a sample size of 400 to 600 completed interviews will provide for a margin of error of no greater than +/-4% (600 interviews) to +/-5% (400 interviews) at the 95% confidence level, when looking at all residents in the District.

#### Option One: Hybrid Survey of 400 (n=400) District Residents/Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$800.00	\$800.00	\$800.00
Email Sample Purchase	\$600.00	\$600.00	\$600.00
Third-Party Email and Cell Match	\$600.00	\$600.00	\$600.00
Internet Version Programming/Testing	\$4,500.00	\$4,750.00	\$5,000.00
CATI Programming of Telephone Version	\$1,125.00	\$1,350.00	\$1,500.00
Internet Version Recruitment/Hosting	\$1,000.00	\$1,000.00	\$1,000.00
Telephone Interviewing	\$6,800.00	\$8,000.00	\$9,200.00
Data Processing	\$800.00	\$800.00	\$800.00
Research Fee	\$7,500.00	\$7,500.00	\$7,500.00
Project Management	\$2,500.00	\$2,500.00	\$2,500.00
<u>Misc./Travel Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>	<u>\$250.00</u>
English Only Survey Total	\$26,475.00	\$28,150.00	\$29,750.00
Spanish Translation - Internet/Phone	\$600.00	\$750.00	\$900.00
<u>Spanish Interviewing Fee - Phone</u>	<u>\$500.00</u>	<u>\$700.00</u>	<u>\$900.00</u>
Cost to Include Spanish Interviewing	\$1,100.00	\$1,450.00	\$1,800.00

**Option Two: Hybrid Survey of 600 (n=600) District Residents/Voters**

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$1,000.00	\$1,000.00	\$1,000.00
Email Sample Purchase	\$800.00	\$800.00	\$800.00
Third-Party Email and Cell Match	\$600.00	\$600.00	\$600.00
Internet Version Programming/Testing	\$4,500.00	\$4,750.00	\$5,000.00
CATI Programming of Telephone Version	\$1,125.00	\$1,350.00	\$1,500.00
Internet Version Recruitment/Hosting	\$1,000.00	\$1,000.00	\$1,000.00
Telephone Interviewing	\$9,800.00	\$11,000.00	\$12,200.00
Data Processing	\$900.00	\$900.00	\$900.00
Research Fee	\$8,000.00	\$8,000.00	\$8,000.00
Project Management	\$2,750.00	\$2,750.00	\$2,750.00
<u>Misc./Travel Expenses</u>	<u>\$250.00</u>	<u>\$250.00</u>	<u>\$250.00</u>
English Only Survey Total	\$30,725.00	\$32,400.00	\$34,000.00
Spanish Translation - Internet/Phone	\$600.00	\$750.00	\$900.00
<u>Spanish Interviewing Fee - Phone</u>	<u>\$750.00</u>	<u>\$1,050.00</u>	<u>\$1,350.00</u>
Cost to Include Spanish Interviewing	\$1,350.00	\$1,800.00	\$2,250.00

**Sample Qualitative Costs – Focus Groups of District Residents**

Below, we have also provided costs to conduct a series of either two or four total focus groups with CHWD residents. As part of the process Godbe Research will recruit 12 to 14 respondents for each focus group with the goal of seating 8 to 10 respondents per group. Groups will be conducted a local area venue to be secured by the CHWD or a local hotel conference room (additional charge for hotel conference room). Each respondent that show for the groups will be incentivized in the amount of \$100 to \$200 dollars (based on research objectives and target audience) and groups will last approximately 1.5 hours each. Respondents will be provided with basic snacks (if the venue allows for this) and groups will be audio and video taped for later review and analysis by Godbe Research.

**District Resident/Voter Focus Groups**

<u>Focus Group Tasks</u>	<u>Cost Per Task</u>
Facility Rental (two focus groups)	CHWD
Recruitment and Scheduling (12 to 14 to get 8 to 10 per group or 24 to 28 to get 16 to 20 for two focus groups)	\$4,620.00
Incentive to Participate (\$150 x 28)	\$4,200.00
Audio/Video Taping (two focus group)	\$500.00
Participant Refreshments (two focus groups)	\$400.00
Research Fee	\$6,500.00
Project Management	\$2,500.00
<u>Misc./Travel Expenses</u>	<u>\$400.00</u>
Total for Two Focus Groups	\$19,120.00
Total for Four Focus Groups	\$34,500.00



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**[www.godberesearch.com](http://www.godberesearch.com)**

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59 Damonte Ranch Parkway  
Suite B-309  
Reno, NV 89521

Seattle Office/Northwest  
601 108<sup>th</sup> Avenue NE  
Suite 1900  
Bellevue, WA 98004

EXHIBIT B

Sample Task Order Form

Task Order

Task Order No. \_\_\_\_\_ (YEAR - ##)

Contract: Agreement for Support Services with Citrus Heights Water District

Consultant:

The Consultant is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

**List any attachments:** (Please provide if any.)

**Compensation Form:** [INSERT HOURLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]

Reimbursements: [INSERT WHETHER MILEAGE AND OTHER REIMBURSEMENTS WILL BE PROVIDED]

Dollar Amount of Task Order: Not to exceed \$\_\_\_\_\_,\_\_\_\_\_.00 (If NTE)

Completion Date: \_\_\_\_\_, 20\_\_

The undersigned consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

Citrus Heights Water District

Consultant

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT C

### Schedule of Charges/Payments

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

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE STAFF TO INITIATE PROCEEDINGS WITH SACRAMENTO LOCAL AGENCY FORMATION COMMISSION FOR THE ANNEXATION AND DETACHMENT OF VARIOUS PROPERTIES THROUGHOUT THE DISTRICT

STATUS : Action Item

REPORT DATE : March 31, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer  
Tamar Dawson, Assistant Engineer

**OBJECTIVE:**

Consider adoption of Resolution 02-2020 authorizing staff to initiate proceedings with Sacramento Local Agency Formation Commission for the annexation and detachment of various properties throughout the District.

**BACKGROUND AND ANALYSIS:**

At the July 17, 2019 Board meeting, the Board authorized a Professional Services Agreement with KASL Consulting Engineers, Inc. (Consultant) for the District-wide Annexation Project (Project).

The Project consists of the annexation of 156 discreet parcels or portions of parcels totaling a net of approximately 279 acres and the detachment of 10 discreet parcels or portions of parcels totaling a net of approximately 13 acres. These properties have been categorized into the following six groups for the purpose of this report:

Group A	Undeveloped Properties	18 Parcels	69.088 acres
Group B	Declined Annexation	2 Parcels	25.149 acres
Group C	Public Agency Properties	13 Parcels	137.202 acres
Group D	Miscellaneous Properties	108 Parcels	27.608 acres
Group E	Roadways	15 Parcels	19.612 acres
Group F	Detachments	10 Parcels	-12.801 acres

When the Citrus Heights Water District (District) was originally formed in 1920 as the Citrus Heights Irrigation District, the service territory was 4.7 square miles. As development occurred over the years, the size of the District’s service area expanded to its current 12.7+/- square miles. The majority of the parcels that were developed requested water service from the District and were annexed into the District at the time of development.

It is in the interest of the District to act as the Applicant to facilitate the Local Agency Formation Commission’s (LAFCo) approval for annexation of all of the un-annexed parcels into the District’s service territory. This is especially true for undeveloped parcels. As these parcels are developed, whether for commercial or residential purposes, the developer(s) would need to pay for and complete the initial LAFCo annexation approval process prior to the District’s action to provide water service to a parcel. This can be a time-consuming process which may hinder the schedule of any development project. Instead, the District recommends the District-wide Annexation Project to complete the initial phase for LAFCo’s “annexation” (GC Sec.56017) approval of including all un-annexed parcels within the District’s boundary.



The Consultant has completed a draft application for submission to LAFCo, which is included as Exhibit A as part of the Resolution 02-2020. Staff is recommending the Board adopt Resolution 02-2020 authorizing staff to initiate proceedings with Sacramento Local Agency Formation Commission for the annexation and detachment of the properties described above.

**RECOMMENDATION:**

Adopt Resolution 02-2020 Authorizing Staff to Initiate Proceedings with Sacramento Local Agency Formation Commission for the Annexation and Detachment of Various Properties Throughout the District.

**ATTACHMENT:**

Resolution 02-2020: Authorize Staff to Initiate Proceedings with Sacramento Local Agency Formation Commission for the Annexation and Detachment of Various Properties Throughout the District (Including Exhibit A: Sacramento LAFCo Application)

**ACTION:**

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

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RESOLUTION 02-2020

RESOLUTION OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT  
AUTHORIZE STAFF TO INITIATE PROCEEDINGS WITH SACRAMENTO LOCAL  
AGENCY FORMATION COMMISSION FOR THE ANNEXATION AND  
DETACHMENT OF VARIOUS PROPERTIES THROUGHOUT THE DISTRICT

WHEREAS, CITRUS HEIGHTS WATER DISTRICT desires to initiate proceedings pursuant to the Cortese-Knox Herzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the annexation and detachment of 166 properties within CITRUS HEIGHTS WATER DISTRICT's boundary, and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT completed a detailed study of properties located within the boundary of the District's service area as part of the District's District-wide Annexation Project and has identified 167 properties as not having been formally annexed to or detached from the District, and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT has categorized these properties into six categories: undeveloped, declined annexation, public agency, miscellaneous, roadways, and detachments, and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT, has notified affected property owners in writing of the District's intent to either formally annex or detach their property, and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT has determined that the annexation and detachment of these 167 properties will not result in any adverse environmental effects, including those related to unplanned growth of urban development, population growth, employment, housing stock, direct or indirect physical impacts on the environment or the construction of facilities to deliver potable water, and

WHEREAS, CITRUS HEIGHTS WATER DISTRICT, has prepared an application to SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, pursuant to Government Code section 56652, which describes the boundaries of the territories sought to be annexed and detached and are set forth in Exhibit A attached hereto and incorporated as part of this resolution, and

WHEREAS, the proposed annexations and detachments will be for the interest of land owners present and future inhabitants within the District and within the territories to be annexed to or detached from the CITRUS HEIGHTS WATER DISTRICT.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT that the properties identified in the attached application

form, shall be submitted to SACRAMENTO LOCAL AGENCY FORMATION COMMISSION for annexation or detachment. The SACRAMENTO LOCAL AGENCY FORMATION COMMISSION is hereby requested to take proceedings for the annexation and detachment of the territories described in Exhibit A according to the terms and conditions stated above and in the manner provided by the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000.

PASSED AND ADOPTED by the Board of Directors of CITRUS HEIGHTS WATER DISTRICT, this 15<sup>th</sup> day of April 2020, by the following vote, to wit:

AYES: Directors: Riehle, Sheehan, Wheaton  
NOES: Directors: None  
ABSENT: Directors: None

SEAL

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RAY RIEHLE, Vice President  
Board of Directors  
Citrus Heights Water District

ATTEST:

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HILARY M. STRAUS, Secretary  
Citrus Heights Water District

**CERTIFICATION:**

I, HILARY M. STRAUS, hereby certify and acknowledge that Resolution 02-2020 was adopted by the Board of Directors of Citrus Heights Water District at a duly called and noticed regular meeting of said Board on the 15<sup>th</sup> day of April 2020.

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HILARY M. STRAUS, Secretary  
Citrus Heights Water District

Exhibit A  
Sacramento Local Agency Formation Commission  
Application

Sacramento Local Agency Formation Commission (LAFCo)  
 1112 I Street, Suite #100, Sacramento, CA 95814  
 916.874.6458  
[www.saclafco.org](http://www.saclafco.org)

## APPLICATION FORM

### Change of Organization or Reorganization

#### 1. Project Information

##### A. Name of Project:

Citrus Heights Water District, District-Wide Annexation Project.

##### B. Address or Description of Location of Project:

As shown on attached Citrus Heights Water District (CHWD) Service Boundary Map, the District-Wide Annexation Project is located in the northeast portion of Sacramento County and in south Placer County. The Project limits include approximately two-thirds of the City of Citrus Heights, a small portion of the City of Roseville, portions of Fair Oaks, Orangevale and Carmichael in Sacramento County, and a portion of unincorporated Placer County. The CHWD Service Boundary includes ± 12.7 square miles. There are 157 parcels within the District Boundary not annexed into the District. The undeveloped parcels in Group A require annexation to connect to CHWD facilities and to receive service.

##### C. Major Streets and Highways around the project:

As shown on attached Citrus Heights Water District Service Boundary Map (Figure 1), major streets within the Project area include: Madison Ave, Greenback Ln, Old Auburn Rd, Antelope Rd, Twin Oaks Ave, Van Maren Ln, San Juan Ave / Sylvan Rd / Auburn Blvd, Sunrise Blvd, Fair Oaks Blvd, Kenneth Ave, Hazel Ave, Oak Ave.

##### D. Assessor Parcel Information (within the proposal territory):

Assessor Parcel Numbers (APN)	Area (in acres):
See Attached Table 1 (Total 157 parcels to be Annexed)	
Group A Parcels	69.088
Group B Parcels	25.149
Group C Parcels	137.202
Group D Parcels	27.608
Group E Parcels	16.178
Group F Parcels (Parcels to be Detached)	(-12.801)
<b>TOTAL AREA:</b>	275.225 Total
	262.424 (Net)

Affected Agencies (Cities or Districts)	Related Reorganizations: (annexation, detachment, dissolution, sphere of influence amendment)
1. Sacramento County	1.
2. Placer County	2.
3. City of Citrus Heights	3.
4. City of Roseville	4.
5. Sacramento Metropolitan Fire District	
6. Sacramento Area Sewer District	
7. Sunrise Recreation and Park District	
8. Sylvan Cemetery District	
9. San Juan Unified School District	
10. Sacramento Municipal Utility District	
11. Sacramento Reg. County San. District	
12. Orangevale Recreation and Park District	
13. California Dept. of Transportation	
14. California American Water Company	

**E. Proposal Initiated by (check one):**

Resolution (Indicate 02-2020 )

Landowner or Voter Petition

**2. Applicant Information:**

A. Chief Petitioners, if initiated by petition (maximum of three) or Landowner(s)

1. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

2. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: 95747  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

3. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

B. Applicant's Representative or Agent (**This person will be the primary contact for LAFCo staff**):

Name: Tamar Dawson, Assistant Engineer / Annexation Project Manager  
 Address: Citrus Heights Water District  
6230 Sylvan Road City: Citrus Heights ZIP: 95610  
 Phone Number: (916) 735-7732 Email: tdawson@chwd.org

## C. Authority to File (check one and attach authorization):

Ownership \_\_\_\_\_ Letter of Agency \_\_\_\_\_ Petition \_\_\_\_\_  
 Resolution 02-2020

**3. General Description of Project Territory****A. Proposal Area**

Give a detailed description of the proposal area and what it consists of (e.g. existing commercial corridors residential communities, public right-of-way, relevant structures, etc.)

Proposal area includes suburban residential development with commercial corridors developed along major streets. Proposal area is largely developed. A total of 18 Undeveloped Parcels (Group A Parcels listed on the attached spreadsheet, Table 1) are proposed for annexation and are currently not receiving water service from CHWD.

**B. Topography:**

Describe the topography, physical features (rivers, creeks, drainage basins, etc.) and natural boundaries of the subject territory.

Project area is generally flat with topography sloping to drain to various creeks that cross through the area. These include Cripple Creek, Linda Creek, Arcade Creek, San Juan Creek. CHWD provides no storm drainage or NPDES runoff control services.

**4. The Project****A. Explain in detail the reasons for this proposal and why it is necessary?**

The Citrus Heights Water District (District) has identified 157 properties within the boundary of the District Service area limits, totaling approximately 275 acres that have not been formally annexed to the District. These properties, as listed on the attached spreadsheet are categorized into the following groups.

Group A	Undeveloped Properties	18 Parcels	69.088 acres
Group B	Declined Annexation	2 Parcels	25.149 acres
Group C	Public Agency Properties	14 Parcels	137.202 acres
Group D	Miscellaneous Properties	108 Parcels	27.608 acres
Group E	Roadways	15 Parcels	16.178 acres
Group F	Detachments	10 Parcels	-12.801 acres

The purpose of this Project is to formally annex the parcels included in the above listed groups A, B, C, D and E into the Citrus Heights Water District and to detach from the District the ten parcels included in Group F. These parcels to be detached are either located within the Interstate 80 right-of-way and will not require water service (Parcel IDs 5 & 52) or are being served by California American Water Company (Parcel IDs 45 & 47) or by the City of Roseville (Parcel ID 54).

B. What are the alternate courses of action to the proposed change of organization, if any? (Include the names of other local agencies having the authority to provide the same or similar services as those requested).

The No Project Alternative is an alternative course of action. The properties are located within the Citrus Heights Water District service boundary. There are no other agencies having the authority to provide the same or similar service except for parcels within Group F not located within the I-80 boundary right-of-way or are now being served by either the California American Water Company or City of Roseville. These parcels are proposed to be detached from Citrus Heights Water District.

C. What will be the effect of the proposal on the adjacent areas, on mutual social and economic interests, and on the local governmental structure of the County:

The Project is expected to have no effect on adjacent areas on mutual, social and economic interest or on the local governmental structure of the Counties or Cities. CHWD is an independent special district.

D. If the service level(s) to be provided exceeds the existing service capacity, describe the service provider's ability to increase its capacity (i.e., new facilities, additional personnel, etc.):

The District has adequate water supply and distribution capacity to serve the Parcels within the District-Wide Annexation Project area, without adversely impacting current ratepayers or service levels.



E. List any assessment, fees or other charges to be levied as part of this proposal:

District inclusion fees and connection charges are to be assessed to parcels within Group A and Group B at the time property owners apply for connection to District facilities.

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F. List any terms or conditions requested for inclusion in LAFCo Resolution of approval as part of this proposal:

None

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**5. Population and Housing Information**

A. What is the current population of the subject territory?

Approximately 67,000 persons (Source: CHWD).

B. Number and type of dwelling units existing / proposed on-site:

There are approximately 19,900 service connections within the District Service Boundary. Annexation of parcels within each group of the District-Wide Annexation Project is presented in Item 4 of this Application.

C. What is the estimated population of the proposed areas at buildout?

At the projected increase in population of ¼% per year, the estimated 2050 population in the CHWD service area is 72,200.

D. What is the proximity of the subject territory to other populated areas?

See District Service Boundary Map (Figure 1). Adjacent populated areas include the City of Citrus Heights, the Sacramento County communities of Fair Oaks, Orangevale and Carmichael, the City of Roseville and an unincorporated portion of Placer County.

E. What is the projected/estimated growth in the area and in adjacent incorporated and unincorporated areas, within the next five years?

The CHWD projects growth rate within the District's service area limits at ¼% per year.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Land Use and Zoning**

If the proposal territory is not within a city, County General Plan and zoning information may be obtained by calling the County Planning Department (916) 874-6141) with the Assessor Parcel Number(s) of the subject property. If the territory is within a city, please call the appropriate city's planning department.

A. The Territory is within the Fair Oaks, Carmichael, Orangevale community plans, the South Placer Community Plan and the City of Roseville and the City of Citrus Heights General Plans.

1. The General Plan or community plan designation is:  
Typically, Mixed-Use-Suburban-Residential-Commercial-Office.

B. Current zoning is:  
See Table 1, Spreadsheet attached.

C. Current city prezoning is:  
N/A

D. Describe the predominate uses of adjacent land (vacant, residential, commercial, agricultural, etc.)

North: residential, limited commercial      South: residential, limited commercial

East: residential, limited commercial      West: residential, limited commercial

E. Indicate if any portion of the territory contains the following:

Agricultural land uses N/A      Is project within Agricultural Preserve?

\_\_\_\_\_ Open Space Easement      \_\_\_\_\_ Habitat Conservation Plan Area

X \_\_\_\_\_ Designated Infill Area\*      \_\_\_\_\_ Wetlands

\_\_\_\_\_ Unusual features such as: \_\_\_\_\_

\*Parcels are located within the Citrus Heights and Roseville General Plans or Sacramento County or Placer County General Plan areas.

If **YES** for **agriculture or open-space**, what is the effect of this proposal on these lands?

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\_\_\_\_\_

\_\_\_\_\_

F. Indicate below **all** permits or approvals that will be needed or have already been granted by the County or any city to complete the project. If already granted, please note the date of approval and attach a copy of each resolution of approval. If approval is pending, please note the anticipated approval date:

Type of Approval of Permit	File Number	Approval Date	Is Resolution Attached?
Tentative Subdivision Map	N/A		Y/N
Tentative Parcel Map	N/A		Y/N
Conditional Use Permit	N/A		Y/N
City/County General Plan Amendment	N/A		Y/N
City Rezoning	N/A		Y/N
County Rezone	N/A		Y/N
Development Agreement	N/A		Y/N
Other:	N/A		Y/N

G. What is/are the proposed planned land use(s) of the subject area? Is there any change in land use and zoning being proposed as part of this proposal (including, if applicable, pre-zoning by an affected city)? Please be specific.

CHWD as an independent special water district has no land use authority. Proposed planned land uses are residential and commercial consistent with current zoning. See Table 1, attached. No land use changes are proposed as part of this Project. Property owners of Undeveloped Parcels (Group A parcels) may amend current zoning of their property through their appropriate City or County when application for CHWD service connection is submitted.

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H. Is the proposal consistent with city or county general plans, specific plans, and other adopted land use policies? If not, please state why.

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I. What effect, if any, would denial of the proposed change of organization have on the related development?

Extension of water service to the Undeveloped Parcels (Group A Parcels) would be delayed. Additional fees and higher water use rates would be applied at such time as property owners apply for annexation.

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J. Is the proposal area within the sphere of influence of the annexing agency or any other agency?

Yes.

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7. Municipal Services

A. What services and/or costs to residents or landowners in the proposal area would be increased, reduced, or eliminated as a result of this proposal?

Property owners within Group A and Group B will be assessed inclusion fees and applicable connection charges when District service connection is requested. There would be no impact to other residents or propriety owners within the District Service Boundary Limits.

B. Describe the adequacy and availability of water supply to the proposal area. Include information on the source of service and when it will be available.

Surface water is the primary source of water for the Citrus Heights Water District. Surface water comprises approximately 92% of the water supply delivered annually by the District. San Juan Water District (SJWD) has anticipated CHWD serving the parcels within the District-Wide Annexation Project utilizing the surface water resources available through SJWD. SJWD has sufficient water supply and treatment plant capacity to provide wholesale water to CHWD to serve affected parcels.

The total water supply presently available to CHWD is estimated to be 25,500 acre feet annually. Current annual demands are approximately 60% of this available supply.

C. Annexation Plan for Providing Services:

<p>For each item identified for a change in service provider, a narrative “Plan for Service” (required by Government Code Section 56653) must be submitted with this application. This plan shall, at a minimum, respond to each of the following questions:</p>	<p><b>Some helpful Definitions:</b></p> <p>“Affected city” means any city that either:</p> <ul style="list-style-type: none"> <li>a) contains, or its sphere of influence contains, the proposal territory <i>and/or</i></li> <li>b) would contain the proposal territory if the project is approved</li> </ul> <p>“Affected county” means each county that contains, or would contain, the proposal territory</p> <p>“Affected district” means a special district that contains, or whose sphere of influence contains, or would contain, the proposal territory</p> <p>“Affected local agency” means any agency that contains, or would contain, or whose sphere of influence contains, the project territory</p> <p>“Affected territory” means the project territory</p>
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1. A description of the level and range of each public service to be provided to the proposal territory.
2. An indication of when the service can be feasibly extended to the proposal territory.
3. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the proposal territory.
4. The estimated cost of extending the service and a description of how the service or required improvements will be financed. A discussion of the sufficiency of revenues for anticipated service extensions and operations is also required.
5. An indication of whether the proposal territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
6. If retail water service is to be provided through this change of organization, provide a description of the timely availability of water for projected needs within the proposal area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

D. Indicate which agencies currently provide affected public services within the proposal territory and which agencies would provide services after the proposed change of organization:

<u>Service</u>	<u>Current Agency</u>	<u>Proposed Agency</u>
Police	Sacramento County and Placer County Sheriff, <u>City of Citrus Heights and City of Roseville Police</u>	No Change
Fire	Sacramento Metro Fire District, South Placer Fire District	No Change
Water	<u>Citrus Heights Water District</u>	No Change
Sewer	<u>SASD &amp; SRCSD</u>	No Change
Garbage	<u>City and County Waste Management</u>	No Change
Street Lighting	<u>City and County Road Department</u>	No Change
Road Maintenance	<u>City and County Road Department</u>	No Change
Flood Control	<u>Sacramento County DOT, Citrus Heights Community Services</u>	No Change
Parks & Recreation	Placer County DOT, City of Roseville Public Works, Sacramento Regional Flood Control District, Sunrise Recreation & Park District, Orangevale Recreation & Park District	No Change

<u>Service</u>	<u>Current Agency</u>	<u>Proposed Agency</u>
Library Services	Sacramento Library Authority	No Change
Electricity	Sacramento Municipal Utility District	No Change
Transit	Roseville Transit District, Sacramento Regional Transit District	No Change
Other: Cemetery District	Sylvan Cemetery District	No Change

E. If a change in service provider is proposed, has each service provider provided a statement indicating the desire and capability to furnish services?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

F. If **YES**, a *Letter of Agreement* from each agency assuming service responsibilities **must be included with this application**. The letter must identify each agency's role and responsibility as the new service provider and the method for funding additional services.

G. If **NO**, please explain:

\_\_\_\_\_

\_\_\_\_\_

H. If a change in service provider is proposed, are alternative providers available for any of the proposed services?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

I. If **YES**, list providers and explain why they are not proposed to provide service:

\_\_\_\_\_

\_\_\_\_\_

8. Sphere of Influence N/A

Pursuant to Government Code Section 56425, provide the following information **IF** the proposal requires a **Sphere of Influence (SOI) Amendment**.

A. Describe any social or economic interest, current or future, within the proposal area that create a logical identification of the proposal area with the proposed change of organization:

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B. Describe the present and probable need for public facilities and services in the proposal area:

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C. Describe in detail the present capacity of public facilities and adequacy of public services the affected agency provides or is authorized to provide:

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D. Attach to this application all documentation regarding consultation that has occurred between the City and the County, with regards to an agreement on boundaries, development standards, and zoning requirements within the proposed sphere (G.C. 56425(b)).

**9. Other Information**

A. List the names and addresses of any persons, organization or agencies known to you who may be opposed to this proposal:

Name	Address	Telephone

B. ANY OTHER COMMENTS YOU MAY WISH TO MAKE (may be attached as necessary):

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C. Names and addresses of up to three persons who are to receive notice of hearing and staff report:\*

Name	Address	Telephone

D. Complete and attach FPPC Party Disclosure Form (Not required for public agencies)

\*All property owners listed in Table 1 will be notified by USPS mail. See Sample Notification letters. Property owners are directed to the District’s website to receive notice of hearing and staff report.

**10. Certification**

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and agree to pay any fees and expenses required to prepare necessary environmental documentation and planning studies and fees to process this application. In addition, I hereby petition the Sacramento Local Agency Formation Commission (LAFCo) for approval of a proposed change of organization or reorganization, as described herein.

The undersigned hereby petition(s) the Sacramento Local Agency Formation Commission for approval of a proposed change of organization or reorganization, and stipulate(s) as follows.

1. The boundaries of the territory(ies) included in the proposal are as described in *Exhibits A* (metes and bounds legal description) and *Exhibit B* (map) attached hereto.
2. The territory(ies) included in the proposed change of organization:  
 *is/are inhabited* (12 or more registered voters).  
 *is/are uninhabited*.
3. This proposal  *is* /  *is not* consistent with the Sphere of Influence of the affected city / and or districts.
4. The persons signing this petition have signed as:  
 Registered Voters       Owners of Land  
 Landowner Agent
5. A) If the formation of a new district(s) is included in the proposal, please state the principal act(s) under which said district(s) is/are proposed to be formed:

\_\_\_\_\_ N/A \_\_\_\_\_

B) The proposed name of the new district(s) is/are: \_\_\_\_\_ and the boundaries of the proposed new district(s) area as described in the exhibits attached and made a part hereof.

6. If the proposal is an incorporation, the name of the proposed new city is: \_\_\_\_\_

Wherefore, petitioner(s) or owner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq., of the Government Code and herewith affix signatures(s) as follows:

**Landowner / Chief Petitioner(s) as listed above:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Applicants Representative or Agent as listed above:

Tamar Dawson, Annexation Project Manager

Date: \_\_\_\_\_

NOTE: Applications will not be accepted without signature of legal owners or official agents with Power of Attorney or Chief Petitioners, or without acceptable legal description and map. An incomplete application will not be processed.

###

**CITRUS HEIGHTS WATER DISTRICT**  
**2019 DISTRICT-WIDE ANNEXATION PROJECT PROPERTY SPREADSHEET**

4/8/2020

**TABLE 1**

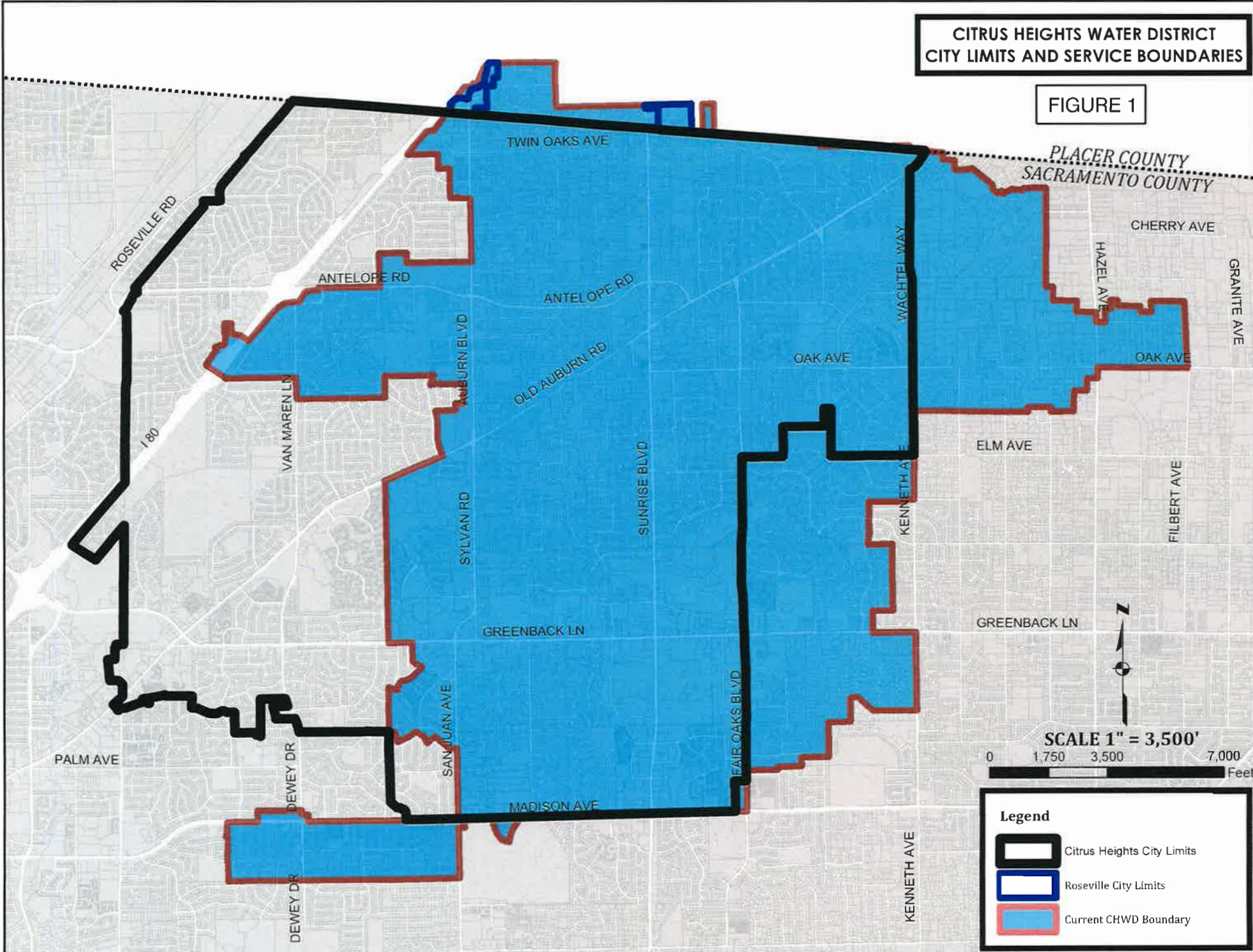
Group	File ID No.	County	Assessor's Parcel Number Book-Page-Lot	All or Portion	Zoning	* = fictitious address # ADDRESS			Acres
						Number	Street	City	
<b>A</b>			<b>UNDEVELOPED PROPERTIES</b>						
A	2	Sacramento	224-0142-006	Portion	RD-4	8400	Old Auburn Rd	CH	1.754
A	3	Sacramento	224-0210-013	All	AR-2	8585	Chris Ln	OV	12.288
A	7	Sacramento	257-0040-011	All	RD-5	13001*	Fair Oaks Blvd	CH	1.033
A	8	Sacramento	204-0210-041	All	RD-7	7423	Muth Ln	CH	1.782
A	9	Sacramento	211-0160-022	All	Not shown	6941*	Sylvan Rd	CH	0.557
A	10	Sacramento	224-0190-014	All	RD-5	8207	Oak Ave	CH	2.446
A	28	Sacramento	224-0760-020	All	AR-2	8732*	Nipawin Way	OV	5
A	29	Sacramento	224-0760-034	All	AR-2	7738*	Leever Ln	OV	5.744
A	30	Sacramento	224-0770-004	All	AR-2	8891	Oak Ave	OV	2.066
A	31	Sacramento	224-0770-024	All	AR-2	8893*	Oak Ave	OV	0.241
A	38	Sacramento	261-0010-051	All	RD-10	8147	Fair Oaks Blvd	FO	1.329
A	39	Sacramento	243-0350-008	All	LC	6031	Sunrise Vista Dr	CH	1.515
A	42	Sacramento	261-0020-026	All	RD-2	8498*	Greenback Ln	FO	4.472
A	34	Sacramento	224-0253-020	All	AR-2	7418*	Hickory Ave	OV	0.41
A	18	Sacramento	257-0040-006	All	O	7180	Sunrise Blvd	CH	5.964
A	36	Sacramento	257-0180-016	All	O	8271*	Streng Ave	CH	0.504
A	33	Sacramento	257-0180-015	All	O	8302*	Streng Ave	CH	6.405
A	15	Sacramento	211-0020-002	All	RD-2	7137	Auburn Blvd	CH	15.578
<b>A</b>								<b>A TOTAL</b>	<b>69.088</b>
<b>B</b>			<b>DECLINED ANNEXATION</b>						
B	43	Sacramento	261-0010-052	Portion	RD-2	8201	Greenback Ln	FO	24.649
B	43	Sacramento	261-0010-041	Portion	RD-2	8201	Greenback Ln	FO	0.5
<b>B</b>								<b>B TOTAL</b>	<b>25.149</b>
<b>C</b>			<b>PUBLIC AGENCY PROPERTIES</b>						
C	1	Sacramento	204-0112-011	Portion	O	7801	Auburn Blvd	CH	43.415
C	1					7331	Antelope Rd	CH	incl. above
C	37	Sacramento	224-0190-046	All	O	8275	Oak Ave	CH	22.07
C	37	Sacramento	224-0190-047	All	O	8275	Oak Ave	CH	0.005
C	37	Sacramento	224-0190-012	All	O	8225*	Oak Ave	CH	1.93
C	14	Sacramento	204-0220-003	All	RD-2	7401	Auburn Blvd	CH	5.556
C	14	Sacramento	211-0020-023	All	RD-2	7401	Auburn Blvd	CH	6.006
C	14	Sacramento	211-0020-001	All	RD-2	7401	Auburn Blvd	CH	7.822
C	16	Sacramento	211-0020-003	All	RD-2	7085	Auburn Blvd	CH	15.501
C	17	Sacramento	257-0040-024	All	RD-5	7322	Sunrise Blvd	CH	9.922
C	35	Sacramento	213-0010-004	All	RD-5	7229	Beech Ave	OV	10.372
C	41	Sacramento	243-0070-002	All	RD-5	6520	Sunrise Blvd	CH	13.778
C	19	Sacramento	211-0160-021	All	RD-20	6921	Sylvan Rd	CH	0.748
C	11	Sacramento	257-0040-023	All	RD-5	n/a	Canelo Hills Dr	CH	0.077
<b>C</b>								<b>C TOTAL</b>	<b>137.202</b>
<b>D</b>			<b>MISCELLANEOUS PROPERTIES</b>						
D	6	Sacramento	211-0421-001	All	RD-5	6751	Pacheco Way	CH	0.196
D	6	Sacramento	211-0421-002	All	RD-5	6747	Pacheco Way	CH	0.196
D	6	Sacramento	211-0421-003	All	RD-5	6743	Pacheco Way	CH	0.196
D	6	Sacramento	211-0422-003	All	RD-5	7777	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-004	All	RD-5	7773	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-005	All	RD-5	7769	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-006	All	RD-5	7765	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-007	All	RD-5	7761	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-008	All	RD-5	7757	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0422-009	All	RD-5	6746	Pacheco Way	CH	0.196
D	6	Sacramento	211-0422-010	All	RD-5	6750	Pacheco Way	CH	0.196
D	6	Sacramento	211-0422-011	All	RD-5	7760	Highland Ave	CH	0.196
D	6	Sacramento	211-0422-012	All	RD-5	7764	Highland Ave	CH	0.196
D	6	Sacramento	211-0422-013	All	RD-5	7768	Highland Ave	CH	0.196
D	6	Sacramento	211-0422-014	All	RD-5	7772	Highland Ave	CH	0.196
D	6	Sacramento	211-0422-015	All	RD-5	7776	Highland Ave	CH	0.196

Group	File ID No.	County	Assessor's Parcel Number Book-Page-Lot	All or Portion	Zoning	* = fictitious address #			Acres
						ADDRESS			
						Number	Street	City	
D	6	Sacramento	211-0423-001	All	RD-5	6732	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-002	All	RD-5	7760	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-003	All	RD-5	7764	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-004	All	RD-5	7768	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-005	All	RD-5	7772	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-006	All	RD-5	7776	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-007	Portion	RD-5	7780	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-008	Portion	RD-5	7784	Spring Valley Ave	CH	0.196
D	6	Sacramento	211-0423-009	All	RD-5	6634	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-010	All	RD-5	6638	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-011	All	RD-5	6642	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-012	All	RD-5	6646	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-013	All	RD-5	6650	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-014	All	RD-5	6700	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-015	All	RD-5	6704	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-016	All	RD-5	6724	Pacheco Way	CH	0.196
D	6	Sacramento	211-0423-017	All	RD-5	6728	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-001	All	RD-5	6733	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-002	All	RD-5	6729	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-003	All	RD-5	6725	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-004	All	RD-5	6721	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-005	All	RD-5	6717	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-006	All	RD-5	6713	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-007	All	RD-5	6709	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-008	All	RD-5	6705	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-009	All	RD-5	6701	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-010	All	RD-5	6651	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-011	All	RD-5	6647	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-012	All	RD-5	6643	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-013	All	RD-5	6639	Pacheco Way	CH	0.196
D	6	Sacramento	211-0424-014	All	RD-5	6635	Pacheco Way	CH	0.196
D	26	Sacramento	259-0180-080	Portion	RD-5	8228	Highwood Way	OV	0.2
D	26	Sacramento	259-0180-058	All	RD-5	8234*	Highwood Way	OV	0.12
D	26	Sacramento	259-0180-059	All	RD-5	8322*	Myrtus Ct	OV	0.09
D	26	Sacramento	259-0180-078	Portion	RD-5	8324	Myrtus Ct	OV	0.102
D	26	Sacramento	259-0180-061	All	RD-5	8330*	Myrtus Ct	OV	0.098
D	26	Sacramento	259-0180-062	All	RD-5	8334*	Myrtus Ct	OV	0.103
D	26	Sacramento	259-0180-063	All	RD-5	8336*	Myrtus Ct	OV	0.116
D	26	Sacramento	259-0180-074	Portion	RD-5	6849	Escallonia Dr	OV	0.075
D	26	Sacramento	259-0180-066	All	RD-5	6847*	Escallonia Dr	OV	0.069
D	26	Sacramento	259-0211-045	All	RD-5	6787*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0180-077	Portion	RD-5	6841	Escallonia Dr	OV	0.074
D	26	Sacramento	259-0180-068	All	RD-5	6835*	Escallonia Dr	OV	0.094
D	26	Sacramento	259-0180-076	Portion	RD-5	6833	Escallonia Dr	OV	0.111
D	26	Sacramento	259-0180-070	All	RD-5	8376*	Robina Ct	OV	0.095
D	26	Sacramento	259-0180-075	Portion	RD-5	8378	Robina Ct	OV	0.128
D	26	Sacramento	259-0180-079	Portion	RD-5	8382	Robina Ct	OV	0.126
D	26	Sacramento	259-0190-092	Portion	RD-5	8420	Cortadera Dr	OV	0.19
D	26	Sacramento	259-0190-093	Portion	RD-5	8424	Cortadera Dr	OV	0.088
D	26	Sacramento	259-0190-094	Portion	RD-5	8432	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-050	All	RD-5	8438*	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-090	All	RD-5	8442*	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-095	Portion	RD-5	8444	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-053	All	RD-5	8448 1/2*	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-096	Portion	RD-5	8452	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-097	Portion	RD-5	8456	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-091	Portion	RD-5	8460	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-057	All	RD-5	8462*	Cortadera Dr	OV	0.075
D	26	Sacramento	259-0190-088	Portion	RD-5	8468	Cortadera Dr	OV	0.056
D	26	Sacramento	259-0211-054	Portion	RD-5	6731	Aurelius Way	OV	0.146
D	26	Sacramento	259-0211-037	All	RD-5	6741*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-055	Portion	RD-5	6743	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-039	All	RD-5	6751*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-040	All	RD-5	6753*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-041	All	RD-5	6763*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-053	Portion	RD-5	6767	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-043	All	RD-5	6775*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0180-064	All	RD-5	6775 1/2*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-044	All	RD-5	6777*	Aurelius Way	OV	0.08
D	26	Sacramento	259-0211-056	Portion	RD-5	8367	Aurelius Way	OV	0.16
D	26	Sacramento	259-0211-052	Portion	RD-5	8371	Aurelius Way	OV	0.079
D	26	Sacramento	259-0211-049	All	RD-5	8377*	Aurelius Way	OV	0.094
D	26	Sacramento	259-0211-050	All	RD-5	8381*	Aurelius Way	OV	0.098

Group	File ID No.	County	Assessor's Parcel Number Book-Page-Lot	All or Portion	Zoning	* = fictitious address # ADDRESS			Acres
						Number	Street	City	
D	26	Sacramento	259-0211-051	All	RD-5	8383*	Aurelius Way	OV	0.098
D	44	Sacramento	236-0321-057	Portion	RD-5	6326	Appian Way	Carm	0.083
D	4	Sacramento	224-0210-005	Portion	AR-2	8060	Wachtel Way	OV	2.33
D	27	Sacramento	224-0240-033	Portion	AR-2	7707	Hickory Ave	OV	1.073
D	22	Sacramento	224-0770-007	Portion	AR-2	8841	Oak Ave	OV	0.442
D	23	Sacramento	227-0120-026	Portion	AR-2	9005	Oak Ave	OV	1.289
D	24	Sacramento	227-0120-025	Portion	AR-2	9025	Oak Ave	OV	1.249
D	25	Sacramento	224-0240-010	Portion	AR-2	7700*	Larkspur Ln	OV	1.004
D	20	Sacramento	257-0200-023	All	AR-1	7301	Hickory Ave	OV	2.613
D	21	Sacramento	213-0013-005	All	AR-2	7331	Beech Ave	OV	2.048
D	48	Placer	471-0070-063	Portion	Not shown	502	Livoti Ave	RV	0.255
D	48	Placer	471-0070-061	All	Not shown	512	Livoti Ave	RV	0.254
D	48	Placer	471-0070-062	All	Not shown	n/a	Livoti Ave	RV	0.227
D	49	Placer	471-0070-055	All	Not shown	516	Livoti Ave	RV	0.308
D	49	Placer	471-0070-056	All	Not shown	520	Livoti Ave	RV	0.343
D	49	Placer	471-0070-057	All	Not shown	113	Langley Ave	RV	0.2772
D	49	Placer	471-0070-058	All	Not shown	560	Livoti Ave	RV	0.308
D	49	Placer	471-0070-068	Portion	Not shown	n/a	Langley Ave	RV	0.119
D	53	Placer	471-0060-060	Portion	Not shown	1100	Orlando Ave	RV	0.089
<b>D</b>								<b>D TOTAL</b>	<b>27.6082</b>
<b>E</b>			<b>ROADWAYS</b>						
E	12	Sacramento	204-xxxx-xxx			n/a	Auburn Blvd	CH	2.121
E	13	Sacramento	204-0200-xxx			n/a	Antelope Rd	CH	1.755
E	32	Sacramento	224-0770-xxxx			7447-7455	Hazel Avenue	OV	0.501
E	40	Sacramento	243-0350-xxx			6031	Sunrise Vista Dr	CH	0.138
E	40	Sacramento	243-0350-xxx			6015	Sunrise Vista Dr	CH	0.275
E	46	Sacramento	232-0012-xxx	Portion		5400	Dewey Dr	FO	0.375
E	50	Placer	471-003,004,006,007-xxx	Portion		n/a	Livoti Ave	RV	5.106
E	50	Placer	471-005,006,007-xxx	All		n/a	Whyte Ave	RV	incl. above
E	50	Placer	471-003,004,006,007-xxx	All		n/a	Frances Ave	RV	incl. above
E	50	Placer	471-004,007-xxx	All		n/a	Mariposa Ave	RV	incl. above
E	51	Placer	Portion of Livoti Ave	Portion		n/a	Livoti Ave	RV	5.907
E	51	Placer	471-005,006,007-xxx	All		n/a	Whyte Ave	RV	incl. above
E	51	Placer	Louis Ln	All		n/a	Louis Ln	RV	incl. above
E	51	Placer	471-005-xxx	All		n/a	Auburn Blvd	RV	incl. above
E	51	Placer	Portion of Orlando Ave	Portion		n/a	Orlando Ave	RV	incl. above
<b>E</b>								<b>E TOTAL</b>	<b>16.178</b>
<b>Annexation TOTAL</b>									<b>275.2252</b>
<b>F</b>			<b>DETACHMENTS</b>						
F	5	Sacramento	None	Portion		n/a	Interstate 80	CH	-4.338
F	45	Sacramento	232-0353-017	Portion	SR-20	7061	Madison Ave	FO	-0.587
F	47	Sacramento	232-0120-049	Portion	SC	5420*	Dewey Dr	FO	-0.143
F	52-1	Placer	Interstate 80	Portion		n/a	Interstate 80	RV	-0.158
F	52-2	Placer	471-050-002	All	Not shown	n/a	Auburn Blvd	RV	-1.637
F	52-3	Placer	471-050-001	All	Not shown	n/a	Auburn Blvd	RV	-0.68
F	52-4	Placer	Auburn Blvd	Portion		n/a	Auburn Blvd	RV	-0.44
F	52-5	Placer	471-030-001	All	Not shown	n/a	Livoti Avenue	RV	-3.048
F	52-6	Placer	471-060-001	All	Not shown	n/a	Livoti Avenue	RV	-0.163
F	54	Placer	471-030-002	All	Not shown	1115	Orlando Ave	RV	-1.607
<b>F</b>								<b>F TOTAL</b>	<b>-12.801</b>
<b>Detachment TOTAL</b>									<b>-12.801</b>

**CITRUS HEIGHTS WATER DISTRICT  
CITY LIMITS AND SERVICE BOUNDARIES**

**FIGURE 1**



- Legend**
-  Citrus Heights City Limits
  -  Roseville City Limits
  -  Current CHWD Boundary



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A TASK ORDER  
AGREEMENT WITH HOWELL CONSULTING FOR EMERGENCY PLANNING  
SUPPORT SERVICES

STATUS : Action Item

REPORT DATE : April 8, 2020

PREPARED BY : Rebecca Scott, Senior Management Analyst  
David Gordon, Director of Operations

### **OBJECTIVE:**

Consider approval of a task order agreement with Howell Consulting for Emergency Planning Support Services.

### **BACKGROUND AND ANALYSIS:**

In 2019, the District contracted with Foster Morrison and Howell Consulting to assist in drafting the 2019 Emergency Operations Plan update and the Emergency Operations Center Annex, which is a standalone attachment to the Plan. The Citrus Heights Water District (CHWD or District) Board of Directors adopted the updated Emergency Operations Plan in late 2019. As the next step in the emergency planning process, the District must update its Emergency Response Plan (ERP).

America's Water Infrastructure Act of 2018 (AWIA) mandates that water utilities serving more than 3,300 people prepare or update risk and resilience assessments and ERPs. The risk and resilience assessment must include an assessment of the following: the risk from malevolent acts and hazards; resilience of physical infrastructure and technologies; monitoring practices; financial infrastructure; chemical uses and operation and maintenance.

The ERP must include the following: strategies to improve the system's physical and technological resilience; plans, procedures and equipment that can be utilized if the system is threatened; actions, procedures and equipment that can lessen the impact of a threat to the water system; and strategies to detect threats to the system.

Both the risk and resilience assessment and the ERP must be reviewed at least once every five years and revised as needed. As the District's ERP was last revised in 2013 and does not include a risk and resilience assessment, staff intends to contract with Howell Consulting to complete the ERP update, which will include the risk and resilience assessment. The AWIA mandates that water utilities serving a population between 50,000 and 99,999 complete the assessment and ERP by December 31, 2020.

Howell Consulting CEO Brenna Howell has more than 20 years of experience in emergency operations planning and disaster preparedness from the State of California Office of Emergency Services and many Northern and Central California governmental jurisdictions. She has worked closely with all levels of government on inter-agency coordination, planning, disaster mitigation, response and post-disaster recovery efforts. She has also revised and updated numerous Emergency Operations Plans and functional annexes.



As CHWD maintains a small staff, utilizing contract resources such as Howell Consulting is essential to keep ongoing operating expenses down, while assuring that resources are available to complete projects in a timely and effective manner.

Howell Consulting worked closely with District staff to complete the Emergency Operations Plan Update and Emergency Operations Center Annex, and is highly skilled in preparing various annexes to such plans. As the ERP will likely be one of many emergency planning tools and/or annexes that the District updates or develops, staff recommends Board approval of a task order agreement (attached) with Howell Consulting for emergency planning support services for the District.

The agreement includes the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed amount with a defined scope of work, schedule, and a not-to-exceed budget by task order. A sample task order is included as an Exhibit to the agreement. The term of the agreement is ongoing, but includes a thirty (30) day termination provision by either party.

The State and Federal Governments mandate that cities, counties and special districts maintain various emergency planning documents, including, but not limited to, an Emergency Operations Plan, the ERP, and a Local Hazard Mitigation Plan. In addition to their initial development, these documents must be updated on an ongoing basis and are also subject to changing legislation and/or mandates. Therefore, it is necessary to maintain a professional relationship with Howell Consulting, an emergency planning subject matter expert, to assist the District in the development and updating of these various plans.

**RECOMMENDATION:**

Approve the task order agreement with Howell Consulting for Emergency Planning Support Services, and authorize the General Manager to execute the agreement.

**ATTACHMENT:**

Task Order Agreement with Howell Consulting for Emergency Planning Support Services

**ACTION:**

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

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**CITRUS HEIGHTS WATER DISTRICT  
TASK ORDER AGREEMENT  
FOR EMERGENCY PLANNING CONSULTING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of April, 2020, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 (“District”) and Howell Consulting, a California Corporation with its principal place of business at 12820 Rimfire Drive, Wilton, CA 95693 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the District and Consultant (“Task Order”). Consultant represents that it is experienced in providing all of the services listed in the scope of services provided for in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the District.

2.3 Project. District desires to engage Consultant to render such services on a project specific basis. Services shall be ordered by Task Order(s) to be issues pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a “Project” under this Agreement).

**3. TERMS.**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on a project specific basis, as necessary to fully and adequately supply the consulting services necessary for the Project (“Services”). The types of Services to be provided are generally described in Exhibit “A,” attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District’s General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit “B”. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 1, 2020 until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). Consultant shall be required to commence work within five (5) days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule of Services, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

### 3.2.4 RESERVED.

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

3.2.6 Consultant's Representative. Consultant hereby designates Brenna Howell to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means,

methods, techniques, sequences and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement. The Consultant's Representative and project team members shall not be removed from the Project and/or substituted without the prior written consent of the District.

3.2.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Citrus Heights Business License as required, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any

subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. In the event Consultant is self-insured, Consultant shall provide evidence of self-insured coverage that provides coverage that is equal to the insurance requirements set forth herein. Consultant shall require all of its subcontractors to procure and maintain the same insurance specified herein for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance during such time when Consultant has employees; and (3) *Professional Liability (Errors and Omissions)*: professional liability or Errors and Omissions insurance appropriate to its profession.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) combined single limit (each accident) for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and (4) *Professional Liability (Errors and Omissions)*: One Million Dollars (\$1,000,000) per claim and aggregate (errors and omissions).

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an

unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

(B) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(C) Professional Liability (Errors and Omissions). This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and satisfactory to the District.

3.2.10.7 Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A," attached hereto and incorporated herein by reference. The General Manager or his designee can approve or reject revised/updated rate sheets. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to-Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by

Consultant. The invoice shall reference the relevant Task Order and describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit “B” or otherwise in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.



3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination.

(A) District has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be based on the hourly rates set forth in Exhibit "A," attached hereto and incorporated herein by reference for the portion of such task completed but not paid prior to said termination. The General Manager or his designee can approve or reject revised/updated rate sheets. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

(B) Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District.

3.5.1.2 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Citrus Heights Water District  
P.O. Box 286  
Citrus Heights, CA 95611  
Attn: Hilary Straus, General Manager

**Consultant**

Howell Consulting  
12820 Rimfire Drive  
Wilton, CA 95693  
Attn: Brenna Howell

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. District shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District’s sole risk. Notwithstanding the foregoing, Documents and Data shall not include underlying proprietary calculations used by Consultant to generate work product.

3.5.3.2 Confidentiality. All Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

### 3.5.6 Indemnification.

3.5.6.1 Standard Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees,

volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

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

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County.

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

3.5.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.5.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
CITRUS HEIGHTS WATER DISTRICT  
TASK ORDER AGREEMENT  
FOR EMERGENCY PLANNING CONSULTING SERVICES**

**CITRUS HEIGHTS WATER DISTRICT**

**HOWELL CONSULTING**

**By:** \_\_\_\_\_  
**Hilary M. Straus**  
**General Manager**

**By:** \_\_\_\_\_  
**Brenna Howell**  
**CEO**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

April 15, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO PURCHASE THE HIGHLAND AVENUE PROPERTY

STATUS : Action Item

REPORT DATE : April 8, 2020

PREPARED BY : David Gordon, Director of Operations  
 Brian Hensley, Water Resources Supervisor  
 Rebecca Scott, Senior Management Analyst  
 Josh Nelson, Assistant General Counsel

### **OBJECTIVE:**

Consider adopting Resolution No. 01-2020 authorizing the purchase of the northern 0.52 acre of 7725 Highland Avenue (Property) and adopting a Mitigated Negative Declaration, Additional Information to the Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Highland Avenue Well Site Project (Project).

### **BACKGROUND AND ANALYSIS:**

The Citrus Heights Water District (the District) previously executed an Option to Purchase and Purchase and Sale Agreement for the Property (“PSA”). The PSA allowed the District to drill a test well on the Property to ensure that it had sufficient groundwater for the District’s purposes. This test well was drilled in July 2019, and subsequent tests confirmed that the Project will generate an estimated fifteen hundred (1,500) gallons per minute (gpm). Based on this result, staff recommends that the Board of Directors exercise its option to purchase the Property. Assuming the Board does so, staff will send the owners of the Property notice and will open escrow. Escrow will close upon the City’s approval of a lot line adjustment (as explained below).

The District is required to comply with the California Environmental Quality Act (CEQA) when purchasing property and approving the Project. GEI Consultants, Inc. (GEI) was retained by the District to assist the District in complying with CEQA. For the Highland Avenue Well project, the District acts as Lead Agency for CEQA compliance. Other permitting agencies such as the State Board’s Division of Drinking Water (DDW) are required to use the District’s CEQA documents in their processing of future permits related to the Project. As Lead Agency, the District will consider the entirety of information resulting from environmental review activities, and act as the primary decision-maker for the project.

Environmental review of the Project is required because CEQA establishes a duty for public agencies to avoid or minimize environmental damage where feasible. As Lead Agency, the District is responsible to comply with CEQA and the CEQA Guidelines in determining the potential impacts on the environment from constructing and operating the Project. Once the CEQA document is approved by the District, the Board may determine whether the Project should be approved. In considering the Project approval, the District also has the obligation to balance a variety of public objectives in making that decision, including economic, environmental, and social factors. The CEQA report provides the following:

- The framework to inform decision-making bodies and the public about the potential environmental impacts of a proposed project;
- Identifies mitigation measures to avoid or reduce significant environmental impacts; and
- Discloses to the public the reasons why an agency approves a project.

Some projects implemented by the District or other public agencies may be determined to be exempt from CEQA. However, the preliminary review of the proposed Project confirmed the need to complete additional environmental analysis and documentation. The proposed Project does not qualify for a Categorical Exemption because there is a reasonable possibility that the project would have a significant effect on the environment. An Initial Study was prepared, and several potential environmental impacts were identified, including those to air quality, biological and cultural resources, groundwater quality, and construction and operational noise. However, after mitigation for each of these effects, there was no substantial evidence that the proposed project in any of its aspects could cause a significant effect on the environment. For this reason, a Mitigated Negative Declaration was chosen as the appropriate CEQA document for the Project, and an Environmental Impact Report is not required.

The scope of the work included analysis of all 21 CEQA-required environmental topic areas. Analysis showed that implementation of the Project would have a less-than-significant effect for the majority of the environmental topics, except for those discussed above.

The analysis of the suitability of the site for additional municipal water access was supported by a Phase I Environmental Site Assessment (ESA) and preliminary Drinking Water Source Assessment (DWSA). The ESA did not identify any recognized environmental conditions associated with the property for purchase.

The preliminary DWSA was prepared for the site using an anticipated pumping rate of 1,500 gpm and the likely construction details of the proposed well. A preliminary evaluation of the vulnerability ranking for the Property was completed. Based on the evaluation, the well site is most vulnerable to the following activities: residential sewer collection systems and historical agricultural activities (fertilizers and pesticides). Seal placement will exceed 100 feet in depth to help minimize the potentially contaminating activities' impacts to the aquifer. Based on preliminary DWSA information and confined groundwater conditions, the proposed well would have a high physical barrier effectiveness against potentially contaminating activities. Physical barrier effectiveness and vulnerability assessment updates will be finalized for the well permit.

Two other environmental areas were determined to require additional analysis over and above the original scope of work. They are the use of the well for Aquifer Storage and Recovery, and Tribal Cultural Resources (TCR).

A. **Aquifer Storage and Recovery (ASR):** Constructing the Project as an ASR well would allow the District to use the well both as a production well to withdraw water, and as an injection well to recharge the aquifer during periods of abundant surface water supplies. Operating the Project as an ASR well would be consistent with District obligations under the Water Forum Agreement and the policies established through the Sacramento Groundwater Authority.

To assess the potential environmental effects of using the Highland Avenue Well for ASR purposes, the consultant team included additional information regarding State requirements, potential effects to groundwater quality, and the development of additional mitigation to ensure the maintenance of groundwater quality during ASR operations.

B. **Tribal Cultural Resources:** Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to require that: 1) a lead agency provide notice to any California Native American tribes that have requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Shortly prior to the public and agency circulation of the draft Initial Study/Mitigated Negative



Declaration (IS/MND), the District identified several Native American tribes that had registered with the District to receive notices of offers of consultation.

Because the notice of consultation must have been received by all registered tribes prior to circulation of the draft IS/MND, GEI guided the District through the AB 52 process, thereby maintaining the Project's schedule. The District sent letters prepared by GEI offering consultation to the three tribes that had requested notice of proposed projects. The United Auburn Indian Community (UAIC) requested additional information and copies of reports prepared on the Project. The other two tribes did not respond to the District's offer.

GEI assisted the District in its consultation activities, including the drafting of a response to the UAIC and the production of the requested reports and information. There has been no further communication from the UAIC, and the District has concluded the AB 52 compliance process.

In summary, environmental review showed that the Project has the potential to adversely impact air quality (construction dust), biological resources (migratory birds, protected trees), undiscovered cultural resources, greenhouse gases (emissions), hydrology and water quality (pollutant runoff) and noise (construction and operations). However, with the implementation of mitigation measures identified in the IS/MND, all potential impacts would be reduced to a less-than-significant level.

Public participation is an essential part of the CEQA process. In addition to offering the consultation process to Native American tribes, the environmental review process includes specific requirements for public review. The IS/MND was filed with the State Clearinghouse on March 5, SCH #2020039014. It was publicly noticed as required by the District, including being available online and in hard copy at the District Office for the entirety of the 30-day review period that began on March 6, 2020 and concluded on April 6, 2020.

No written comments were received from the general public on the draft document. Agency comments were received from the Central Valley Regional Water Quality Control Board (CVRWQCB) and the California Department of Fish and Wildlife, along with a "no comment" letter from Sacramento Municipal Utilities District (SMUD). Although CEQA does not require that the District formally respond to comments received on the draft IS/MND, it does require that the Board consider each comment prior to certifying the IS/MND and taking action on the Project. To assist the Board in its consideration of the comments, we provide the following summary and conclusions:

- CVRWQCB - The letter provides a list of potential permits under the CVRWQCB's jurisdiction for a generic well project. Impacts to water quality, including necessary permits, were evaluated in Section IX, *Hydrology and Water Quality*, of the IS/MND. The comments from the CVRWQCB raise no issues regarding the environmental information or conclusions presented in the IS/MND for the Project. Since no environmental issue was raised by the comment that was not previously evaluated in the IS/MND, no modification of the IS/MND is necessary.
- California Department of Fish and Wildlife – The letter provides the following comment: "Mitigation Measure 2 revisions needed to mitigate impacts to nesting birds to a level of less-than-significant. Pages 3-17 of the MND identify impacts to nesting birds and corresponding mitigation. CDFW recommends updating the measure to more accurately capture the bird nesting season and more effectively minimize impacts to birds and bird nests." The proposed revisions to Mitigation Measure 2 have been incorporated into the Mitigation Monitoring and Reporting Program.

**RECOMMENDATION:**

Adopt Resolution No. 01-2020 authorizing the purchase of the northern 0.52 acre of 7725 Highland Avenue (Property) and adopting a Mitigated Negative Declaration, Additional Information to the Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the Highland Avenue Well Site Project (Project).

**ATTACHMENT:**

- 1) Proposed Resolution 01-2020, Authorizing the Purchase of Real Property and Adopting a Mitigated Negative Declaration, Additional Information to the Mitigated Negative Declaration, and a Mitigation Monitoring and Reporting Program for the Highland Avenue Well Site Project.
  - a. Exhibit A – Mitigated Negative Declaration and Additional Information to the Mitigated Negative Declaration
  - b. Exhibit B – Mitigation Monitoring and Reporting Program
- 2) Executed Option to Purchase and Purchase and Sale Agreement dated December 20, 2018

**ACTION:**

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

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RESOLUTION NO. 01-2020

A RESOLUTION OF THE CITRUS HEIGHTS WATER DISTRICT AUTHORIZING THE PURCHASE OF REAL PROPERTY AND ADOPTING A MITIGATED NEGATIVE DECLARATION, ADDITIONAL INFORMATION TO THE MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE HIGHLAND AVENUE WELL SITE PROJECT

**WHEREAS**, the Citrus Heights Water District (“District”) executed that certain Option to Purchase and Purchase and Sale Agreement dated December 20, 2018 and incorporated by this reference (“Agreement”). The Agreement authorizes the District to purchase a portion of the real property located at 7725 Highland Avenue (“Property”) its option. By adoption of this Resolution, the District wishes to execute its option to purchase the Property; and

**WHEREAS**, the District wishes to develop a new groundwater well and associated project on the Property (the “Project”); and

**WHEREAS**, pursuant to the California Public Resources Code section 21067 and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.) section 15051, the District is the lead agency for the proposed Project; and

**WHEREAS**, the Board of Directors is the decision-making body for the Project, and the Board of Directors is being asked to review and approve the Project’s environmental documentation (State CEQA Guidelines, § 15025(b)(2)); and

**WHEREAS**, District staff reviewed the Project and prepared an Initial Study pursuant to State CEQA Guidelines section 15063; and

**WHEREAS**, on the basis of the Initial Study, which concluded that the Project would have potentially significant impacts but that those impacts could be reduced to less than significant levels with implementation of the proposed mitigation measures, the District determined that a Mitigated Negative Declaration (MND) should be prepared for the Project, and an MND, bearing the State Clearinghouse Number 2020039014, was prepared pursuant to Public Resources Code sections 21064.5 and 21080, subdivision (c), and the State CEQA Guidelines section 15070 et seq.; and

**WHEREAS**, the District distributed a Notice to Intent to Adopt an MND to responsible and trustee agencies, interested members of the public, and individuals who had previously requested to receive notice of CEQA documents on March 6, 2020, pursuant to State CEQA Guidelines section 15072; and

**WHEREAS**, the thirty-day public review and comment period began on March 6, 2020 and ended on April 6, 2020, pursuant to Public Resources Code section 21091(b); and

**WHEREAS**, the District also provided copies of the draft MND and Initial Study to the State Clearinghouse for a thirty-day state agency review and comment period beginning on March

6, 2020 and ending on April 6, 2020; and

**WHEREAS**, the District received three written comment letters during the public and state agency review periods; and

**WHEREAS**, District has reviewed all comment letters received during the public and state agency review periods. Relevant suggested changes have been incorporated into the final MND; and

**WHEREAS**, the District initiated consultation with the three Native American tribes regarding tribal cultural resources who have registered with the District pursuant to Public Resources Code section 21080.3.1. Two of the notified tribes did not request consultation within the 30-day period established by Public Resources Code section 21082.3(d)(3). The remaining notified tribe requested additional information on the project, but did not wish to engage in the consultation process pursuant to Public Resources Code section 21082.3(d)(2). Under these circumstances, Public Resources Code section 21082.3(d) permits the District to adopt the Mitigated Negative Declaration; and

**WHEREAS**, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the District has prepared a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects (the “Mitigation Monitoring and Reporting Program”); and

**WHEREAS**, as contained herein, the District has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

**WHEREAS**, the District has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

**WHEREAS**, all of the findings and conclusions made by the Board of Directors pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

**WHEREAS**, the Board of Directors has reviewed the MND, Initial Study, and all other relevant information contained in the record regarding the Project; and

**WHEREAS**, on April 15, 2020, at its regularly-scheduled meeting, the public was afforded an opportunity to comment on the Project and the MND and the Initial Study, and the Board of Directors discussed and considered the Project and the MND and the Initial Study; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

**NOW THEREFORE**, the Board of Directors does hereby resolve as follows:

**SECTION 1. Purchase of the Property.** The Board of Directors hereby exercises its option to purchase the Property at the purchase price and subject to the other terms and conditions as set forth in the Agreement. The General Manager shall send any notices or take any actions necessary to complete the purchase of the Property as set forth in the Agreement or otherwise necessary.

**SECTION 2. Compliance with the California Environmental Quality Act.** As the decision-making body for the Project, the Board of Directors has reviewed and considered the information contained in the MND, Initial Study, Additional Information, and administrative record, on file with the District and available for review at 6230 Sylvan Road Citrus Heights, California. The Board of Directors finds that the MND, Initial Study, and Additional Information have been completed in compliance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: “CEQA”) and the State CEQA Guidelines.

**SECTION 3. Findings on Environmental Impacts.** In the District’s role as the lead agency under CEQA, the Board of Directors finds that the MND, Initial Study, and Additional Information contain a complete and accurate reporting of the environmental impacts associated with the Project. The Board of Directors further finds that the documents have been completed in compliance with CEQA and the State CEQA Guidelines. The District further finds that all environmental impacts of the Project are either insignificant or can be mitigated to a less than significant level pursuant to the mitigation measures outlined in the MND, Initial Study, Additional Information, and the Mitigation Monitoring and Reporting Program. The Board of Directors further finds that there is no substantial evidence in the record supporting a fair argument that the Project may result in significant environmental impacts, and that any comments received regarding the Project have been examined and determined to not modify the conclusions of the MND. The Board of Directors finds that the MND, Initial Study, and Additional Information contain a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment of the Board of Directors.

**SECTION 4. Adoption of Mitigated Negative Declaration and Additional Information.** The Board of Directors hereby approves and adopts the MND and Additional Information prepared for the Project, attached hereto as Exhibit “A.”

**SECTION 5. Adoption of the Mitigation Monitoring and Reporting Program.** The Board of Directors hereby approves and adopts the Mitigation Monitoring and Reporting Program prepared for the Project, attached hereto as Exhibit “B.”

**SECTION 6. Custodian of Records.** The documents and materials that constitute the record of proceedings on which these findings are based are located at 6230 Sylvan Road Citrus Heights, California. The General Manager is the custodian of the record of proceedings.

**SECTION 7. Notice of Determination.** Staff is directed to file a Notice of Determination with the County of Sacramento and the State Clearinghouse within five (5) working days of approval of the Project.

**SECTION 8. Execution of Resolution.** The President of Board of Directors shall sign this Resolution and the Board Secretary shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2020.

AYES:

NOES:

ABSENT:

ABSTAINED:

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Raymond Riehle, President

ATTEST:

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Madeline Henry, Chief Board Clerk

**EXHIBIT “A”**

**Mitigated Negative Declaration and  
Additional Information to the Mitigated Negative Declaration**

# Initial Study & Mitigated Negative Declaration

Citrus Heights Water District  
Highland Avenue Well Project

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Prepared for:  
Citrus Heights Water  
District

April 2020

Prepared by:



Consulting  
Engineers and  
Scientists





# **Initial Study & Mitigated Negative Declaration**

## **Citrus Heights Water District Highland Avenue Well Project**

Prepared for:

Citrus Heights Water District  
P.O. Box 286  
6230 Sylvan Road  
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Appendix A – Project Site Photos

# Abbreviations and Acronyms

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µg/m <sup>3</sup>	micrograms per cubic meter
APE	Area of Potential Effect
APN	Accessor Parcel Number
AFY	acre-feet per year
ASR	Aquifer storage and recovery
bgs	below ground surface
BMP	Best Management Practices
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CalFire	California Department of Forestry and Fire Protection
CalOSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CARB	California Air Resource Boards
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CGS	California Geologic Survey
Church/School	First Apostolic Church / Faith Christian Academy
CHWD	Citrus Heights Water District
City	City of Citrus Heights
CO	carbon monoxide
County	Sacramento County
dB	decibels
dBA	A-weighted decibels
DOC	California Department of Conservation
DPR	Department of Parks and Recreation
EIR	Environmental Impact Report
EMD	Environmental Management Department
EPA	U.S. Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FMMP	Farmland Mapping and Monitoring Program
GEI	GEI Consultants, Inc.
GGRP	Greenhouse Gas Reduction Plan
GHG	greenhouse gas
gpm	gallons per minute
HCP	Habitat Conservation Plans
IS/MND	Initial Study/Mitigated Negative Declaration
KWh	kilowatts per hour
Ldn	day-night average noise level
Leq	equivalent continuous sound level in decibels
LOS	level of service
mg/m <sup>3</sup>	milligrams per cubic meter
mph	miles per hour
NAAQS	National Ambient Air Quality Standards

NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plans
NCIC	North Central Information Center
NO <sub>2</sub>	nitrogen dioxide
NPDES	National Pollutant Discharge Elimination System
O <sub>3</sub>	ozone
O&M	Operations and Management
PG&E	Pacific Gas and Electric
PM	particulate matter
PM <sub>10</sub>	particulate matter less than 10 microns in diameter
PM <sub>2.5</sub>	particulate matter less than 2.5 microns in diameter
ppm	parts per million
PRC	Public Resources Code
proposed project/project	Highland Avenue Well Project
RD2	General Plan Land Use Designation and Zoning Designation
RPA	registered professional archaeologist
RWA	Regional Water Authority's
SCADA	supervisory control and data acquisition
SGA	Sacramento Groundwater Authority's
SMAQMD	Sacramento Metropolitan Air Quality Management District
SMUD	Sacramento Municipal Utility District
SO <sub>2</sub>	sulfur dioxide
SRCSD	Sacramento Regional County Sanitation and Sacramento Area Sewer Districts
SRPD	Sunrise Recreation and Park District
SVAB	Sacramento Valley Air Basin
TDS	total dissolved solids
USGS	United States Geological Survey



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# 1.0 Introduction

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The Citrus Heights Water District (CHWD) has prepared this Initial Study/proposed Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines to address the potentially significant environmental impacts of the proposed Highland Avenue Well Project (Project) in Sacramento, California. CHWD is the lead agency under CEQA.

After the required public review of this document is complete, the CHWD Board of Directors will consider all comments received on the IS/MND, the entirety of the administrative record for the Project, and whether to adopt the proposed MND and a Mitigation Monitoring and Reporting Program, and approve the Project.

## 1.1 Purpose of Initial Study

This document is an IS/MND prepared in accordance with CEQA (California Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations [CCR]). The purpose of this IS is to (1) determine whether Project implementation would result in potentially significant or significant impacts on the physical environment; and (2) incorporate mitigation measures into the Project design, as necessary, to eliminate the Project's potentially significant or significant impacts or reduce them to a less-than-significant level. An MND is prepared if the IS identified potentially significant impacts.

An IS presents environmental analysis and substantial evidence in support of its conclusions regarding the significance of environmental impacts. Substantial evidence may include expert opinion based on facts, technical studies, or reasonable assumptions based on facts. An IS is neither intended nor required to include the level of detail provided in an environmental impact report (EIR).

CEQA requires that all State and local government agencies consider the potentially significant and significant environmental impacts of projects they propose to carry out or over which they have discretionary authority, before implementing or approving those projects. The public agency that has the principal responsibility for carrying out or approving a proposed project is the lead agency for CEQA compliance (State CEQA Guidelines, CCR Section 15367). CHWD has principal responsibility for carrying out the Project and is therefore the CEQA lead agency for this IS/MND.

If there is substantial evidence (such as the findings of an IS) that a proposed project, either individually or cumulatively, may have a significant or potentially significant impact on the physical environment, the lead agency must prepare an EIR (State CEQA Guidelines, CCR Section 15064[a]). If the IS concludes that impacts would be less-than-significant, or that mitigation

measures committed to by CHWD would clearly reduce impacts to a less-than-significant level, a Negative Declaration or MND can be prepared.

CHWD has prepared this IS to evaluate the potential environmental impacts of the Project and has incorporated mitigation measures to reduce or eliminate any potentially significant project-related impacts. Therefore, an MND has been prepared for this Project.

## 1.2 Summary of Findings

Chapter 3 of this document contains the analysis and discussion of potential environmental impacts of the Project. Based on the issues evaluated in that chapter, it was determined that:

The Project would result in no impacts on the following issue areas:

- Agriculture
- Mineral Resources
- Public Services
- Recreation
- Wildlife

The Project would result in less-than-significant impacts on the following issue areas:

- Aesthetics
- Energy
- Geology and Soils
- Greenhouse Gas
- Hazards and Hazardous Waste
- Land Use and Planning
- Population and Housing
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

The Project would result in less-than-significant impacts *after* mitigation implementation on the following issue areas:

- Air Quality
- Biological Resources
- Hydrology and Water Quality
- Noise

## 1.3 Other Key Public Agencies Relying on this IS/MND

CEQA requires that State and local governmental agencies consider the environmental effects of projects over which they have discretionary authority before taking action on those projects (Public Resources Code [PRC] Section 21000 et seq.). CEQA also requires that each lead agency avoid or mitigate to less-than-significant levels, wherever feasible, the significant environmental effects of projects it approves or implements.

As described later in Chapter 2, “Project Description,” to create the parcel for the Project (see Figure 1-1), CHWD would be requesting a Lot Line Adjustment from the City of Citrus Heights. The Subdivision Map Act allows minor adjustments of property lines between contiguous parcels, as long as the Lot Line Adjustment does not create a greater number of parcels than originally existed. CHWD would be required to submit an application to the Engineering Division of the City of Citrus Heights, including supporting documents, and fees.

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## **2.0 Project Description**

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This chapter describes the proposed Highland Avenue Well Project (Project). The Project location and policy framework are described along with existing conditions, objectives, activities, operations, and discretionary actions and approvals that may be required.

### **2.1 Project Location**

The Project would be constructed on a 0.52-acre portion of an existing 1.0-acre parcel, Assessor's Parcel Number (APN) 211-0192-087. The parcel is addressed at 7725 Highland Avenue in Citrus Heights (see Figures 2-1 and 2-2). The Project site is located in the southwestern quarter of Section 25 in Township 10 North, Range 6 East. As a result of a proposed Lot Line Adjustment, the lot would be split in half with the well to be constructed on the northern half of the parcel.

### **2.2 Policy Framework**

The Project is consistent with and implements the CHWD's responsibilities and obligations under the Sacramento Water Forum Agreement as a San Juan Water District consortium member (April 2000, updated October 2015), the Regional Water Authority's (RWA) American River Basin Integrated Regional Water Management Plan (June 2006, updated 2013), and the Sacramento Groundwater Authority's (SGA) Groundwater Management Plan (December 2008, revised December 2014). The facilities constructed under the Project would directly serve to operate and maintain the groundwater basin for use in drought years through conjunctive use, and water efficiency/conservation programs as provided by the regional water plans cited above.

CHWD is participating in the conjunctive management of the North American River groundwater subbasin through the RWA and the SGA. In 2019, RWA obtained Proposition 1 grant funding to implement a conjunctive use program under the Integrated Regional Water Management Program. This program will use the region's surface water when it is abundant, thus allowing the groundwater aquifers to recharge. During dry to critically dry years, the member agencies will use groundwater to meet their demands, allowing surface water to be used to meet other needs. Implementing this conjunctive management program required the construction of infrastructure to provide water supply flexibility and redundancy in the distribution systems. CHWD historically has relied upon surface water to meet its needs, with its groundwater wells being used for main system pressure in localized areas. CHWD's participation in the groundwater conjunctive use program required that CHWD construct new groundwater wells to firm up its source water supply. Part of the conjunctive use program would also allow the well to be used for aquifer storage and recovery (ASR) where treated surface water could be injected into the aquifers during times of abundant surface water and then later extracted during potentially dry years when surface water supplies may not be adequate, such as in 2015. The Highland Avenue well is estimated to produce about 1,500 gallons per minute (gpm) of potable water with only 30 feet of drawdown in the well.

**Figure 2-1. Project Location Map**

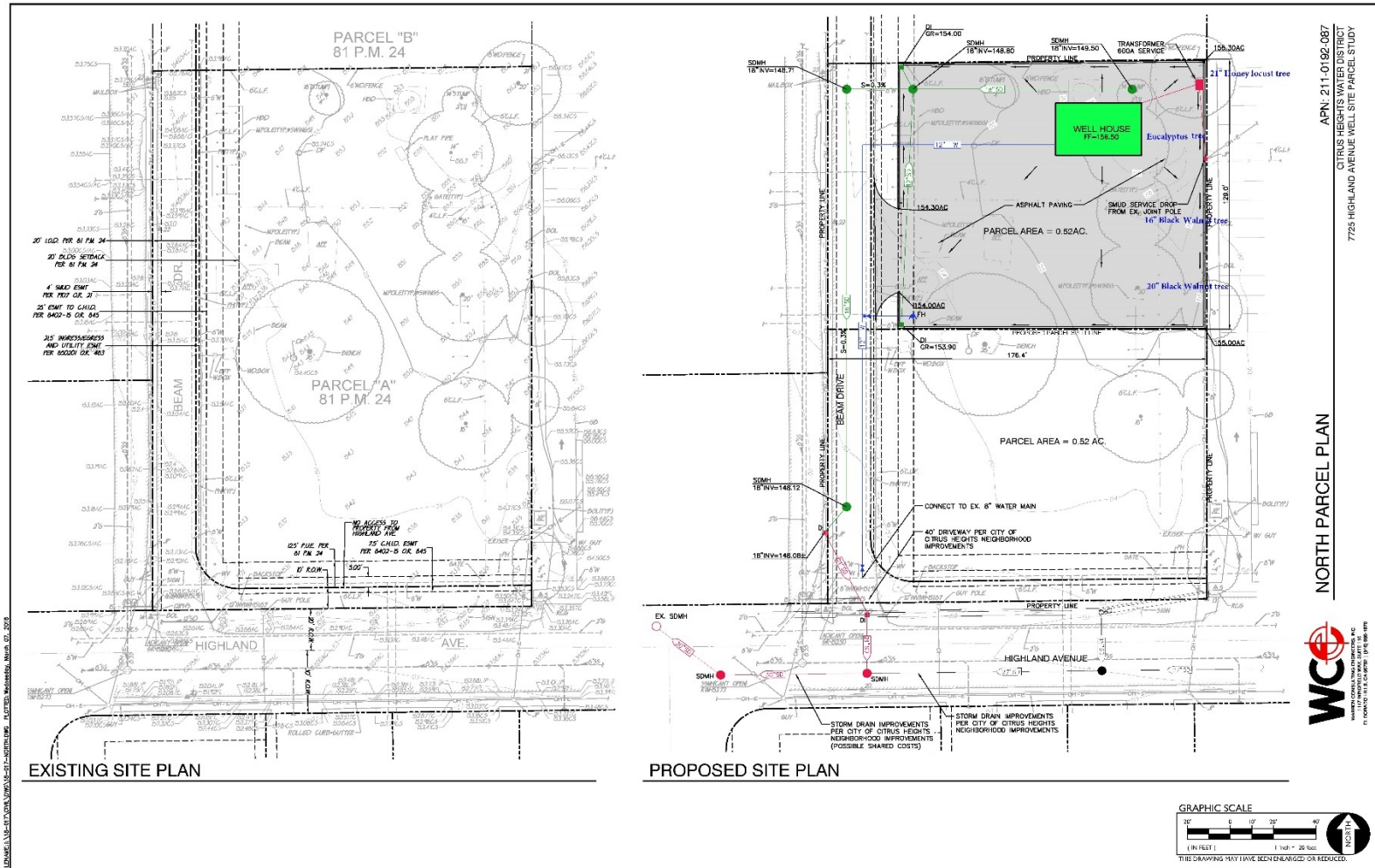


Figure Source: GEI Consultants, Inc.2020.

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Figure 2-2. Site Plan





## 2.3 Existing Conditions

The Project site is currently undeveloped. The Project site was formerly owned by the First Apostolic Church. There is a fence line running east-west that bisects the property. The northern portion of the site, where the Project will be constructed, is smaller than the southern portion. The northern portion appears to be part of a former playground area, but all play equipment has been removed from the northern portion. The southern portion is used presently as a playground with swing sets and climbing structures. The property to the east is the location of the Faith Christian Academy, a school for Kindergarten through 8<sup>th</sup> Grade.

There are 4 trees located on the northern portion of the site, 1 *Eucalyptus sideroxylon* (red iron bark), 2 *Juglans nigra* (black walnut) and 1 *Gleditsia triacanthos* (honey locust). On the southern portion of the site there is a *Platanus × acerifolia* (London plane).

The Project site is bounded to the north by an existing single-family home, to the west by Beam Drive and to the south and east by the above-described playground. The southern portion of the site is adjacent to Highland Avenue. On opposite sides of Beam Drive and Highland Avenue are single-family homes (*see Appendix A* for site photos).

The Project site would be accessed via Beam Drive, a paved private road off Highland Avenue. CHWD has a 25-foot easement parallel to the private road leading to the well property, and an access agreement with the owners of the road.

A test hole was drilled on the property which proved aquifers are present and that a well-constructed on the property could supply about 1,500 gpm of water that meets all drinking water standards.

## 2.4 Project Objectives

The Project consists of the construction and operation of a municipal water supply well and pump station within the service area of the CHWD. The proposed Highland Avenue Well is intended to provide the CHWD directly, and the region indirectly, with additional water resources for typical municipal and industrial uses, or other purposes as determined by the CHWD to:

- Supplement surface water entitlements in the event of a long- or short-term drought or surface water curtailment.
- Operate and maintain the underlying groundwater basin under a regional conjunctive use program.
- Enhance the reliability and redundancy of water supplies that are available to serve the CHWD's customers.
- Serve as a source of water supply in the event of a water infrastructure or water supply emergency.

- Serve as source of water supply to help meet the CHWD’s maximum day and peak hour water supply needs.
- Provide price stability in anticipation of projected price increases for water purchases.
- Provide additional resources for fire flow requirements.

## **2.5 Proposed Project**

The Project will consist of three phases: 1) construction of the well and testing, 2) construction of the pumping plant, and 3) long-term operation of the well for water supply. Each phase is described below. Between phases 1 and 2, up to six months of inactivity may occur.

During the well and pumping plant construction phases of the work, all construction activities would implement stormwater pollution prevention Best Management Practices (BMP) designed to reduce potential impacts to water quality and in accordance with the guidelines of the Sacramento Stormwater Management Program as follows:

- Comply with the requirements of the “General Permit for Stormwater Discharges Associated with Construction Activity”,
- Preserve all existing vegetation on site where possible,
- Schedule as much project work as possible during the dry season,
- Stabilize the construction access route,
- Protect storm drain inlets,
- Use other Best Management Practices as necessary, including applying rainy season erosion controls, managing stockpiles, disposing of well development water properly, and correctly managing and disposing of construction wastes,
- Maintain all Best Management Practices, and
- Stabilize the site after construction is complete.

### **2.5.1 Phase 1: Well Construction and Testing**

The construction and development of the well will take about 45 days to complete with periods of inactivity of 3 to 7 days between activities. All deliveries will be made during non-peak hour periods for the adjacent school when parents are dropping off or picking up their children.

In preparation for drilling, three of the four trees on the northern portion of the site (the eucalyptus; the honey locust; and the smaller, more northerly, black walnut) will be removed to allow for access for the drill rig and support equipment and material storage and for installation of the

transformer (Figure 2-2). The larger black walnut can remain in place. The London plane tree on the southern portion of the site can also remain in place.

Temporary sound barriers (16-foot tall) will be erected around the perimeter of the Project site to reduce noise effects on neighbors. Temporary fencing may also be installed to protect the public from the work area. Temporary, downward-facing, lighting will also be established to light the work area. Sanitary facilities (port-a-potty) will be brought onto site and cleaned weekly. Upon completion of the Project, all of the equipment and temporary facilities will be removed from the Project site.

A diesel-powered drill rig and support equipment will be mobilized to the Project site over a two to three-day period. About six semi-truck loads of equipment will be delivered to the site during this period. Twice per day, the construction workers will arrive in one to two pickup trucks.

Construction of the water supply well would consist of installing and sealing both outer temporary and permanent conductor casings. Well construction would begin by drilling a 48-inch hole to a depth of 80 feet. Thirty-inch diameter steel well casing will be placed into the hole and surrounded by concrete to provide the primary sanitary protection of the well in accordance with State and County regulations. An 18-inch pilot borehole beneath the conductor casing then would be drilled to a depth of 435 feet and then reamed to 28-inch diameter. Water for the well drilling and construction operations would be obtained by installing temporary hoses along the eastern edge of Beam Drive to an existing fire hydrant in front of 6828 Beam Drive. The hoses will cross one driveway where a temporary berm will be created to protect the hose(s) while maintaining access to the driveway and home.

Stainless steel well casing and screen (up to forty-foot lengths) will be delivered to the Project site and placed into the reamed borehole. The well will be constructed to a depth of 425 feet below ground surface (bgs) and draw groundwater through the well screens from three intervals between 220 and 415 feet bgs. The lower portions of the well casing and screen will be surrounded with a gravel pack and the upper portions with concrete. About six to eight diesel-powered semi-trucks will deliver the casing, screen, and gravel pack to the Project site. All of the materials will be staged on-site or potentially on the adjacent southerly property owned by the Church. Concrete will be delivered to the site in two trips. The operating hours for drilling and well construction will be 24 hours per day for a period of about 10 days with a few days off in between to allow workers to rest.

After construction of the well, the well will be developed using the drill rig, to remove residual drilling fluids and maximize the production capacity of the aquifers and minimize the drawdown. Groundwater will be extracted (air-lifted) from the well at rates of 500 to 2,200 gpm over a period of about 3 days where work will again continue 24 hours per day.

After construction and development are completed, there will be a period of 7 to 14 days where the drilling equipment will be removed from the Project site and a diesel motor driven test pump will be delivered and installed into the well. The well will be pumped (further developed and a step-drawdown test) for short periods of time for about 3 days. All equipment exchanges and

short-term pumping will occur only between the hours of 8:00 AM and 5:00 PM. Following that, a long-term test will be conducted when the well will be pumped continuously for a period of 24 hours. Water quality samples will be collected during this testing and analyzed to confirm that the water meets all drinking water standards. Thereafter, the pump will be removed, and the top of the well will be sealed until the pumping plant construction specifications and drawings are prepared and a contractor is selected. This period of inactivity may last from 3 months to 6 months.

Clear water produced during well development and pump testing will be conveyed by temporary piping laid within CHWD's easement to a storm drain inlet location on the north side of Highland Avenue, outside of the paved road, near the junction with Beam Drive. The water will be discharged under CHWD's existing permit with the State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) permit for Drinking Water Systems. Development water containing solids, including sand and silts, will be contained in settling tank(s) or by other means on-site before being discharged into the storm drain. All other waters will be contained and disposed of off-site at an appropriate facility in compliance with State law.

Drill cuttings (about 70 cubic yards) will be generated during the drilling and the development process and will be disposed of or reused at a landfill or other CHWD or developer site where clean-fill dirt is desired.

Stormwater pollution prevention BMPs will be implemented to reduce potential impacts to water quality during construction in accordance with the Sacramento Stormwater Management Program as follows:

- Comply with the requirements of the "General Permit for Stormwater Discharges Associated with Construction Activity"
- Preserve as much existing vegetation on site where possible
- Schedule as much project work as possible during the dry season
- Stabilize the construction access route
- Protect storm drain inlets
- Use other Best Management Practices as necessary, including applying rainy season erosion controls, managing stockpiles, disposing of well development water properly, and correctly managing and disposing of construction wastes
- Maintain all Best Management Practices
- Stabilize the site after construction is complete

## **2.5.2 Phase 2: Pumping Plant Construction**

The pumping plant facility construction will consist of the construction of a building (well house) around the well to protect the electrical panels, well, pump and motor and to store chlorination chemicals and equipment. Construction of the facilities under Phase 2 will take about 180 days to complete. During this phase of work the construction period the work will be limited to 8:00 AM to 5:00 PM. All deliveries will be made during non-peak hour periods for the adjacent school when parents are dropping off or picking up their children

Work to be completed during this phase of development would include clearing and grading the area around the new pump station building. This work would be accomplished prior to the construction of the well house and all underground facilities.

The well house building would be approximately 22-feet by 33-feet, and approximately 14-feet high. The building would house the well, pumping equipment, disinfection facilities, motor control center (including instrumentation and controls) and station piping. The well house will be constructed in the northern portion of the Project site, which will allow a new well to be constructed in the southern half in the future (70 to 100 years). The well house will be constructed with concrete masonry walls and metal roofing. The building would also have a removable roof section for well and pump access.

Power for the pump and facility will be from an existing power line along the eastern side of the Project site. An electrical service, including underground primary and secondary conduits and conductors from the transformer pad to the motor control center, would be installed to provide power for the pump and operation of associated machinery. Emergency power would be provided by a portable diesel generator that would be brought to the site for testing and in the event of a sustained power outage. CHWD does not plan to install a stationary or portable diesel backup power system at the Project site. Rather, CHWD intends to use rental equipment in the case of an emergency or prolonged power outage. CHWD may periodically test rented equipment at the Project site to maintain connections in good working order and/or to train CHWD personnel in the operation of the generator.

The pump station would be equipped with an electrically driven submersible pump or an aboveground vertical turbine line-shaft pump, station piping to include valves, flanges, gauges and meters, a disinfection system utilizing calcium hypochlorite, air conditioning if necessary, and all other related appurtenances to connect to existing drinking water distribution piping along the northern edge, beneath the sidewalk, of Highland Avenue. The new piping from the well will be placed into a trench dug beneath Beam Drive. A new fire hydrant will be installed along Beam Drive to enhance local fire protection.

In addition to the water pipeline, an underground storm drain pipe will be installed to convey waste pumpage from the well, water from routine controlled testing and rehabilitation of the well, and stormwater runoff from the Project site to the existing Sacramento County municipal storm drain system located along Highland Avenue, a paved public two-way street. There is an existing storm drain inlet on Beam Drive and along Highland Avenue to drain stormwater runoff and reduce road

flooding. Upon completion of the installation of the pipeline portions of Beam Drive, asphalt disturbed by the trenching, will be repaved.

The Project site would be secured with perimeter and interior fencing. An eight-foot masonry wall would be used to reduce noise impacts along the north, south, and eastern boundaries, adjacent to the school and residential parcels. Eight-foot wrought iron fencing would be installed along Beam Drive, the western boundary of the parcel. Vehicular access from Beam Drive would be provided by an iron/steel gate, complete with gate operator, loop detectors, keyed actuators, obstruction detection device, Fire District access and commercial turnaround, and operating transmitters. All fencing and the access gate would be designed in such a manner as to not detract from the residential character of the neighborhood. All parking and driveway areas would be graded and paved with asphalt concrete paving.

### **2.5.3 Long-term Operations**

CHWD plans to use the well under three varying conditions: 1) normal operations 2) as part of their conjunctive use program, and 3) for ASR purposes. Generally speaking, in California, ASR is the enhancement of natural groundwater supplies from a source of treated drinking water. The purpose of ASR is to increase underground water supplies by injecting water into an aquifer in times of abundant supply, and later extracting water when it is needed.

CHWD plans to use the well under normal operations for about 7 days each month to extract groundwater for potable purposes. The well will be turned on and off automatically based on public demand for water.

CHWD, as part of the conjunctive use program, may use the Highland Avenue well, in conjunction with its other wells, to pump groundwater for 180 days to replace surface water supplies annually.

CHWD may elect to use the well for ASR purposes, when surface water supplies are abundant and typically would occur during the winter months of each year or during above average rain years. Treated surface water, that meets all drinking water standards, will be injected into the well and stored in the aquifers until it is needed. CHWD may purchase the treated surface water from one of three sources (San Juan Water District, City of Roseville, or Carmichael Water District) to inject water into the aquifers. These water purveyors all obtain surface water from a common source, the American River.

The injection of surface water will be permitted through the State Water Resources Control Board, General Permit Order, and only after technical studies have proven the injection will have less than a significant effect on the groundwater quality in the aquifers. The technical studies will likely include pilot testing of the injection where the surface water will be stored underground for a period of months and then extracted to confirm the quality of water. The surface water is typically of better quality than in the aquifers and will improve the quality of groundwater once extracted from the well. Once a permit has been obtained by CHWD the injected water may be stored in the aquifers for a period of months to years and will be extracted when needed by CHWD.

During use of the well under any of the above operating conditions CHWD will monitor the well through its supervisory control and data acquisition (SCADA) system used for gathering and analyzing real-time data. Once per week CHWD personnel will visit the site to observe the well and equipment and as necessary make repairs. About once per month, based on the well being used, state required disinfection chemical (calcium hypochlorite in tablet form) will be delivered to the Project site and placed within the well house. The disinfection chemical is injected into the groundwater prior to it being placed into the distribution pipeline to prevent bacteria growth.

## **2.6 Regulatory Requirements, Permits, and Approval**

As the lead agency under CEQA, CHWD has the principal responsibility for approving and carrying out the proposed Project and for ensuring that CEQA requirements and all other applicable regulations are met. Other agencies that may have permitting approval or review authority over portions of the proposed Project are listed below:

- **City of Citrus Heights**—The proposed Lot Line Adjustment application would need to be approved by the City.

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## 3.0 Environmental Checklist

### Project Information

1. Project title:	Highland Avenue Well Project
2. Lead agency name and address:	Citrus Heights Water District
3. Contact person and phone number:	Mr. Brian Hensley (916) 735-7730
4. Project location:	7725 Highland Avenue, Citrus Heights, CA 95610
5. Project sponsor's name and address:	Citrus Heights Water District P.O. Box 286 6230 Sylvan Road Citrus Heights, CA 95611-0286
6. General plan designation:	Very Low Density Residential (City of Citrus Heights)
7. Zoning:	Very Low Density Residential (RD-2) (City of Citrus Heights)
8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)	The project will consist of three phases: 1) construction of the well and testing 2) construction of the pumping plant, and 3) long-term operation of the well for water supply.
9. Surrounding land uses and setting: Briefly describe the project's surroundings:	The property is bounded to the north by an existing single-family home, to the west by Beam Drive and to the east by the First Apostolic Church / Faith Christian Academy (a Church and School) and to the south by a grassy playground used by the church and school. The predominate land use in the vicinity is RD-2.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)	The City of Citrus Heights
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code (PRC) Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?  Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in	United Auburn Indian Community (UAIC), Buena Vista Rancheria of Me Wuk Indians, and Wilton Rancheria requested consultation. Tribal Notification Letters were sent out on February 4, 2020. The UAIC requested additional information and copies of reports prepared on the Project. The other two tribes did not respond to the District's offer. The District responded to the UAIC and produced the requested reports and information. There has been no further communication from the UAIC, and the District has concluded the AB 52 compliance process.

the environmental review process. (See PRC Section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per PRC Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that PRC Section 21082.3(c) contains provisions specific to confidentiality.

## Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. Mitigation measures are proposed for each of these resources, which will reduce impacts to the **less-than-significant** level.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture and Forestry Resources	<input checked="" type="checkbox"/>	Air Quality
<input checked="" type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input type="checkbox"/>	Geology/Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards and Hazardous Materials
<input checked="" type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Mineral Resources
<input checked="" type="checkbox"/>	Noise	<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Wildfire	<input type="checkbox"/>	Mandatory Findings of Significance

## Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



2/10/20

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Signature

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Date

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Brian Hensley

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Water Resources Supervisor

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Print Name

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Title

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Citrus Heights Water District  
Agency

### 3.1 Aesthetics

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>I. AESTHETICS.</b>					
Except as provided in PRC Section 21099, <b>would the project:</b>					
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.1.1 Environmental Setting

The Project is located in the city of Citrus Heights (City), near the western end of Highland Avenue. The Project site resides in a very low to low density residential neighborhood characterized by single-family and multi-family development. The Project site is a single parcel (APN 211-0192-087) that is currently undeveloped with 1 eucalyptus (red iron bark) tree, 2 black walnut trees, 1 honey locust, and 1 London plane tree. The property is bounded to the north by an existing single-family home, to the west by Beam Drive and to the south and east by the First Apostolic Church / Faith Christian Academy (Church/School) grass playfields. The southern grassy playground is adjacent to Highland Avenue. On opposite sides of Beam Drive and Highland Avenue are single-family homes.

The Project site is flat, and the surrounding areas have little variation in topography. Views tend to be blocked by surrounding development and scattered vegetation. There are no California Department of Transportation (Caltrans) designated scenic highways or vistas located in the Project vicinity, nor are such resources visible from the Project site (Caltrans 2020).

### 3.1.2 Discussion

**a) Have a substantial adverse effect on a scenic vista?**

Because no scenic vistas are within the viewshed of the Project and the Project is not within a scenic view, implementation of the Project would not interfere with scenic vistas or adversely affect visual character or quality. Although implementation of the Project would result in a change in the aesthetic character of the site, i.e., converting an undeveloped parcel to a well and pump station, all fencing, and the access gate would be designed in such a manner as to not detract from the residential character of the neighborhood. This would be a **less-than-significant** impact, and no mitigation is necessary.

**b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?**

There are no state or locally designated scenic highways in the vicinity of the Project. Thus, implementation of the Project would not adversely affect scenic resources within a designated scenic highway. There would be **no impact**, and no mitigation is necessary.

**c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

The Project is located in an urbanized area. Further, the Project would not conflict with City zoning or other regulations governing scenic quality. There would be **no impact**, and no mitigation is necessary.

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

Although there is no night lighting on the Project site, urban residential levels of night lighting occur in the vicinity of the site. Lighting is also used by the adjacent Church/School which provides additional sources of residential night lighting.

Lighting proposed for the Project would include temporary, downward-facing lights employed during the work associated with well drilling. Lighting during the construction period would be temporary in nature.

A pole-mounted site light fixture would be installed to the interior of the site to be used in the event that illumination is needed for operations and maintenance activities. The site light fixture would be equipped with shields to limit the amount of light going off site. Similarly, area lights would be mounted to the sides of the building, including adjacent to the building entrances. The pole-mounted light fixture and area lights would be manually operated as necessary only when CHWD personnel are at the site. The pole containing the site light would also contain a directional antenna for SCADA and a security camera directed at the site. Temporary sound walls would be

employed during the period of continuous well drilling and these walls would also serve to attenuate impacts from the lights employed, as well as the noise generated during this period.

Therefore, the lighting associated with the Project would not introduce a substantial, permanent change from the urban light levels already experienced in the area. There would be a **less-than-significant** impact and no mitigation is required.

### 3.2 Agriculture and Forestry Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>II. AGRICULTURE AND FORESTRY RESOURCES.</b>					
<p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. <b>Would the project:</b></p>					
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in PRC Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.2.1 Environmental Setting

The Project site is located in the City in a very low to low density residential neighborhood. The Department of Conservation (DOC) Farmland Mapping and Monitoring Program (FMMP) designates the Project site as Urban and Built-Up Land (DOC 2018). No portion of the site is

designated as prime farmland, unique farmland, or farmland of statewide importance (Citrus Heights 2019a and 2019b). The Project site is not zoned for agriculture use, forestland, or timberland zoned for timberland production.

### **3.2.2 Discussion**

**a, b) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

The Project site is designated as Urban and Built-Up Land and is not subject to a Williamson Act contract. No portion of the Project site is identified as prime farmland, unique farmland, or farmlands of statewide importance. Because the Project would not convert designated farmland to a non-agricultural use, there would be **no impact**. No mitigation is required.

**c, d) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? Result in the loss of forest land or conversion of forest land to non-forest use?**

The Project site is not zoned for forest lands or timberland production, and no such lands exist on the Project site or in the vicinity. Because the Project would not conflict with any existing forest land or timberland productions zoning, and no changes associated with the Project are proposed that would result in the conversion of existing forest land or timber lands, **no impact** would occur. No mitigation is required.

**e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

As stated above, the Project site and the vicinity does not contain farmland and forest land. Because the Project does not involve other changes in the existing environment that could result in the conversion of farmland or forest lands to other uses, **no impact** would occur. No mitigation is required.



### 3.3 Air Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>III. AIR QUALITY.</b>					
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations. <b>Would the project:</b>					
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.3.1 Environmental Setting

The Project is located in the Sacramento Valley Air Basin (SVAB) within Sacramento County (County). The Sacramento Metropolitan Air Quality Management District (SMAQMD) is responsible for obtaining and maintaining air quality conditions in the County.

The Federal Clean Air Act and California Clean Air Act required the U.S. Environmental Protection Agency (EPA) and California Air Resource Boards (CARB) to establish health-based air quality standards at the federal and state levels. National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) were established for the following criteria pollutants: carbon monoxide (CO), ozone (O<sub>3</sub>), sulfur dioxide (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>), particulate matter less than 10 microns in diameter (PM<sub>10</sub>), particulate matter less than 2.5 microns in diameter (PM<sub>2.5</sub>), and lead. Areas of the state are designated as attainment, nonattainment, maintenance, or unclassified for the various pollutant standards according to the Federal Clean Air Act and California Clean Air Act.

An “attainment” designation for an area signifies that pollutant concentrations did not violate the NAAQS or CAAQS for that pollutant in that area. A “nonattainment” designation indicates that a pollutant concentration violated the standard at least once, excluding those occasions when a violation was caused by an exceptional event, as identified in the criteria. A “maintenance” designation indicates that the area previously categorized as nonattainment is currently categorized as attainment for the applicable pollutant; though the area must demonstrate continued attainment

for a specific number of years before it can be re-designated as an attainment area. An “unclassified” designation signifies that data does not support either an attainment or a nonattainment status. The EPA established NAAQS in 1971 for six air pollution constituents. States have the option to add other pollutants, to require more stringent compliance, or to include different exposure periods. CAAQS and NAAQS are listed in Table 3-1.

**Table 3-1. Federal and California Ambient Air Quality Standards and Attainment Status.**

Pollutant	Averaging Time	California Standards Concentration	Federal Primary Standards Concentration
Ozone (O <sub>3</sub> )	8-hour	0.07 ppm (137 µg/m <sup>3</sup> )	0.070 ppm (137 µg/m <sup>3</sup> ) <sup>a</sup>
	1-hour	0.09 ppm (180 µg/m <sup>3</sup> )	--- <sup>b</sup>
Respirable Particulate Matter (PM <sub>10</sub> )	24-hour	50 µg/m <sup>3</sup>	150 µg/m <sup>3</sup>
	Annual Arithmetic Mean	20 µg/m <sup>3</sup>	---
Fine Particulate Matter (PM <sub>2.5</sub> )	24-hour	---	35 µg/m <sup>3</sup>
	Annual Average	12 µg/m <sup>3</sup>	12 µg/m <sup>3</sup>
Carbon Monoxide	8-hour	9.0 ppm (10 mg/m <sup>3</sup> )	9 ppm (10 mg/m <sup>3</sup> )
	1-hour	20 ppm (23 mg/m <sup>3</sup> )	35 ppm (40 mg/m <sup>3</sup> )
Nitrogen Dioxide	Annual Average	0.03 ppm (57 µg/m <sup>3</sup> )	0.053 ppm (100 µg/m <sup>3</sup> )
	1-hour	0.18 ppm (339 µg/m <sup>3</sup> )	0.100 ppm (188 µg/m <sup>3</sup> )
Lead	30-day Average	1.5 µg/m <sup>3</sup>	---
	Rolling 3-Month Average	---	0.15 µg/m <sup>3</sup>
	Quarterly Average	---	1.5 µg/m <sup>3</sup>
Sulfur Dioxide	24-hour	0.04 ppm (105 µg/m <sup>3</sup> )	0.14 ppm (for certain areas)
	3-hour	---	---
	1-hour	0.25 ppm (655 µg/m <sup>3</sup> )	0.075 ppm (196 µg/m <sup>3</sup> )
Sulfates	24-hour	25 µg/m <sup>3</sup>	No Federal Standard
Hydrogen Sulfide	1-hour	0.03 ppm (42 µg/m <sup>3</sup> )	No Federal Standard
Vinyl Chloride	24-hour	0.01 ppm (26 µg/m <sup>3</sup> )	No Federal Standard

Notes: ppm = parts per million; mg/m<sup>3</sup> = milligrams per cubic meter; µg/m<sup>3</sup> = micrograms per cubic meter

Shaded areas indicate that Sacramento County is in non-attainment for that air pollutant standard

a On October 1, 2015, the national 8-hour ozone (O<sub>3</sub>) primary and secondary standards were lowered from 0.075 to 0.070 ppm.

b 1-Hour ozone standard revoked effective June 15, 2005, although some areas have continuing obligations under that standard (“anti-backsliding”).

Source: CARB 2019, EPA 2016, EPA 2017, CHWD 2018.

Under the NAAQS, the County is designated as nonattainment for 8-hour ozone, PM<sub>10</sub>, and PM<sub>2.5</sub>, attainment for CO, NO<sub>2</sub>, SO<sub>2</sub>, lead, and sulfates, and unclassified for hydrogen sulfide (Citrus Heights 2010a). Under CAAQS, the County is designated nonattainment for O<sub>3</sub> and PM<sub>10</sub> (CARB 2019)

The area’s air quality monitoring network provides information on ambient concentrations of air pollutants in the SVAB. SMAQMD operates a monitoring station in Folsom, California, near the Project area, where air quality data for O<sub>3</sub> was obtained. Data for PM<sub>10</sub> and PM<sub>2.5</sub> was obtained

from another site in the County. Table 3-2 compares a 5-year summary of the highest annual criteria air pollutant emissions collected at these monitoring stations with applicable SAAQS, which are more stringent than the corresponding NAAQS. Due to the regional nature of these pollutants, O<sub>3</sub>, PM<sub>2.5</sub>, and PM<sub>10</sub> are expected to be fairly representative of the Project site.

As indicated in Table 3-2, O<sub>3</sub>, PM<sub>2.5</sub>, and PM<sub>10</sub> standards have been exceeded over the past 5 years. A significant increase in particulate matter was experienced in 2018 due to the camp fire in Butte County (SMAQMD 2020).

**Table 3-2. Ambient Air Quality Monitoring Data Measured at the Citrus Heights Area Monitoring Stations.**

Pollutant Standards	2014	2015	2016	2017	2018
<b>1-Hour Ozone (Folsom - Natoma Street)</b>					
Maximum 1-hour concentration (ppm)	<u>0.100</u>	<u>0.114</u>	<u>0.111</u>	<u>0.117</u>	<u>0.105</u>
Days Exceeding <sup>a</sup> CAAQS 1-hour (>0.09 ppm)	7	3	6	4	5
<b>8-Hour Ozone (Folsom - Natoma Street)</b>					
National maximum 8-hour concentration (ppm)	<u>0.084</u>	<u>0.093</u>	<u>0.094</u>	<u>0.086</u>	<u>0.093</u>
State max. 8-hour concentration (ppm)	<u>0.085</u>	<u>0.093</u>	<u>0.095</u>	<u>0.087</u>	<u>0.094</u>
Days Exceeding <sup>a</sup> NAAQS 8-hour (>0.075 ppm)	14	5	13	7	9
Days Exceeding <sup>a</sup> CAAQS 8-hour (>0.070 ppm)	34	11	23	17	18
<b>Particulate Matter (PM<sub>10</sub>) (Del Paso Manor)</b>					
National max. 24-hour concentration (µg/m <sup>3</sup> )	40.0	42.0	31.0	59.0	<u>212.0</u>
State max. 24-hour concentration (µg/m <sup>3</sup> )	42.8	<u>51.4</u>	42.2	<u>65.8</u>	<u>224.0</u>
State max. 3-year average concentration (µg/m <sup>3</sup> )	<u>23</u>	<u>23</u>	19	<u>21</u>	<u>25</u>
State annual average concentration (µg/m <sup>3</sup> )	18.0	18.0	17.6	<u>20.5</u>	<u>24.5</u>
Days Exceeding <sup>a</sup> NAAQS 24-hour (>150 µg/m <sup>3</sup> )	0	0	0	0	12.3
Days Exceeding <sup>a</sup> CAAQS 24-hour (>50 µg/m <sup>3</sup> )	0	0	0	18.6	12.2
<b>Particulate Matter (PM<sub>2.5</sub>) (Del Paso Manor)</b>					
National max. 24-hour concentration (µg/m <sup>3</sup> )	32.0	<u>54.4</u>	<u>46.8</u>	<u>42.0</u>	<u>228.4</u>
State max. 24-hour concentration (µg/m <sup>3</sup> )	39.5	54.5	57.5	45.2	250.0
State annual average concentration (µg/m <sup>3</sup> ) <sup>e</sup>	8.7	10.4	9.7	<u>14.0</u>	<u>16.5</u>
Days Exceeding <sup>a</sup> NAAQS 24-hour (>35 µg/m <sup>3</sup> )	0.0	8.7	3.3	6.2	10.6

Notes: Underlined Values in excess of applicable standard. ppm = parts per million / µg/m<sup>3</sup> = micrograms per cubic meter.

2018 is the latest year of data available as of preparation of this section

a. An exceedance is not necessarily a violation.

Sources: CARB 2020, CHWD 2018

### 3.3.2 Discussion

- a, b) Conflict with or obstruct implementation of the applicable air quality plan?  
Result in a cumulatively considerable net increase of any criteria pollutant**

**for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?**

The SMAQMD has developed a screening process to assist in determining if constructing a project in the County would exceed the construction significance threshold for pollutants. Construction of a project that does not exceed the screening level and meets all the screening parameters will be considered to have a less-than-significant impact on air quality. However, all construction projects, regardless of the screening level, are required to implement SMAQMD's Basic Construction Emission Control Practices (SMAQMD 2020).

Projects that are 35 acres or less in size generally will not exceed CHWD's construction pollutant thresholds of significance. This screening level was developed using default construction inputs in the California Emissions Estimator Model (CalEEMod). This screening level cannot be used to determine if a project's construction emissions will have a less-than significant impact on air quality unless all of the following parameters are met; namely, the project does not:

- Include buildings more than 4 stories tall
- Include demolition activities
- Include major trenching activities
- Have a construction schedule that is unusually compact, fast-paced, involve more than two phases (i.e., grading, paving, building construction, and architectural coatings) occurring simultaneously, or involve cut-and-fill operations (moving earth with haul trucks and/or flattening terracing hills)
- Require import or export of soil materials that will require a considerable amount of haul truck activity (SMAQMD 2020)

The SMAQMD has developed a screening process to assist in determining if CO emissions from operations of a project in the County would exceed SMAQMD's operational significance threshold for CO. Operation of a project that does not exceed the screening level and meets all the screening parameters will be considered to have a less-than-significant impact on air quality.

The Project will result in a less-than-significant impact to air quality for local CO if:

- Traffic generated by the proposed project will not result in deterioration of intersection level of service (LOS) to LOS E (unstable flow at or near capacity levels) or F (forced traffic flow in which the amount of traffic approaching a point exceeds the amount that can be served).
- The project will not contribute additional traffic to an intersection that already operates at LOS of E or F (SMAQMD 2020).

CHWD has developed screening levels to help lead agencies analyze operational reactive organic gas, oxides of nitrogen, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions from projects in the County. The screening levels shall not be used to evaluate operational emissions from projects that have one or more of the following characteristics:

- The project will include wood stoves or wood-burning appliances
- The project does not include Best Management Practices (BMP) for PM emissions
- Project trip generation rates are expected to be greater than the default trip rates in CalEEMod. The default trip rates in CalEEMod, which can be viewed in the Operational-Mobile Vehicle Trips tab, are based on standard rates from the Institute of Transportation Engineers Trip Generation Manual
- The vehicle fleet mix for the project is expected to be substantially different from the average vehicle fleet mix for the County. For example, the fleet mix associated with an industrial land use project will likely consist of a high portion of heavy-duty trucks
- The project will include mixed-use development
- The project will include any industrial land use types (possibly including stationary sources of emissions)

The Project would not include any of the disqualifying characteristics cited above. The pump and associated facilities would be powered by electricity. Implementation of the Project would not result in construction or operational emissions in excess of SMAQMD significance criteria.

The Project site is approximately 1-acre in size. There will be some grading around the well to allow the site to match the adjacent residential sites. Since the Project site is relatively small and would not require an excess amount of truck trips during construction or operation, the Project would meet SMAQMD screening criteria. Construction of a project that does not exceed the screening level, meets all the screening parameters, and implements the SMAQMD's Basic Construction Emission Control Practices, also known as BMPs, would be considered to have a less-than-significant impact on air quality (SMAQMD 2020). Implementation of the following mitigation measure would ensure that BMPs would be implemented during project construction, and this impact would be **less-than-significant after mitigation**.

### **Mitigation Measure 1**

All projects are subject to SMAQMD rules in effect at the time of construction. Control of fugitive dust is required by CHWD Rule 403 and enforced by SMAQMD staff. CHWD shall implement, or require its contractors to implement, all of the following measures as identified by SMAQMD:

#### *Basic Construction Emission Control Practices*

- Water all exposed surfaces twice a day – exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least 2 feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- Use wet power vacuum street sweepers to remove any visible track out mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by CCR, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.
- Maintain all construction equipment in proper working condition according to manufacturer’s specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.

**c) Expose sensitive receptors to substantial pollutant concentrations?**

Some members of the population are especially sensitive to emissions of air pollutants and should be given special consideration during the evaluation of a project’s air quality impacts. These people include children, senior citizens, and persons with pre-existing respiratory or cardiovascular illnesses, and athletes and other who engage in frequent exercise, especially outdoors. Sensitive receptors include schools, residences, playgrounds, childcare centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The Project site is within a residential neighborhood, and there is a Church/School adjacent to the Project site.

During construction, most of the particulate matter (PM2.5 and PM10), emissions are released in the form of fugitive dust during ground disturbance activities, mostly during the drilling and grading phases. PM emissions are also generated in the form of equipment exhaust and re-entrained road dust from vehicle travel on paved and unpaved surfaces. Impacts from PM emissions will be temporary and will go back to normal after completing the construction phase.

Emergency power would be provided by a portable diesel generator that would be brought to the site for testing and in the event of a sustained power outage. CHWD does not plan to install a stationary or portable diesel backup power system at the Project site. Rather, CHWD intends to use rental equipment in the case of an emergency or prolonged power outage. The CHWD may

periodically test rented equipment at the Highland Avenue Well site to maintain connections in good working order and/or to train CHWD personnel in the operation of the generator.

With the implementation of Mitigation Measure 1, significant impacts to sensitive receptors during construction would be reduced to **less-than-significant**.

**d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

During construction, there will be diesel-powered equipment in use on the Project site that will produce minor and temporary odors. During operation, the Project would consist of the operation of an electrically powered pump. No odors would be generated by this use. Potential odor effects would be **less-than-significant**, and no mitigation is necessary.

### 3.4 Biological Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>IV. BIOLOGICAL RESOURCES.</b>					
<b>Would the project:</b>					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on State or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



### **3.4.1 Environmental Setting**

The Project is located in the City in a very low to low density residential neighborhood characterized by single-family and multi-family development. The Project site is a single parcel (APN 211-0192-087) that is currently undeveloped with 1 eucalyptus (red iron bark) tree, 2 black walnut trees, 1 honey locust tree, and 1 London plane tree.

The site is bounded to the north by an existing single-family home, to the west by Beam Drive and to the east by a church and school. The southern portion of the parcel is a grassy playground, used by the church and school.

There are no surface water features located within the Project site boundary. Review of aerial imagery from 1993 to 2019 does not indicate that any surface water features were ever present on the site (see Figure 2-1). Annual mowing and grading for property maintenance and weed control have adversely affected native biological resources on the Project site.

### **3.4.2 Discussion**

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?**

The biological habitat on the Project site has been disturbed historically by grading and mowing. Implementation of the Project would remove nonnative grassland habitat for common urban species. The Project also would require removal of four trees, which may provide nesting habitat for species protected by the Migratory Bird Treaty Act. If construction occurred during the nesting season, nesting birds could be disturbed leading to nest abandonment. Therefore, implementation of the Project could have an adverse impact on nesting birds. Implementation of the following mitigation would ensure that nesting birds would be identified prior to the start of construction, and that appropriate mitigation is implemented to avoid disturbance.

#### **Mitigation Measure 2**

CHWD or the construction contractor shall schedule vegetation removal and ground clearing activities prior to the initiation of nesting activity (February) or after fledging (end of August). If CHWD determines that it is infeasible to avoid construction during the nesting season, a qualified biologist shall conduct pre-construction surveys between February 1 and August 31 in potential nesting habitat to identify nest sites. If an active raptor nest or sensitive natural communities are observed within 500 feet of the Project site, CHWD shall contact California Department of Fish and Wildlife (CDFW) for guidance and/or establish a 500-foot-buffer around the nest tree. If a passerine bird or other non-raptor nest is observed during surveys, a 100-foot-buffer around the nest shall be established or consultation with CDFW shall be conducted for a reduced buffer zone based on nesting phenology, site conditions, and recommendation(s) of a biological monitor. Construction activities in the buffer zone shall be prohibited until the young have fledged.

With implementation of Mitigation Measure 2, impacts to protected bird species would be reduced to a **less-than-significant** level.

**b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Neither riparian habitat nor sensitive natural communities are located on or near the Project site. Thus, the Project would have **no impact** on riparian habitat or sensitive natural communities, and no mitigation is necessary.

**c) Have a substantial adverse effect on state- or federally-protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No potentially jurisdictional wetlands or Wetlands of the State or United States were identified on or near the Project site. Because the Project would not affect protected wetlands, **no impact** would occur. No mitigation is required.

**d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

The Project area does not provide habitat for native resident or migratory fish. There are no wildlife nursery sites located on or near the Project site. Migratory birds may be present during construction. With implementation of Mitigation Measure 2, impacts to protected bird species would be reduced to a **less-than-significant** level.

**e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

In preparation for drilling, three trees will be removed from the Project site to allow for access for the drill rig and support equipment and material storage. The trees include the eucalyptus (red iron bark), the honey locust, and one of the two black walnuts. The City's Tree Preservation and Protection ordinance (Chapter 106.39) protects mature trees 19 inches or more in diameter, except Eucalyptus, among others. The black walnut that will be removed is less than 19 inches in diameter, so is not a protected tree. The eucalyptus is also not a protected tree. The honey locust tree is a protected tree because it is mature and greater than 19 inches in diameter. However, the Tree Preservation Ordinance exempts removal of trees for the protection of existing electrical power or communication lines. The honey locust tree is growing into existing powerlines (Figure 3-1). Therefore, the removal of the honey locust tree may be considered exempt from the Tree Preservation Ordinance because of its location growing into the overhead powerline.

In the event that the City determines that the honey locust tree is not exempt, implementation of Mitigation Measure 3 would ensure that loss of protected trees would be compensated as required

by the City. Implementation of the following mitigation measure would ensure compliance with the City's Tree Preservation and Protection ordinance, and this impact would be less-than-significant after mitigation.



**Figure 3-1. Photo of Project Site Looking North Towards Honey Locust Tree**



### Mitigation Measure 3

During Project design and construction, CHWD shall avoid jurisdictional trees, including their protected zones as defined by Chapter 106.39 of the Citrus Heights Municipal Code. The CHWD or its contractor shall implement the standard policies and procedures set forth in Section 106.39.050 of the City's Municipal Code during the design and construction of proposed improvements. In the event that a protected tree cannot be avoided, CHWD or its contractor shall obtain a Tree Permit from the City and implement all requirements of the permit. The City may condition any Tree Permit involving removal of a protected tree upon the replacement of trees in kind. The replacement requirement shall be calculated based upon an inch for an inch replacement of the diameter at breast height. Alternatively, the City may require instead payment of a cash contribution based upon the cost of purchasing, planting, irrigating and maintaining the required number of 15 gallon trees. The cash contribution shall be deposited into the Tree Mitigation Fund.

With implementation of the above measures, any loss of protected trees would be compensated as required by the City. As mitigated, the Project would not conflict with any local ordinances or plans and there would be a **less-than-significant** impact.

**f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?**

There are no Habitat Conservation Plans (HCP), Natural Community Conservation Plans (NCCP), or other approved habitat conservation plans on or near the Project site. Because the Project would not affect an HCP, NCCP, or other habitat conservation plan, **no impact** would occur. No mitigation is required.



### 3.5 Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>V. CULTURAL RESOURCES.</b>					
<b>Would the project:</b>					
a) Cause a substantial adverse change in the significance of a historical resource pursuant to CCR Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CCR Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including remains interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.5.1 Environmental Setting

On January 23, 2020, GEI Consultants, Inc. (GEI) archaeologist Matthew Chouest, a registered professional archaeologist (RPA), conducted research of the Area of Potential Effect (APE) and a surrounding quarter-mile radius at the North Central Information Center (NCIC). The records search included a review of NCIC’s United States Geological Survey 7.5-minute topographic base maps indicating previously conducted investigations and previously reported cultural resources, Department of Parks and Recreation 523 forms, and California Historic Landmarks documentation. The records search identified no cultural resources within the APE or within a quarter mile radius. One report encompasses the project area (Table 3-3), and 1 study was carried out within a quarter mile of the Project APE (Table 3-4).

**Table 3-3. Reports of Previous Work within Project APE.**

Report No.	Year	Author	Title	Affiliation
10382	2006	Roland, Carol, Ph.D.	City of Citrus Heights Historical Resources Survey	Roland Nawi Associates: Preservation Consultants

**Table 3-4. Reports of Previous Work within a Quarter Mile of Project APE.**

Report No.	Year	Author	Title	Affiliation
6287	2004	PAR Environmental Services, Inc.	Cultural Resources Inventory of Miry Estates Project	PAR Environmental Services, Inc.

A pedestrian survey was completed on January 24, 2020, by Matthew Chouest and no prehistoric or historic archaeological resources were discovered.

### 3.5.2 Discussion

#### a, b) Cause a substantial adverse change in the significance of a historical resource pursuant to in CCR Section 15064.5? Cause a substantial adverse change in the significance of an archaeological resource pursuant to CCR Section 15064.5?

Results of the records search conducted by the NCIC show no recorded prehistoric or historic archaeological resources or historic building or structures on the Project site or within a quarter-mile radius of the site. According to the Background Report prepared for the City's General Plan, the nearest historic structure is located approximately 0.5 miles to the east of the Project site (Citrus Heights 2010b). The Dekay/Sunrise Ranch Home was originally constructed in 1868, but it is not eligible for listing in the California Register of Historical Resources or the National Register of Historic Places due to a lack of historical integrity (Citrus Heights 2010a). Further, the Project would have no impact on the Dekay/Sunrise Ranch Home.

However, Project construction could result in the destruction or degradation of unknown cultural or historic resources. This would be a potentially significant impact. Mitigation Measure 4 would facilitate actions to reduce potential impacts to unknown prehistoric, historic resources, and archaeological resources to a **less-than significant level**.

#### Mitigation Measure 4

Prior to initiation of construction on the project site, CHWD shall require that any construction or improvement plans contain a notation requiring that if any archaeological, cultural, or historical resources, artifacts, or other features are discovered during the course of construction anywhere on the Project site, work shall be suspended in that location until a qualified professional archaeologist assesses the significance of the discovery and provides consultation with CHWD staff. Appropriate mitigation for curation or protection of the resources, as recommended by the archaeologist, shall be implemented upon approval by CHWD. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken.

#### c) Disturb any human remains, including remains interred outside of dedicated cemeteries?

It is not anticipated that human remains, including those interred outside of dedicated cemeteries, would be discovered during ground-disturbance activities with the Project. There is no indication from the record searches or pedestrian survey that human remains are present within the Project site. However, in the event that human remains are discovered during subsurface activities, the human remains, and associated items could be inadvertently damaged. Mitigation Measure 5 would facilitate actions to reduce potential impacts to unknown human remains to a **less-than significant level**.

### **Mitigation Measure 5**

Pursuant to §5097.98 of the California Public Resources Code, and Section 7050.5 of the California Health and Safety Code, in the event of the discovery of any human remains, all work is to stop, and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission (NAHC) shall be adhered to in the treatment and disposition of the remains.



### 3.6 Energy

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>VI. ENERGY.</b>					
<b>Would the project:</b>					
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.6.1 Environmental Setting

Electric power in the City is supplied by the Sacramento Municipal Utility District (SMUD), and natural gas is supplied by Pacific Gas and Electric (PG&E). The County consumed approximately 10,897 million kilowatts per hour (KWh) of electricity in 2018 (California Energy Commission [CEC] 2020).

#### 3.6.2 Discussion

##### a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The Project would involve the installation of electrical panels. Power for the pump and well house will be provided from an existing power line along the eastern side of the site. An electrical service would be installed to provide power for the pump and operation of associated machinery. Emergency power would be provided by a portable diesel generator, that would be rented in case of an emergency or prolonged power outage.

CHWD plans to use the well 7 days a month to extract groundwater for the purpose of obtaining potable water. The well will be turned on and off automatically based on public demand for water. As part of the conjunctive use program, CHWD may use the well, in conjunction with other wells, to replace surface water supplies annually. The well will be used only during times of need and will be shut off when it is not in use.

During construction, use of energy resources would be from loading, hauling, and placing material at the site, and the use of temporary lighting. Energy use from the Project would be limited to use of fuel for short-term, standard operations of construction equipment, hauling trucks and vehicles, and lighting. Emissions associated with fuel use during construction are analyzed in the “Air

Quality” and “Greenhouse Gas Emissions” sections. Project construction use of energy resources would be temporary and would not include unnecessary, inefficient, or wasteful energy use. *See*, Section 2.5.1 for a list of construction equipment and number of personnel onsite during construction. There would be **less-than-significant** impacts and mitigation is not necessary.

**b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?**

The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, beyond what is discussed in the “Air Quality” and “Greenhouse Gas Emissions” sections. The Project will require the use of energy resources for operation of the well but would provide a reliable water supply that would be beneficial to the City. There would be **no impact** and mitigation is not necessary.

### 3.7 Geology and Soils

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>VII. GEOLOGY AND SOILS.</b>					
<b>Would the project:</b>					
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated),), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### **3.7.1 Environmental Setting**

The Project site is located on Fiddyment-Orangevale-Urban land complex, 2 to 8 percent slopes, which is comprised of fine sandy loam to sandy clay loam (Natural Resources Conservation Service [NRCS] 2020). Nearby faults include an unnamed Pre-Quaternary fault that extends from the Deadman Fault, located approximately 11 miles east of the project site and is part of the Foothills Fault system. Another unnamed Pre-Quaternary fault lies approximately 15 miles to the southwest of the project site and is part of the Willows fault zone (California Geological Survey [CGS] 2010a). There are no Alquist-Priolo Earthquake Fault Zones near the project site location (CGS 2020a).

The uppermost geologic formation underlying the soils in the area of the Project is the Pleistocene and Pliocene loosely consolidated deposits formation. The Project site is not located in an area of known paleontological resources (2010b).

### **3.7.2 Discussion**

- a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
  - i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)**

The Project site location is not located within an Alquist-Priolo Earthquake Fault Zone, nor is it in the vicinity of any active faults. The City is located in Seismic Zone 3, as stated in the 2009 International Building Code (Citrus Heights 2010a). Surface rupture is most likely to occur on active faults (i.e., faults that have shown evidence of movement within the last 11,700 years). Damage from surface fault rupture is limited to linear zone generally a few yards wide. There would be **no impact** and no mitigation is necessary.

- ii, iii, iv) Strong seismic ground shaking, Seismic-related ground failure, including liquefaction, or Landsides?**

Strong earthquakes generally create ground shaking, effects of which are reduced with increased distance from the earthquake epicenter. The earthquakes intensity, duration, and distance from the project site will determine the area affected by ground shaking. Although there are no active faults in the vicinity of the Project site, there is still potential for ground shaking to occur. The region has experienced ground shaking from distant faults even though no recent movement has been recorded locally. The primary risk associated with seismic activity would involve minor ground shaking from distant faults (Citrus Heights 2010a). The Project would follow standard construction practices and comply with CHWD standards, which are consistent with California Building Code requirements for the state of California. Following these standards would limit seismic hazards to levels deemed acceptable in the state and region.

Soil liquefaction is a phenomenon that occurs when soils become saturated and lose shear strength in response to strong ground shaking. This typically occurs in soils that are loosely packed and have higher porosity and low permeability. The City's General Plan Background Report states that soils within the City limits have a low susceptibility to liquefaction, therefore the soils at the Project site would not be at risk of liquefaction.

The Project site consists of a flat, undeveloped parcel with 1 red iron bark tree on the northern portion of the site, 2 black walnuts, and 1 London plane along the edges of the site. There are no steep slopes that would pose a landslide risk. Grading would occur around the pump station building but would be minor and therefore not significant. There would be **less-than-significant** impacts and no mitigation is necessary.

**b) Result in substantial soil erosion or the loss of topsoil?**

The Project site consists of flat land with no steep slopes that pose a landslide risk on the Project site location. During construction some clearing, and grading activities would occur around the pumping station that could result in temporary and short-term disturbance of soils, leading to soil erosion. The soil within the Project area; Fiddymment-Orangevale-Urban land complex, 2 to 8 percent slopes, exhibit slight to moderate hazards of water erosion (NRCS 2020).

Stormwater pollution prevention BMPs would be implemented to reduce potential impacts to water quality during construction as described in Section 2.

Due to the flat topography of the Project site, implementation of the above-mentioned BMPs, and engineered drainage system, the Project would result in minimal soil erosion. There would be **less-than-significant** impacts and no mitigation is necessary.

**c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?**

The Project would result in **less-than-significant** impacts and no mitigation is necessary. *See* response to Question "a" above.

**d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?**

The soil present at the Project site can experience low to high expansion. Typically, common engineering solutions can remedy potential expansive soils. No structures intended for human use will be constructed on the Project site. The site will be visited once a week to observe the well and equipment and make repairs as necessary. There will be **less-than-significant** impacts and mitigation is not necessary.

**e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

The Project would not require the use of on-site wastewater treatment or disposal. There would be **no impact** and mitigation would not be necessary.

**f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Since the Project site is not located in an area of known paleontological resources, and there are no unique geological features present within the area, no adverse effects to these resources would occur. This would be a **less-than-significant** impact and no mitigation is necessary.

### 3.8 Greenhouse Gas Emissions

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>VIII. GREENHOUSE GAS EMISSIONS.</b>					
<b>Would the project:</b>					
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.8.1 Environmental Setting

The City adopted a Greenhouse Gas Reduction Plan (GGRP) in August 2011. The GGRP recommends communitywide strategies and measures that can collectively reduce Greenhouse Gas (GHG) emissions approximately 87,267 MTCO<sub>2</sub>e emissions per year (equivalent to a 13.7% reduction below 2005 levels) and achieve the City’s adopted emission reduction target of 10% to 15% below 2005 baseline emission levels by 2020. As addressed in the plan, GHG reduction measures are grouped within seven strategy areas – community leadership and engagement, land use and community design, transportation and connectivity, energy efficiency and conservation, water efficiency and conservation, waste reduction, green infrastructure, and public health and safety. Although CHWD and its activities are not directly regulated by the City of Citrus Heights, the Highland Avenue Well is located within the boundaries of the City of Citrus Heights and the CHWD wishes to cooperate with the City of Citrus Heights whenever possible. The GGRP includes primary and supporting measures to help achieve GHG reduction goals. Primary measures generate directly attributable GHG reductions based on current technology, empirical studies and available data, while supporting measures facilitate the reduction potential of the primary measures (Citrus Heights 2011a). The GGRP recommends 19 primary measures that collectively meet the City’s target of 10 to 15 percent below 2005 levels.

#### 3.8.2 Discussion

##### a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

GHG emissions would be generated during the construction and operation of the Project. Temporary GHG emissions, primarily for the use of diesel-powered vehicles, would occur during the construction phases. During operations, GHG emissions would occur from maintenance

vehicles accessing the site and from secondary emissions associated with the well pump's electrical use.

The SMAQMD's adopted threshold of significance for construction and operational greenhouse gas emissions is 1,100 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>) per year each. The SMAQMD provides screening levels for construction and operational greenhouse gas emissions; projects that meet the screening levels are considered less than significant and do not require emissions quantification. Per the SMAQMD's guidance, operational and construction emissions from projects that are smaller than the land use sizes in the Operational Screening Levels table, that also meet the screening parameters regarding construction-generated criteria pollutants, may be considered less-than-cumulatively considerable (SMAQMD 2018). The Project meets the SMAQMD's screening parameters regarding construction-generated criteria pollutants. Therefore, project construction would result in a less-than-significant greenhouse gas impact.

During Project operations, vehicle usage would be minimal, for the operation and maintenance of the well. Therefore, the Project would not generate operational greenhouse gases that exceed 1,100 MTCO<sub>2e</sub>. The project's contribution to global climate change through GHG emissions is Less than Significant. No mitigation is required.

**b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

The Project would not conflict with or obstruct implementation of any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. The City of Citrus Heights provides a greenhouse gas reduction compliance checklist for development projects to demonstrate compliance with the GGRP. However, the project is not a typical development project and the measures within the checklist are not applicable to the Project. Development of the Project would not involve on-site operations other than periodic visits from CHWD staff to operate and maintain the well. Therefore, the project would not conflict with the GGRP and would result in **no impact**. No mitigation is required.



### 3.9 Hazards and Hazardous Materials

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>IX. HAZARDS AND HAZARDOUS MATERIALS.</b>					
<b>Would the project:</b>					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### **3.9.1 Environmental Setting**

Queries of the State Water Resources Control Board Geotracker and California Department of Toxic Substances Control Envirostor hazardous materials sites indicate that the Project is not located on a known hazardous materials site (State Water Resources Control Board 2020; Department of Toxic Substance Control 2020). A Phase I environmental site assessment was completed for the Project site by GEI. The Phase I site assessment did not identify and hazardous materials on the site or within the vicinity (GEI Consultants, 2020).

Construction of the Project would require the use of oil, diesel fuel, paints, and solvents. During operations, well water would be disinfected with calcium hypochlorite (*see* Section 3.9.3), which would be stored on site in the pump station building.

The Church/School is located adjacent to the Project site. No other schools are located within a quarter mile of the Project site. The Project is not located within an Airport Land Use Plan. The nearest airport is the Sacramento McClellan Airport, located approximately 6.5 miles southwest of the Project site. There is no adopted Emergency Response Plan or Emergency Evacuation Plan for the Project area. The Project site is not located in a Fire Hazard Severity Zone within a state or local responsibility area (CalFire 2007 and 2008).

### **3.9.2 Discussion**

**a, b) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Approximately once per month, after completion of the Project, based on the usage of the well, state-required disinfection chemical calcium hypochlorite will be delivered to the Project site and stored in the well house. The well house will be constructed with concrete masonry walls and metal roofing. The disinfection chemical will be injected into the groundwater supply prior to it being placed into the distribution pipeline to prevent bacteria growth. The well house will be locked and maintained by CHWD personnel.

Although the Project would require the use and storage of calcium hypochlorite, its presence would not result in a hazard under normal operations. Calcium hypochlorite is toxic and can cause skin and eye irritation if used improperly. The chemical is noncombustible but can accelerate the burning of combustible materials. The chemical will be secured in the locked well house, the site will be monitored once per week by CHWD personnel, and only CHWD personnel will have access to the chemical.

The SMAQMD has not identified the City as having soils that are likely to contain naturally occurring asbestos or any other hazardous materials. The County's Environmental Management Department (EMD) has identified 22 parcels that have some level of toxic materials, the Project site is not on this list. Therefore, no naturally occurring hazardous materials are likely to be

disturbed during construction. These impacts would be **less-than-significant**, and no mitigation is necessary.

During construction oil, diesel fuel, paints, solvents, and other hazardous material would be used at the site. If spilled these substances could present a localized risk to the environment and human health. All construction activities will comply with California Occupational Safety and Health Administration (CalOSHA) regulations, which would protect personnel handling hazardous materials and the environment from potential spills or releases. The storage of calcium hypochlorite would follow CalOSHA regulations.

If CHWD stores more than 55 gallons or 500 pounds of calcium hypochlorite, which is unlikely, they would be required to obtain a Hazardous Materials Business Plan from the EMD and would need to comply with the requirements set forth by the permit to avoid and control risk associated with the use and storage of hazardous materials (Citrus Heights 2010a). Compliance with CalOSHA, and County requirements would reduce risk related from hazards and hazardous materials to **less-than-significant** and no mitigation is necessary.

**c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

The Church/School is connected to the eastern side of the Project site. As mentioned in the previous questions, the state-required disinfection chemical calcium hypochlorite will be stored onsite and injected into the groundwater supply prior to being placed in the distribution pipeline (*see* Section 3.9.3). Under normal operations the storage of calcium hypochlorite would not result in a hazard.

In addition, the use of a backup diesel generator would be brought onsite and periodically tested and could be a source of diesel particulate matter, which is identified as a toxic air containment. The backup diesel generator would be used in the case of an emergency such as in the event of a power failure. Because there is a school located within a quarter mile of the Project site, the use of a diesel fueled backup generator could present a risk of hazardous emissions. However, the use of the backup generator would be only in the case of emergencies and would be temporary. Diesel-fueled vehicles would be used during construction and periodically during operations, however, these emissions are also short term and temporary, therefore the impacts would be **less-than-significant** and no mitigation is necessary.

**d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

The Project site is not identified on lists compiled pursuant to Government Code Section 65962.5. There would be **no impact** and no mitigation is necessary.

**e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use**

**airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

The Project site is not located within an airport land use plan or within 2 miles of a public or public use airport, as there are no airports located within the City limits (Citrus Heights 2010a). The nearest airport is the Sacramento McClellan Airport, located approximately 6.5 miles southwest of the Project site. There would be **no impact** and no mitigation is necessary.

**f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

There is no adopted Emergency Response Plan or Emergency Evacuation Plan for the Project area. The Project would not impact any roadways. The Project would infrequently be visited by maintenance or operations personnel. The Project would not result in the modification or blockage of any evacuation route. There would be **no impacts** from the Project and no mitigation is necessary.

**g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?**

The Project site is not located in a Fire Hazard Severity Zone within the state or a local responsibility area (CalFire 2007 and 2008). The Project site is within a low-density residential neighborhood and as such is not exposed to the risk of wildland fires. Construction and operation of the Project would not increase the risk of loss, injury or death from wildland fires at the Project site or within the vicinity. There would be **no impact** and no mitigation is necessary.

### 3.10 Hydrology and Water Quality

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>X. HYDROLOGY AND WATER QUALITY.</b>					
<b>Would the project:</b>					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### **3.10.1 Environmental Setting**

The Project consists of the construction and operation of a new water well on an approximately 1-acre undeveloped parcel that does not contain any developed storm drainage features or natural channels. An existing utility connection consists of a storm drain inlet located on the northern side of Highland Avenue, outside of the paved road, near the convergence of Highland Avenue and Berm Drive.

The Project site is not located within 100- or 500-year flood plains as identified by the Federal Emergency Management Agency (FEMA). According to FEMA, the Project site is located in an area of “minimal flood hazard” (FEMA 2020).

The CHWD obtains water to serve its customers from both surface water and groundwater resources. Treated surface water is provided to the CHWD by the San Juan Water District. CHWD supplements its surface water supply with groundwater for readiness-to-serve purposes and to meet peaking, pressure, shortage, and emergency demands. (CHWD 2016)

CHWD maintains 6 operating wells with a projected total yield of approximately 5,000 acre-feet per year (AFY) based on the assumption of 7 months of operation, during the dry season. Well production rates vary from 800 to 2,100 gallons per minute. CHWD cycles its wells weekly to maintain operational readiness-to-serve capabilities and to supplement the surface water supply. Over the last 5 years, this “maintenance” groundwater production has averaged approximately 957 AFY. There have been no issues that affect groundwater supply pumping over the last 5 years. (CHWD 2016)

The CHWD plans to construct an additional two wells through 2022, including the Ella Way Well, anticipated to be completed in 2020, and the Project, to provide additional dry-year supplies. CHWD plans to maintain groundwater supply equivalent of 5,000 AFY from its well system. Although CHWD has no plans to increase groundwater withdrawals beyond the average 957 AFY, production could increase up to the full well capacities in successive dry year scenarios to supplement available surface water supplies consistent with CHWD’s responsibilities under the Water Forum Agreement and other regional water management plans. (CHWD 2016)

The groundwater basin underlying the CHWD is the North American sub-basin, part of the larger Sacramento Valley groundwater basin. Groundwater-bearing formations in the Project area include an upper aquifer system consisting of the Riverbank, Turlock Lake, and Laguna formations, and a lower aquifer system consisting primarily of the Mehrten Formation. The formations are typically composed of lenses of interbedded sand, silt, and clay, interlaced with coarse-grained stream channel deposits. (CHWD 2016) Groundwater in the Project area moves from sources of recharge to areas of discharge. Most recharge to the local aquifer system occurs along active stream channels where extensive sand and gravel deposits exist. As a result, the highest groundwater elevations occur near the American and Sacramento rivers.

Regional water quality analyses of the aquifers underlying the Project area have shown that groundwater found in the upper aquifer system is generally of higher quality than that found in the

lower aquifer system. Water from the upper aquifer (specifically the Laguna Formation) generally does not require treatment (unless high arsenic levels are encountered), other than disinfection for public drinking water systems. In contrast, the lower aquifer system (specifically the Mehrten Formation) generally contains higher concentrations of iron and manganese. The lower aquifer system also has higher concentrations of total dissolved solids (TDS), although this aquifer also typically meets water quality standards as a potable water source. (CHWD 2016)

The larger groundwater basin in the vicinity of the CHWD contains three significant major groundwater contamination areas. The United Pacific Railroad plume located northwest of the CHWD in Roseville and the McClellan Air Force Base plume located west of CHWD. Both plumes are down gradient of the CHWD and are not expected to impact CHWD's groundwater quality. A third groundwater contamination plume attributed to Aerojet's historic operations was first detected in groundwater south of the American River in 1979. Since that time, Aerojet has installed groundwater treatment facilities and has conducted other efforts to treat and control the plume migration. However, the plume was detected north of the American River near Fair Oaks in 2000 and another plume was detected north of the American River in 2005 near Ancil Hoffman Park in Carmichael. Additional monitoring wells and pump-and-treat facilities have been installed to monitor and treat the plumes attributed to Aerojet. (CHWD 2016).

### **3.10.2 Discussion**

#### **a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

The Project has the potential to impact groundwater and surface water quality during both well construction and operation phases.

Temporary increases in the erosion of exposed soils during construction of the well house could result in minor on-or-off site water quality impacts, particularly if rainfall events occur during the construction phases. Chemicals used during construction (fuel, lubricants, paint, coating) could be released into the environment if spilled. *See* section 3.9 "Hazards and Hazardous Materials" for more details. CHWD has identified several requirements and stormwater management practices that would be instituted during the construction phase. In coordination with the City, all construction activities would implement stormwater pollution prevention BMPs, as described in Section 2.

During construction of the Project, pump testing would occur to analyze the pumped water and confirm that it meets all drinking water standards. Clear water produced during well development and pump testing would be conveyed by temporary piping laid within CHWDs easement to a storm drain inlet located on the northern side of Highland Avenue. The water would be discharged under CHWDs existing permit with the State Water Resources Control Board NPDES permit for Drinking Water Systems. Development water containing solids, including sand and silts, would be contained in settling tank(s) or by other means on-site before being discharged into the storm drain. All other waters would be contained and disposed of off-site at an appropriate facility in compliance with state law.

With respect to construction period water quality, due to the gentle site topography, the planned drainage system, the implementation of BMPs and construction requirements as set forth above, NPDES permit requirements, and County and state well construction requirements, this would be a **less-than-significant** impact. No additional mitigation is necessary beyond required well construction standards, identified BMP, and NPDES requirements.

During operation, the Project could adversely affect groundwater or surface water. Effects to groundwater could occur if the well represented a preferred pathway for pollutant migration to groundwater. Wells that do not meet current well standards of construction may act as conduits for pollutant migration to the subsurface. However, construction and operation of the proposed well would be consistent with legally adopted standards and programs to protect the quality of groundwater in the subterranean aquifers underlying the site, as well as surface waters that may be impacted by the well facility discharges. The Project would extract groundwater at the Project site and the using a calcium hypochlorite disinfection system to treat the raw groundwater.

As mitigation for potential groundwater quality degradation that does not exceed water quality objectives, applicants seeking coverage under the proposed State Water Resource Control Board General Order (Water Quality Order 2012-0010) are required to demonstrate that:

- Injected water complies with State Board Drinking Water Program drinking water standards
- Certain minimum treatment or control measures will be implemented
- The project will not cause exceedance of any applicable water quality objectives

In summary, construction and operation of the Project as a source of drinking water would not violate any water quality standards or discharge requirements. The CHWD has not decided whether to also operate the Project well as an ASR facility. For this reason, the potential impact of the Project well's ASR component is **potentially significant**. Implementation of the following measures would ensure that implementation of the ASR component would not adversely affect groundwater quality.

### **Mitigation Measure 6**

Prior to the operation of an ASR component to the Project well, the CHWD will submit a Notice of Intent for coverage under Water Quality Order 2012-0010 to the Central Valley Regional Water Control Board together with all information required under Section D of the Order and obtain a Notice of Acceptance.

### **Mitigation Measure 7**

Operation of the Project well ASR component shall meet the following standards:

- Injected water shall be of a quality that will not result in exceedance of a water quality objective in compliance with the requirements of the Antidegradation Policy
- The Project well ASR component shall not negatively impact a groundwater cleanup project



- Injected water shall be treated and delivered to the injection well consistent with the requirements of all applicable San Juan Water District and CHWD domestic water supply permits
- At a minimum, the following treatment and control measures shall be required:
  - Treatment (typically flocculation, filtration, and disinfection to remove suspended solids and pathogenic microorganisms) so that all injected water is potable.
  - Adequate characterization of source water quality. If source water quality is variable through the year, operate the ASR component to optimize use of better-quality water during injection cycles.
  - Design and operation of the Project well ASR component to minimize adverse aquifer conditions and geochemistry.
  - Additional treatment when necessary to fully protect all beneficial uses.
  - Perform groundwater monitoring of the injection/extraction well and any groundwater monitoring wells to evaluate the potential for groundwater quality changes.
  - Implementation of an Operation & Maintenance Plan.
- The CHWD shall identify and implement any additional treatment and control measures comply with the requirements of the Antidegradation Policy.

Through the implementation of all the above-mentioned **Mitigation Measures (6 and 7)**, impacts would be reduced to **less-than-significant**.

**b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?**

The majority of water used in the CHWD comes from surface water through a contract with the San Juan Water District. CHWD's 2015 Urban Water Master Plan states that during drought years, water demand will need to be met through a conjunctive approach utilizing both surface and groundwater supplies. The proposed Project would extract untreated groundwater, which would then be disinfected onsite and pumped into CHWD's existing distribution system to augment existing surface water allotments and to provide for water emergency and fire flow purposes. The facilities constructed under the Project would directly serve to operate and maintain the groundwater basin for use in drought years through conjunctive use and water efficiency/conservation programs. The Project would have an overall beneficial impact on groundwater recharge.

**c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

- i, ii, iii, iv) Result in substantial erosion or siltation on- or off-site; Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; Create or contribute runoff water which would exceed the capacity of existing**

**or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or Impede or redirect flood flows?**

Development of the Project would not substantially alter the existing drainage patterns of the site or surrounding vicinity or redirect flood flows.

The Project would create small areas of additional impervious surfaces on the wellsite. Implementation of the Project would act to replace the existing overland flow drainage pattern with surface and subsurface stormwater collection and routing. The new piping from the well will be placed into a trench dug beneath Beam Drive. In addition to the water pipeline, an underground storm drainpipe will be installed to convey waste pumpage from the well, water from routine controlled testing and rehabilitation of the well, and stormwater runoff from the property to the existing County municipal storm drain system located along Highland Avenue. There is an existing storm drain inlet on Beam Drive and along Highland Avenue to drain stormwater runoff and reduce road flooding. Upon completion of the installation of the pipeline portions of Beam Drive, asphalt disturbed by the trenching, will be repaved. No uncontrolled runoff would discharge from the site that could result in erosion and siltation along adjacent surface drainageways.

Added impervious surfaces on the Highland Avenue Well site would be small in area (~24,000 square feet maximum) but could increase the volume and peak flow of runoff generated on-site. The small acreage and the location of the Project site would reduce the potential for a substantial influence on flood volumes or routing. In addition, the project site drainage facilities and the existing off-site stormwater drainage system are designed to address existing and anticipated drainage and flooding. There would be **less-than-significant** impacts and no mitigation is necessary.

**d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?**

The Project is not located in a coastal area or near any large reservoirs, therefore the Project would not be located in an area subject to flooding, tsunami, or seiche zones. There would be **no impact** and no mitigation is necessary.

**e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?**

Please refer to the discussion above under (a) and (b). The Project would not result in the effects that would conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. There would be **no impact** and no mitigation is required.

### 3.11 Land Use and Planning

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XI. LAND USE AND PLANNING.</b>					
<b>Would the project:</b>					
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.11.1 Environmental Setting

The City’s General Plan Land Use Designation and Zoning Ordinance Designation are consistent with each other and designate the project site as RD-2 (Very Low Density Residential) (Citrus Heights 2019a and 2019b). The Project site is currently undeveloped. The site is bounded to the north by an existing single-family home, to the west by Beam Drive and to the south and east by Church/School grass playfields. The southern grass fields are adjacent to Highland Avenue. On opposite sides of Beam Drive and Highland Avenue are single-family homes.

#### 3.11.2 Discussion

##### a) Physically divide an established the community?

The Project will be located on an approximately 1-acre parcel (APN 211-0192-087) in the City in an established community characterized by very low to low density residential development. The Project site is surrounded by single-family homes, and an established Church/School grass playfield. The proposed project would not disturb the residential environment and would not divide an established community. There would be **no impact** and mitigation is not necessary.

##### b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

A proposed Lot Line Adjustment would split the approximately 1-acre parcel in half, with the well to be constructed on the northern half of the parcel and the southern half of the parcel available for the construction of an additional well in the future (70-100 years). The City’s General Plan Land Use Designation and Zoning Designation (RD-2) would remain unchanged for the adjusted parcels. The RD-2 designation applies to areas appropriate for detached single dwellings, public and quasi-public uses, and similar and compatible uses. A utility facility; the well house, is an allowed use as stated in the City’s General Plan and Zoning Ordinance (Citrus Heights 2010a and

2019b). Because the Project would not require any rezoning and is consistent with both the City's General Plan and Zoning Code, a **less-than-significant impact** would occur, and no mitigation is necessary.

### 3.12 Mineral Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XII. MINERAL RESOURCES.</b>					
<b>Would the project:</b>					
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.12.1 Environmental Setting

The Project area is not located in a zone of known mineral or aggregate resources. The California Surface Mining and Reclamation Act Mineral Land Classification for the area is Mineral Resource Zone-1, which is defined as, “Areas containing mineral deposits the significance of which cannot be evaluated from available data...the likelihood for occurrence of significant mineral deposits is nil or slight” (Citrus Heights 2011b).

#### 3.12.2 Discussion

**a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?**

No active mining operations are present in, or near, the Project area. Implementation of the Project would not result in the loss of availability of a known mineral resource. Thus, **no impact** would result, and no mitigation is necessary.

**b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No active mining operations are present in, or near, the Project area. Implementation of the Project would not result in the loss of availability of a local important mineral resources recovery site. Thus, **no impact** would result, and no mitigation is necessary.

### 3.13 Noise

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XIII. NOISE.</b>					
<b>Would the project:</b>					
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.13.1 Environmental Setting

The Project is located in a very low to low density residential neighborhood that currently experiences urban noise sources. One major roadway, Sunrise Boulevard, is located approximately 0.4 miles to the east of the Project site. Under current conditions and forecasted 2035 conditions, traffic noise from this roadway during peak hours average over 60 decibels (dB) day to night average noise level (Ldn), which may be noticeable in the Project area (Citrus Heights 2011b). Other than traffic noise, the predominate source of noise is from surrounding residences and is characterized as low-intensity residential.

Noise impacts from the Project can be categorized as resulting from either construction or operations. Before construction activities start, the Project site would be secured with perimeter and interior fencing. Temporary sound barriers (16 feet tall) would be erected around the perimeter of the site during well construction and testing to reduce noise effects on neighbors. Upon completion of the pumping plant, an 8-foot-tall mason wall would be used to reduce noise impacts along the north, south, and eastern boundaries, adjacent to the Church/School and residential parcels.

Noise impacts related to operational use would be predominately from for the production well motor. Construction noise would be short-term and temporary, while operation noise would continue periodically throughout the lifetime of the Project.

The City's Noise Ordinance states that construction related noise is limited to the hours of 6:00 am to 8:00 pm Monday through Thursday, and the hours of 7:00 am to 8:00 pm Friday through Sunday. However, when an unforeseen or unavoidable condition occurs during a construction project and the nature of the project necessitates that work in process be continued until a specific phase is completed, the contractor or owner shall be allowed to continue work after 8:00 p.m. and to operate machinery and equipment necessary until completion of the specific work in progress can be brought to conclusion under conditions which will not jeopardize inspection acceptance or create undue financial hardships for the contractor or owner (Citrus Heights 2011b).

### **3.13.2 Discussion**

- a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable standards of other agencies?**

#### Construction

Construction of the Project would temporarily increase the ambient noise levels within the vicinity of the Project site from the use of heavy machinery during construction activities. Increase ambient noise will occur intermittently during the construction of the well and pumping plant phases.

All work at the Project site would be performed during the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday with the only exception being during the drilling for the well. For this operation, continuous work (up to 24 hours per day) would be necessary in order to protect the integrity of the well structure. Drilling will continue for a period of approximately 10 days, with a few days off in between to allow workers to rest.

Although construction activities would primarily occur only during daytime hours, uncontrolled construction noise could still be considered disruptive to residents adjacent to the Project. Typical composite noise levels for construction activities, and distances of various noise contours from construction site, are presented in Table 3-5.

**Table 3-5. Typical Noise Levels During Construction<sup>1</sup>.**

Construction Activity	Noise Level at 50 feet (A-weighted decibels [dBA], equivalent continuous sound level in decibels [Leq]) <sup>2</sup>	Approximate Distance (ft.) to Reduce Noise to Given dBA, Leq) <sup>1</sup>		
		60	65	70
Ground Clearing	84	790	450	250
Excavation	89	1,400	800	450
Well drilling (driver)	80	430	235	150
Foundation	78	400	220	130
Erection	85	890	500	280
Finishing (exterior)	89	1,400	800	450

<sup>1</sup> U.S. Environmental Protection Agency, Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances, December 1971; U.S. Department of Transportation, Federal Highway Administration, Office of Planning, Environment, and Realty, Roadway Construction Noise Model (RCNM), June 28, 2017.

<sup>2</sup> Calculations assume a 6 dBA reduction for each doubling of distance from the noise source.

The City has established standards for noise levels from activities, including construction. The exterior noise standard during daytime is 55 dBA (Leq), and during nighttime is 50 dBA (Leq). However, Section 34-88(5) of the City’s Municipal Code provides the following exemption from Section 34-86 for construction activities, such as those necessary to implement all phases of work for the Project:

Noise sources associated with construction, repair, remodeling, demolition, paving or grading of any real property, provided the activities do not take place between the hours of 8:00 p.m. and 6:00 a.m. on weekdays and Friday commencing at 8:00 p.m. through and including 7:00 a.m. on Saturday, Saturdays commencing at 8:00 p.m. through and including 7:00 a.m. on the next following Sunday, and on each Sunday after the hour of 8:00 p.m. However, when an unforeseen or unavoidable condition occurs during a construction project and the nature of the project necessitates that work in process be continued until a specific phase is completed, the contractor or owner shall be allowed to continue work after 8:00 p.m. and to operate machinery and equipment necessary until completion of the specific work in progress can be brought to conclusion under conditions which will not jeopardize inspection acceptance or create undue financial hardships for the contractor or owner.

All work necessary for the implementation of the Project would occur between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday, with the exception of drilling and constructing the well. As mentioned above, for this operation, continuous work (up to 24 hours per day) would be

<sup>1</sup> Source: Citrus Heights Water District, 2018



necessary in order to protect the integrity of the well structure. It is expected that this phase would take approximately 10 days. Because well drilling and construction would occur outside of the times permitted by the City, and noise levels temporarily would exceed those established by Section 34-86 of the City's Municipal Code, this would be a **potentially significant** impact and mitigation is required.

### **Mitigation Measure 8**

To reduce the effects of construction noise on affected residents, CHWD shall implement the following measures:

- Except for drilling and constructing the well, all work necessary to implement the project shall be performed between the hours of 7 a.m. and 8 p.m. Monday through Friday
- Temporary sound walls (minimum 16 feet high) shall be installed around the work area to reduce noise impacts during drilling and construction operations.
- All equipment shall be equipped with appropriate muffler devices to reduce the noise impacts of the drilling operations.
- The use of impact wrenches shall be prohibited between the hours of 8 p.m. and 7 a.m.
- The CHWD may provide alternate nighttime accommodations if needed to mitigate noise impacts during drilling.

### Operation

During operations, minimal noise would be generated from the use of the electric well motor, air conditioning, and backup diesel generator (when on site). Operation of the vertical turbine pump motor would generate a constant noise level of 70 dBA measured at five feet. The well, pump, and associated facilities would be enclosed within the well house, which would limit noise from these sources. During operations, the Project would follow all requirements set forth in the City's Heights Municipal Code Section 34-86. Implementation of the following measure would ensure that adverse noise levels would be reduced to below a level of significance. No residual impacts would remain, and no additional mitigation is necessary.

### **Mitigation Measure 9**

The noise levels of pump station motors and other facilities at the Highland Avenue Well shall not exceed 50 dBA at the property lines. (This will ensure that Citrus Heights Municipal Noise Ordinance standards are met for adjacent existing residential uses.) At the time of well and equipment installation, adequate noise attenuation measures shall be provided to reduce noise levels to the 50-dBA standard. Motors and other noise producing equipment shall be shielded or enclosed to meet this standard. Compliance with this standard shall be demonstrated with pre- and post-construction noise measurements taken during test operations of Project facilities. The implementation of noise attenuation measures shall be to the satisfaction of the CHWD.

As set forth above, with implementation of Mitigation Measures 8 and 9, well drilling, construction operations, and long-term operations would meet the standards set forth in the City's Municipal Noise Ordinance. Therefore, impacts would be **less-than-significant**.

**b) Generation of excessive groundborne vibration or groundborne noise levels?**

Ground vibration would only be caused during construction activities and would primarily occur during the well drilling phase. The human threshold for detection of vibration is approximately 0.012 inches per second but the level that typically generates concern by neighbors is 0.12 inches per second (New, 1986). Drilling may produce vibrations in excess of the detection limit (approximately 0.05 inches per second), but much less than the level which would cause a disturbance. Therefore, vibrations might be detectable, but not disturbing, by nearby sensitive receptors only temporarily, for the approximately 10-day period of drilling.

No adverse levels of vibration would be generated during Project operations. Impacts would be **less-than-significant**.

**c) For a project located within-the vicinity of a private airstrip or-an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

The Project will not be located within the vicinity of a private airstrip or an airport land use plan, or within 2 miles of a public airport or public use airport. The nearest airport is the Sacramento McClellan Airport located approximately 6.5 miles southwest of the Project site. Therefore, there would be **no impact** and no mitigation is necessary.

### 3.14 Population and Housing

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XIV. POPULATION AND HOUSING.</b>					
<b>Would the project:</b>					
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.14.1 Environmental Setting

The Project site is located in the City in a very low to low density residential neighborhood. In 2010, the population of the County was estimated to be 1,418,788, and the population of the City was estimated to be 83,301 (Citrus Heights 2010a).

#### 3.14.2 Discussion

**a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Because the objective of constructing and operating the well and well house is to provide the CHWD with additional water resources to supplement surface water entitlements in the event of a drought or water emergency, and to provide additional resources for fire flow requirements, implementation of the Project would assist in the provision of planned housing and other urban uses. However, since the Project is for intermittent use only, and no increased water supply during normal conditions would result, no direct or indirect population growth beyond that currently anticipated by the City is expected to result from Project completion. Thus, there would be a **less-than-significant** impact and no mitigation is required.

**b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

The Project would be situated on a parcel approximately 1.04 acres in size. There are no housing units or any other developed uses on the Project site. Because the site is undeveloped and has no existing housing units, there would be no displacement of housing units or substantial numbers of

people; replacement housing would not be required. There would be **no impact**, and no mitigation is required.

### 3.15 Public Services

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XV. PUBLIC SERVICES.</b>					
<b>Would the project:</b>					
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:					
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.15.1 Environmental Setting

The closest fire station is Sacramento Metropolitan Fire District Station 27, approximately 2 miles north of the Project site. The Citrus Heights Police Department, located at 6315 Fountain Square Drive in Citrus Heights, supports four lieutenants, 10 sergeants, and 52 officers. The San Juan Unified School District includes some elementary schools, eight K-8 schools, eight middle schools, and nine high schools, plus an additional number of alternative schools, early childhood centers, and adult education centers. The Sunrise Recreation and Park District (SRPD) has 25 park facilities in the Citrus Heights area; Tempo Park is less-than 1 mile to the east of the project site. The City partners with the Sacramento Public Library to enhance service levels at the Sylvan Oaks Library, located at 6700 Auburn Boulevard (Citrus Heights 2018).

#### 3.15.2 Discussion

- a) **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:**

Because the Project does not include any housing units, there would be no increase in population or the need for public services that would require the provision of new or physically altered governmental facilities. There would **be no impact** and no mitigation is required.

### 3.16 Recreation

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XVI. RECREATION.</b>					
<b>Would the project:</b>					
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.16.1 Environmental Setting

The SRPD currently serves approximately 142,000 residents within an estimated 27 square mile area in Citrus Heights, Carmichael, Foothill Farms, and Antelope. The SRPD administers 38 parks and open space sites in the planning area, totaling approximately 406-acres, approximately 268-acres of SPRD parkland exist within the City limits. In addition to providing designated parks and facilities, the SRPD also offers programs for families including arts, crafts, dance, tennis, basketball self-defense, preschool, senior adult social programs, and more. The Sunrise Oak Park is located approximately 0.75 miles northeast of the Project site.

#### 3.16.2 Discussion

**a, b) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated or include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

The Project is not growth inducing and would not involve the construction of new housing or facilities that would increase the use of neighborhood or regional parks, or related facilities. The construction of the Highland Avenue Well would not require the development of new recreational facilities.

The existing playground on the southern portion of the parcel will remain undisturbed.

There would be **no impact** and no mitigation is required.

### 3.17 Transportation

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XVII. TRANSPORTATION.</b>					
<b>Would the project:</b>					
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.17.1 Environmental Setting

The Project site is located on Highland Avenue with the closest main roadway being Sunrise Boulevard, located approximately 0.4 mile to the east. The City’s General Plan identifies Sunrise Boulevard as having a low to moderate Access Control (Citrus Heights 2010a). The Access Control is defined as low, moderate, or high depending on the number of driveways, frequency of stops, and prevailing travel speeds. The Sacramento Regional Transit operates bus and light rail transit that services the County. Class I, II, and III bicycle lanes are provided in select areas of the City. There are no congestion management plans, or adopted policies, plans, or programs supporting alternative transportation in the City.

The Project site would be accessed via Beam Drive, a paved private road off Highland Avenue. CHWD has a 25-foot easement parallel to the private road leading to the well property, and an access agreement with the owners of the road. Regional access is provided via Interstate 80, Greenback Lane, Sunrise Boulevard, Auburn Boulevard, and Old Auburn Road. Pedestrian sidewalks are provided along Highland Avenue and adjacent streets. Multiple transit stops are provided along Sunrise Boulevard.

During construction, workers, construction supplies and equipment will be transported to the site. The actual number of trips will vary by day and depend upon the phase of construction and construction supply needs. During operations, there would be no regular on-site employees. Once per week, CHWD personnel would visit the site to observe the well and equipment and as necessary make repairs. After project completion, about once per month, state required disinfection



chemical (calcium hypochlorite) would be delivered to the property and placed within the well house (*see* Section 3.9.3).

### **3.17.2 Discussion**

#### **a and b) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?**

During construction, all deliveries will be made during non-peak hour periods for the adjacent Church/School when parents are dropping off or picking up their children. Traffic on Highland Avenue and Berm Drive (a private road) is low, and the addition of construction traffic would not be substantial and would not decrease the level of service on either of these roads.

During Project operations there would be no regular on-site employees. Under normal operations, once per week CHWD personnel will visit the site to observe the well and equipment and make any necessary repairs. Upon completion of the Project, about once per month, depending on how often the well is used, state required disinfection chemical will be delivered to the site and placed within the well house (*see* Section 3.9.3). No transportation modification will be made or constructed as a result of the Project. Implementation of the Project would not conflict with any applicable plans, programs, or policies related to transportation. There would be **less-than-significant** impacts, and no mitigation is necessary.

#### **c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Implementation of the Project would not result in any changes to local roadways. The Project site would be accessed by Beam Drive, a paved private road off Highland Avenue. There would be no increase in hazards due to a geometric design feature or incompatible uses. There would be **no impact** and no mitigation is necessary.

#### **d) Result in inadequate emergency access?**

No designated emergency routes are located in the vicinity of the Project. Highland Avenue will remain open during all phases of the Project. All material will be staged onsite or on the adjacent southerly property owned by the Church/School. Therefore, there would be **no impact** and no mitigation would not be necessary.

### 3.18 Tribal Cultural Resources

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XVIII. TRIBAL CULTURAL RESOURCES.</b>					
<b>Would the project</b> cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:					
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.18.1 Environmental Setting

A Tribal Sacred Lands search request was filed with the NAHC. The search was completed with the conclusion that no tribal cultural resources are located on or in the vicinity of the Project site (NAHC 2020).

Records of the known cultural resources found in the County are included in the files of the Office of Historic Preservation, California Historical Resources Information System. The NCIC, housed at California State University, Sacramento, locally administers these records. A cultural resources records search was conducted at the NCIC for the Project site and a surrounding quarter-mile radius to determine its historic and cultural sensitivity (NCIC 2020). Based on the records search, there are no known prehistoric or historic archaeological resources on the Project site or in a quarter mile radius that have been reported to the NCIC. A pedestrian survey was completed on January 24, 2020, by GEI archaeologist Matthew Chouest, RPA, and no prehistoric or historic archaeological resources were discovered.

#### Tribal Consultation

Consistent with the requirements of Public Resource Code Section 21080.3.1(b), CHWD has received written requests to be notified of projects in which CHWD is the Lead Agency under CEQA from the Wilton Rancheria, United Auburn Indian Community, and the Buena Vista

Rancheria of Me Wuk Indians. Therefore, on February 4, 2020, CHWD sent letters offering project consultation to these tribes. The letters provided a brief description of the Project and its location, the lead agency contact information, and a notification that each tribe has 30 days from receipt of CHWD's letter to request consultation. The 30-day response period concluded on March 5, 2020.

Should one or more of the tribe's request consultation on the Project, a summary report of the consultation process shall be made an addendum to this Initial Study/Mitigated Negative Declaration for review by the CHWD Board of Directors prior to their consideration of the Project.

### **3.18.2 Discussion**

**a, b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k)? A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

The search for Tribal Sacred Lands resources conducted by the NAHC yields negative results. Additionally, a NCIC Records Search for cultural resources found no prehistoric archaeological resources on the project site or within a quarter mile radius that have been reported to the NCIC. In making an offering of consultation to registered tribes pursuant to PRC Section 21080.3.1, the CHWD has met the initial requirements of AB 52. Because CHWD has initiated consultation with registered tribes, and no known tribal cultural resources or other prehistoric cultural resources were identified that are listed or eligible for listing in a register of historic resources, a **less-than-significant impact** would result, and no mitigation is necessary.

### 3.19 Utilities and Service Systems

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XIX. UTILITIES AND SERVICE SYSTEMS.</b>					
<b>Would the project:</b>					
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.19.1 Environmental Setting

The Project site location and vicinity are served by Sacramento Municipal Utility District (SMUD) for electrical power. The Sacramento Regional County Sanitation and Sacramento Area Sewer Districts (SRCSD) provides public wastewater conveyance, treatment, and disposal in urban areas of the County (Citrus Heights 2010). The City is supplied potable water by three separate water purveyors; CHWD, California American Water Company, and Sacramento Suburban Water District. The City currently contracts residential solid waste collection and recycling services to Allied Waste System, a privately-owned waste disposal company. Commercial solid waste

collection is currently provided by eight commercial haulers that are currently franchised to provide collection and recycling services.

### **3.19.2 Discussion**

- a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

The Project would include an electrical motor-driven pump, a disinfection system, and associated facilities to pump, treat, and transport water into the CHWD potable water district system. An underground storm drainpipe will be installed to convey waste pumpage from the well, water from routine controlled testing and rehabilitation of the well, and stormwater runoff from the property to the existing County municipal storm drain system located along Highland Avenue, a paved public two-way street. The Project would not result in a significant amount of wastewater as a result of the disinfection system or pumping process and would not require the construction or expansion of wastewater treatment. No utility services would need to be constructed or expanded as a result of the Project. Implementation of the Highland Avenue Well would result in **less-than-significant impacts**, and no mitigation is necessary.

- b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?**

The Project would not require a water supply. The Project is for the construction and operation of a new water well which will provide the City with local, long-term reliable water supply. There would be **no impact** and no mitigation is necessary.

- c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

See Question "a" above. The Project would not result in a significant amount of wastewater as a result of the disinfection system or pumping process. The wastewater treatment provider (SRCSD) would be able to serve the Project site. There would be **less-than-significant** impacts and no mitigation is necessary.

- d and e) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? Comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?**

The Project would not create substantial amounts of solid waste, and as such would not exceed the capacity of local infrastructure. No solid waste collection services would be provided to the Project site. Solid waste generated during well operations would be disposed of at the appropriate facility. In preparation for drilling, four trees would be removed from the property, and after the

construction of the new pump building station, the areas surround the new building would be cleared and graded. All vegetation removed from the site would be disposed of at a licensed waste facility. The Project would comply with federal, state, and local management and reduction statues and regulations related to solid waste. There would **be less-than-significant** impacts and no mitigation is necessary.

### 3.20 Wildfire

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XX. WILDFIRE.</b>					
If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, <b>would the project:</b>					
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 3.20.1 Environmental Setting

The City is not located in a Fire Hazard Severity Zone within a state or local responsibility area (CalFire 2007 and 2008). The closest fire station is Sacramento Metropolitan Fire District Station 27, located approximately 2 miles north of the Project site.

#### 3.20.2 Discussion

**a, b, c, and d) Substantially impair an adopted emergency response plan or emergency evacuation plan? Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may**

**result in temporary or ongoing impacts to the environment? Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

The Project site is not located in a Fire Hazard Severity Zone. The Project site is flat and undeveloped, with 1 red iron bark tree located on the northern portion of the site, and 2 black walnuts and 1 London plane along the edges of the Project site. The Project would include the removal of four trees for the construction and operation of a new water well in the CHWD, and the construction of an associated locked well house built around the well to protect the electrical panels, well, pump, and motor. The well house would also serve as storage for calcium hypochlorite (*see* Section 3.9.3) and equipment. The Project includes installing a new fire hydrant along Beam Drive. After construction, there would be no increase in the number of users at the site, during construction there would be a minimal increase of users at the site. The Project would not require any infrastructure that would exacerbate fire risk or risk of flooding, slope instability, or drainage changes. There would be **no impact** and mitigation would not be necessary.



### 3.21 Mandatory Findings of Significance

Environmental Issue	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact	Beneficial Impact
<b>XXI. MANDATORY FINDINGS OF SIGNIFICANCE.</b>					
<b>Would the project:</b>					
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 3.21.1 Discussion

- a) **Would the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?**

As discussed above, the Project has the potential to adversely impact air quality (construction dust, Section 3.3), biological resources (migratory birds, protected trees, Section 3.4), undiscovered cultural resources (Sections 3.5, 3.18), greenhouse gases (emissions, Section 3.8), hydrology and

water quality (pollutant runoff, Section 3.10) and noise (operations, Section 3.13). With the implementation of mitigation measures identified in this Initial Study (*see below*), all potential impacts would be reduced to a **less-than-significant** level. No significant or potentially significant impacts would remain.

- b) Would the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

The Project would accommodate CHWD, City, regional, and statewide environmental goals to provide for adequate sources of water. While the Project would indirectly contribute to cumulative impacts associated with increased urban development in the CHWD service area and the City, these impacts have previously been evaluated by the City and considered in the City’s approval of the General Plan. The Project would not make a cumulatively considerable contribution to these cumulative effects, this would be a **less-than-significant** impact, and no mitigation is required.

- c) Would the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

Because of existing regulation and monitoring of many potential environmental impacts, and with the implementation of mitigation measures identified in this report, the Project would not have the potential to cause substantial adverse effects on human beings. This would be a **less-than-significant** impact, and no mitigation is required.

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## 5.0 Report Preparers

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### GEI Consultants, Inc.

Ginger Gillin .....Project Director, Project Description, Document Review

Nicholas Tomera.....Project Manager, Aesthetics, Agriculture and Forestry, Biological Resources, Public Services, and Mineral Resources

Richard Shatz.....Project Description, Noise

Chrissy Russo.....Project Introduction, Air Quality, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Recreation, Transportation, Utilities and Service Systems, Wildfire, and Mandatory Findings of Significance

Matthew Chouest, RPA .....Tribal Cultural Resources

Steve Irving.....Geographic Information Systems

Gigi Gable.....Report Editing

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# Appendix A – Project Site Photos

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Facing east at the western side of the project site, towards the Church/School.



Facing northwest at the northern side of the project site.





Facing south, at the southern portion of the west side of the project site.



Facing northeast from the southern boundary of the project site.

**EXHIBIT “B”**

**Mitigation Monitoring & Reporting Program**

Citrus Heights Water District

Highland Avenue Well Project

**MITIGATION MONITORING AND REPORTING PROGRAM**

The Mitigation Monitoring and Reporting Program (MMRP) is a CEQA-required component of the Mitigated Negative Declaration (MND) process for the project. The results of the environmental analyses, including proposed mitigation measures, are documented in the Final MND. CEQA requires that agencies adopting MNDs take affirmative steps to determine that approved mitigation measures are implemented subsequent to project approval. As part of the CEQA environmental review procedures, Section (§) 21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to a proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in §21081.6(a)(1):

The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

Table 1 is the final MMRP matrix. The table lists each of the mitigation measures proposed in the Final MND and specifies the agency responsible for implementation of the mitigation measure and the time period for the mitigation measure.

**Table 1. Mitigation Monitoring and Reporting Program, Highland Avenue Well Project**

Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
<b>Air Quality</b>			
<b>Mitigation Measure 1</b>	<p>All projects are subject to SMAQMD rules in effect at the time of construction. Control of fugitive dust is required by CHWD Rule 403 and enforced by SMAQMD staff. CHWD shall implement, or require its contractors to implement, all of the following measures as identified by SMAQMD:</p> <p>Basic Construction Emission Control Practices</p> <ul style="list-style-type: none"> <li>• Water all exposed surfaces twice a day – exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.</li> <li>• Cover or maintain at least 2 feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.</li> <li>• Use wet power vacuum street sweepers to remove any visible track out mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.</li> <li>• Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).</li> <li>• All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>• Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by CCR, Title 13, §2449(d)(3) and §2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.</li> <li>• Maintain all construction equipment in proper working</li> </ul>	Citrus Heights Water District (CHWD)	During construction

Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
	condition according to manufacturer’s specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.		
<b>Biological</b>			
<b>Mitigation Measure 2</b>	CHWD or the construction contractor shall schedule vegetation removal and ground clearing activities prior to the initiation of nesting activity (February) or after fledging (end of August). If CHWD determines that it is infeasible to avoid construction during the nesting season, a qualified biologist shall conduct pre-construction surveys between February 1 and August 31 in potential nesting habitat to identify nest sites. If an active raptor nest or sensitive natural communities are observed within 500 feet of the Project site, CHWD shall contact California Department of Fish and Wildlife (CDFW) for guidance and/or establish a 500-foot-buffer around the nest tree. If a passerine bird or other non-raptor nest is observed during surveys, a 100-foot-buffer around the nest shall be established or consultation with CDFW shall be conducted for a reduced buffer zone based on nesting phenology, site conditions, and recommendation(s) of a biological monitor. Construction activities in the buffer zone shall be prohibited until the young have fledged.	CHWD	Prior to and during construction
<b>Mitigation Measure 3</b>	During Project design and construction, CHWD shall avoid jurisdictional trees, including their protected zones as defined by Chapter 106.39 of the Citrus Heights Municipal Code. The CHWD or its contractor shall implement the standard policies and procedures set forth in §106.39.050 of the City’s Municipal Code during the design and construction of proposed improvements. In the event that a protected tree cannot be avoided, CHWD or	CHWD	Prior to and during construction



Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
	<p>its contractor shall obtain a Tree Permit from the City and implement all requirements of the permit. The City may condition any Tree Permit involving removal of a protected tree upon the replacement of trees in kind. The replacement requirement shall be calculated based upon an inch for an inch replacement of the diameter at breast height. Alternatively, the City may require instead payment of a cash contribution based upon the cost of purchasing, planting, irrigating and maintaining the required number of 15-gallon trees. The cash contribution shall be deposited into the Tree Mitigation Fund.</p>		
<b>Cultural</b>			
<b>Mitigation Measure 4</b>	<p>Prior to initiation of construction on the project site, CHWD shall require that any construction or improvement plans contain a notation requiring that if any archaeological, cultural, or historical resources, artifacts, or other features are discovered during the course of construction anywhere on the Project site, work shall be suspended in that location until a qualified professional archaeologist assesses the significance of the discovery and provides consultation with CHWD staff. Appropriate mitigation for curation or protection of the resources, as recommended by the archaeologist, shall be implemented upon approval by CHWD. Further grading or site work within the area of discovery shall not be allowed until the preceding steps have been taken.</p>	CHWD	Prior to and during construction
<b>Mitigation Measure 5</b>	<p>Pursuant to §5097.98 of the California Public Resources Code, and §7050.5 of the California Health and Safety Code, in the event of the discovery of any human remains, all work is to stop, and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission (NAHC) shall be adhered to in the treatment and disposition of the remains.</p>	CHWD	During construction



Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
<b>Hydrology and Water Quality</b>			
<b>Mitigation Measure 6</b>	Prior to the operation of an ASR component to the Project well, the CHWD will submit a Notice of Intent for coverage under Water Quality Order 2012-0010 to the Central Valley Regional Water Control Board together with all information required under Section D of the Order and obtain a Notice of Acceptance.	CHWD	Prior to operation of the ASR component of the Project well.
<b>Mitigation Measure 7</b>	<p>Operation of the Project well ASR component shall meet the following standards:</p> <ul style="list-style-type: none"> <li>• Injected water shall be of a quality that will not result in exceedance of a water quality objective in compliance with the requirements of the Antidegradation Policy</li> <li>• The Project well ASR component shall not negatively impact a groundwater cleanup project</li> <li>• Injected water shall be treated and delivered to the injection well consistent with the requirements of all applicable San Juan Water District and CHWD domestic water supply permits</li> <li>• At a minimum, the following treatment and control measures shall be required: <ul style="list-style-type: none"> <li>○ Treatment (typically flocculation, filtration, and disinfection to remove suspended solids and pathogenic microorganisms) so that all injected water is potable.</li> <li>○ Adequate characterization of source water quality. If source water quality is variable through the year, operate the ASR component to optimize use of better-quality water during injection cycles.</li> <li>○ Design and operation of the Project well ASR component to minimize adverse aquifer conditions and geochemistry.</li> </ul> </li> </ul>	CHWD	During operation of the ASR component of the Project well.

Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
	<ul style="list-style-type: none"> <li>○ Additional treatment when necessary to fully protect all beneficial uses.</li> <li>○ Perform groundwater monitoring of the injection/extraction well and any groundwater monitoring wells to evaluate the potential for groundwater quality changes.</li> <li>○ Implementation of an Operation &amp; Maintenance Plan.</li> <li>• The CHWD shall identify and implement any additional treatment and control measures comply with the requirements of the Antidegradation Policy.</li> </ul>		
<b>Noise</b>			
<b>Mitigation Measure 8</b>	<p>To reduce the effects of construction noise on affected residents, CHWD shall implement the following measures:</p> <ul style="list-style-type: none"> <li>• Except for drilling and constructing the well, all work necessary to implement the project shall be performed between the hours of 7 a.m. and 8 p.m. Monday through Friday</li> <li>• Temporary sound walls (minimum 16 feet high) shall be installed around the work area to reduce noise impacts during drilling and construction operations.</li> <li>• All equipment shall be equipped with appropriate muffler devices to reduce the noise impacts of the drilling operations.</li> <li>• The use of impact wrenches shall be prohibited between the hours of 8 p.m. and 7 a.m.</li> <li>• The CHWD may provide alternate nighttime accommodations if needed to mitigate noise impacts during drilling.</li> </ul>	CHWD	During construction
<b>Mitigation Measure 9</b>	The noise levels of pump station motors and other facilities at the Highland Avenue Well shall not exceed 50 dBA at the	CHWD	Prior to and after construction

Potential Environmental Impact	Mitigation Measure	Responsible Agency	Timing
	<p>property lines. (This will ensure that Citrus Heights Municipal Noise Ordinance standards are met for adjacent existing residential uses.) At the time of well and equipment installation, adequate noise attenuation measures shall be provided to reduce noise levels to the 50-dBA standard. Motors and other noise producing equipment shall be shielded or enclosed to meet this standard. Compliance with this standard shall be demonstrated with pre- and post-construction noise measurements taken during test operations of Project facilities. The implementation of noise attenuation measures shall be to the satisfaction of the CHWD.</p>		

Attachment 2  
Executed Option to  
Purchase and Purchase  
and Sale Agreement

**OPTION TO PURCHASE AND PURCHASE AND SALE AGREEMENT  
WITH JOINT ESCROW INSTRUCTIONS**

This Option to Purchase and Purchase, and Sale Agreement with Joint Escrow Instructions (this "**Agreement**") is made as of ~~November~~ <sup>December</sup>, 20 2018 (the "**Effective Date**"), between FIRST APOSTOLIC CHURCH INCORPORATED OF CITRUS HEIGHTS, a California nonprofit corporation ("**Seller**"), and CITRUS HEIGHTS WATER DISTRICT, a California irrigation district ("**Buyer**").

ARTICLE 1. OPTION AND RIGHT OF ENTRY.

1.1 Grant of Option. For the consideration described below, Seller grants to Buyer the exclusive right ("**Option**") to purchase the Property (as defined below) for the Purchase Price (as defined in Section 3.1, and upon the terms and conditions described herein.

1.2 Consideration. As consideration for the granting of the Option, Buyer will pay to Seller the sum of twenty-one thousand three hundred dollars (\$21,300.00) (the "**Option Price**"). The Option Price shall be paid in prorated in equal monthly installments ("**Option Installments**") commencing on the Effective Date, with the final Option Installment occurring on the first (1st) day of the month in which the Expiration Date occurs. The Option Installments will be applied to the Purchase Price (as described herein) if Buyer elects to exercise the Option.

1.3 Option Period. The Option shall commence on the Effective Date and terminate two (2) years after the Effective Date of this Agreement, and shall end at 5:00 p.m. PST on the date ("**Expiration Date**") which is two (2) years after the Effective Date ("**Option Period**").

1.4 Exercise of Option. Buyer may elect to exercise the Option at any time during the Option Period by delivering written notice of such election ("**Exercise Notice**") to Seller as set forth in Section 12.1. The date that Buyer delivers the Exercise Notice to Seller, as provided in Section 12.1, shall be the "**Option Exercise Date.**"

1.5 Termination. If Buyer fails to properly and timely exercise the Option or provides written notice to Seller that it no longer wishes to purchase the Property, Buyer's rights will automatically and immediately terminate without further notice. Upon termination of the Option, the Parties agree that the then-paid Option Installments shall be non-refundable and may be retained by Seller as consideration in full satisfaction for its granting of the Option. Upon payment., the Option Installments shall become the sole and exclusive property of Seller, and Buyer shall not be entitled to any refund, credit or set off for the payment of the Option Installments. If Option Installments remain owed to Seller as of the date of termination under this section, Buyer shall have no obligation to make such additional payments and all then then-paid Option Installments shall be full satisfaction for its granting of the Option.

1.6 Entry and Investigation of Property/Entry License. During the Option Period, Seller hereby grants to Buyer an irrevocable license to enter upon the Property at all times, without prior notice to Seller, and to perform, at Buyer's sole cost and expense, such engineering

surveys, investigations, soil tests and other studies as deemed necessary by Buyer to assess the suitability of the Property for purchase. Such investigations may include Buyer drilling a test well and conducting related construction activities necessary for Buyer to determine the Property's suitability for a groundwater well. Buyer shall be permitted, at its sole cost and expense, to remove play equipment and related improvements currently located on the Property as necessary for its purposes, however, Buyer shall not remove any trees from the Property during the Option Period. Buyer shall indemnify and hold Seller harmless from and against all actual and alleged liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from Buyer's entry onto the Property pursuant to this Section, provided that Buyer shall not be responsible for any actual and alleged liability, loss, damage, costs, or expenses related to Seller's negligence or willful misconduct. To the degree reasonably practicable, Buyer agrees to restore the Property to its original condition after the completion of such tests. Seller understands and agrees that Buyer may be unable to remove the test well as part of its repair work. In such event, Buyer shall cap, remediate and otherwise decommission such test well consistent with Buyer's reasonable judgment. Seller also understands and agrees that Buyer shall not be required or responsible to replace any play equipment or related improvements that are removed from the Property during the Option Period.

1.7 Work Schedule. During the Option Period, Due Diligence Period, and during Buyer's initial construction of a groundwater well and related improvements on the Property, Buyer agrees that it will not perform any work or testing on the Property on Sundays. Buyer will further endeavor to avoid work on dates with church special events, provided that such dates are provided to Buyer with sufficient time to allow Buyer to do so. Notwithstanding the foregoing, Buyer shall be permitted to perform work on the Property at any time if, in its sole discretion, Buyer determines said work is reasonably necessary to prevent harm to person or property. The provisions of this Section 1.7 shall survive the Closing.

1.8 Beam Drive Easement Costs. The Property is currently benefitted by a private road easement ("Beam Drive Easement"). The affected parcel under the Beam Drive Easement includes the Land (as defined in Section 2.1, below) and also includes the adjoining parcel which will be retained by Seller in the event that Buyer exercises its Option to purchase the Property. If Buyer exercises its Option to purchase the Property, the maintenance costs associated with the Beam Drive Easement shall be shared equally by Buyer and Seller. The provisions of this Section 1.8 shall survive the Closing.

## ARTICLE 2. AGREEMENT OF SALE.

In the event that Buyer exercises its Option consistent with ARTICLE 1 and subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the "**Property**"):

2.1 Land. The real property which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in,

adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the "**Land**");

2.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land (collectively, the "**Improvements**").

The Land and the Improvements are sometimes collectively referred to in this Agreement as the "**Property**";

2.3 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation, that described in the Personal Property Inventory attached hereto as Exhibit B (collectively, the "**Personal Property**").

2.4 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all distribution rights or license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

2.5 Tree Removal. An irrevocable license to enter onto real property owned by Seller adjacent to the Property with written notice to Seller to remove any trees or other vegetation that interferes with Buyer's intended use of the Property as a groundwater well site with related improvements. Such determination will be made in Buyer's reasonable discretion.

### ARTICLE 3. PURCHASE PRICE.

3.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be \$213,000.00. All Option Installment payments made to Seller during the Option Period shall be applied to the Purchase Price at Closing.

### ARTICLE 4. DUE DILIGENCE.

#### 4.1 Due Diligence Period; Inspection and Access.

4.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning the later of (a) the Option Exercise Date or (b) the date on which Buyer has received all of the Due Diligence Documents (defined in Section 4.2) from Seller and ending at 5:00 p.m. on the date 30 days later.

4.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 4.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property pursuant to Section 4.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

4.2 Delivery of Preliminary Documents. Within 5 business days after the Option Exercise Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section (collectively, the "**Preliminary Documents**") in Seller's possession or control.

4.2.1 Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Option Exercise Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. In the event that Buyer has already obtained a Preliminary Title Report for its purposes during the Option Period or otherwise, Seller may satisfy its obligations under this Section by obtaining an updated Preliminary Title Report from such Title Company. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in this Section.

4.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property (collectively, the "**Plans**");



4.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

4.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

4.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

4.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses, distribution agreements, license agreements, exclusive or nonexclusive showing rights;

4.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Option Exercise Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report.

4.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 4.1, the documents and information described in this Section (collectively, the "**Additional Documents**");

4.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 4.2. If no such documents exist, Seller shall furnish its certification to that effect;

4.3.2 Warranties. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

4.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

4.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to

transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

4.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

4.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

4.5 Title Review.

4.5.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

4.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 10.6.1.

4.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 10.6.1.

4.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

## ARTICLE 5. CONDITIONS PRECEDENT.

5.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

5.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation;

5.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 4.5.

5.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner's policy of title insurance, provided that Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 4.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

5.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

5.1.5 Representations and Warranties. The representations and warranties of Seller set forth in ARTICLE 6 being true and accurate on the Closing Date, as if made on such date.

5.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

5.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

5.1.8 Subdivision Map Act Compliance. Buyer obtaining City of Citrus Heights approval of a lot line adjustment or other land use approval necessary to create the Property, including a formal legal description, as a lawful parcel under all applicable law. Evidence of such approval, including a formal legal description, shall be deposited into escrow to document satisfaction of this condition.

5.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

5.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

5.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

## ARTICLE 6. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

6.1 Defects. The Improvements and the Personal Property are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

6.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private.

6.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to ARTICLE 4, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any

information required to make the submission thereof accurate and complete in all material respects.

6.4 Taxes and Condemnation. There are no presently pending special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

6.5 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

6.6 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

6.7 Contracts/Leases/Occupancy Rights. There are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

6.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

6.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

6.10 Hazardous Materials.

6.10.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et. seq., the Hazardous Materials

Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

#### 6.10.2 Representations.

(a) To the best of Seller's knowledge the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or

user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(g) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

6.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

6.12 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

6.13 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

6.14 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

6.15 No Employees. Other than the caretaker who provides certain specified services to Seller regarding the Property, but whose service shall end at Closing, there are no on-site employees of Seller at the Property. On or before Closing, Seller shall terminate such employment at the Property and any residence or occupancy thereof and Buyer shall have no

obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

6.16 Misstatements and Omissions. Neither the representations and warranties made by Seller in this ARTICLE 6 nor elsewhere in this Agreement contain any untrue statement of a material fact.

#### ARTICLE 7. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

7.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

7.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

#### ARTICLE 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

8.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in ARTICLE 6 and ARTICLE 7, respectively, shall survive the Closing Date and shall not merge with the delivery to Buyer of the Grant Deed.

8.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

#### 8.3 Indemnification.

8.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses



of all experts and consultants (collectively, the "Losses"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

8.3.2 Buyer's Indemnity. Buyer's obligations pursuant to this Section shall survive the Closing. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, and their respective directors, officers and agents from and against any and all Losses, arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement;

(b) Buyer's ownership of the Property or the operation of the Property after the Closing Date; or

## ARTICLE 9. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this ARTICLE 9 from the Option Exercise Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

9.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, enter into any material agreement of any type affecting the Property that would survive the Closing Date.

9.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

9.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

9.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

9.5 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

9.6 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 5.2 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in ARTICLE 6 becoming false or incorrect.

## ARTICLE 10. CLOSING.

10.1 Time. Provided all conditions set forth in ARTICLE 5 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 15 days after the expiration of the Due Diligence Period (the "**Closing Date**"), as such date may be extended by the provisions of this Article.

10.2 Escrow. This Article, together with such additional instructions as Placer Title Company, Attention: Jenny Vega, Escrow Officer, 2901 "K" St., Ste. 390, Sacramento California ("**Escrow Holder**" "Escrow Holder" ), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

10.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

10.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit F;

10.3.2 A duly executed bill of sale, in the form of Exhibit D, conveying the Personal Property to Buyer free and clear of liens, encumbrances and restrictions ("**Bill of Sale**");

10.3.3 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, and (c) in all intangible assets of the Property (the "**General Assignment**");

10.3.4 A certificate executed by Seller stating that all representations and warranties made by Seller pursuant to this Agreement are true and correct as of the Closing Date ("**Seller's Certificate**");

10.3.5 All costs of Closing, including, but not limited to, the CLTA increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus proration as provided in Section 10.8; provided that, subject to Section 10.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

10.3.6 Seller's Non-foreign Certification;

10.3.7 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

10.3.8 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

10.4 Deliveries Outside of Escrow. Notwithstanding Section 10.3, Seller and Buyer may elect to deliver the documents described in Section 10.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

10.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

10.5.1 The Purchase Price, minus the Option Installments, in accordance with the provisions of ARTICLE 3, plus or minus proration as provided in Section 10.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

10.5.2 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

#### 10.6 Default, Termination and Remedies.

10.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 5.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 4.4 (disapproval of Due Diligence Investigation), Section 4.5 (disapproval of title) or ARTICLE 11 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

10.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 5.2 has not been satisfied or waived by Seller by the Closing Date.

10.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 10.6.1 or 10.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.


#### 10.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.


(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER GIVES BUYER WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE OPTION PAYMENTS AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS PRIOR TO BUYER'S APPROVAL OF THE TITLE REVIEW; (III) RECEIVE AND RETAIN THE OPTION PAYMENTS AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (IV) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS SECTION. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT,

BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT IN THE FORM OF, AMONG OTHER THINGS, ADDITIONAL INTEREST COSTS, MARKETING COSTS, OPPORTUNITY COSTS AND OTHER RELATED EXPENDITURES; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE OPTION PAYMENTS ARE A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

  
SELLER'S INITIALS

  
BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS SECTION.

  
SELLER'S INITIALS

  
BUYER'S INITIALS

10.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 10.3 and 10.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

10.7.1 Record the Grant Deed;

10.7.2 Cause the Title Company to issue the Title Policy to Buyer;

10.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale and the General Assignment; and (c) the Seller's Certificate and the Non-foreign Certification;

10.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 10.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

10.8 Prorations. Subject to the other provisions of this Section, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

10.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 8.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

10.8.2 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

10.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

10.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

## ARTICLE 11. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this ARTICLE 11. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected



or will affect a material part of the Property. As used herein, (a) the destruction of a "material part" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds \$200,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "material part" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds \$200,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 10.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this ARTICLE 10.

ARTICLE 12. GENERAL.

12.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER:

7737 Highland Ave.  
Attn: Citrus Heights Co 95621

Phone: \_\_\_\_\_

With a copy to:

Citrus Heights Water District  
Attn: General manager  
operational manager  
6230 Sylvan Rd, Citrus Heights CA 95621  
Phone: 916-735-778

BUYER: Citrus Heights Water District  
Attn: General Manager  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Phone: 916.725.6873

With a copy to: Best Best & Krieger LLP.  
Attn: Steve Anderson  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95818  
Phone: (916) 325-4000

Either party may change its address by written notice to the other given in the manner set forth above.

12.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

12.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

12.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

12.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.



12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

12.7 Confidentiality and Publicity. Seller shall at all times keep this transaction and any documents received from Buyer confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

12.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

12.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

12.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

12.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

12.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

12.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

12.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

12.15 Commissions, Indemnity, Disclosure. Buyer has engaged John Tony David to act as its broker. Mr. David shall be paid a flat commission of \_\_\_\_\_ for representing Buyer which shall be paid out of escrow deposit. Seller represents to Buyer that there is no broker representing such party in the current transaction, and that Seller has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Except as set forth above, Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 12.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

12.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITRUS HEIGHTS WATER DISTRICT, an irrigation district

By 

Its General Manager

ATTEST:

By 

Board Clerk

APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP

By:   
General Counsel

SELLER:

FIRST APOSTOLIC CHURCH INCORPORATED  
OF CITRUS HEIGHTS, a California corporation

By:   
Its Chairman/ Pastor

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: 12/20, 2018


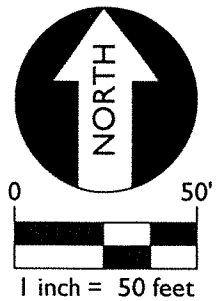
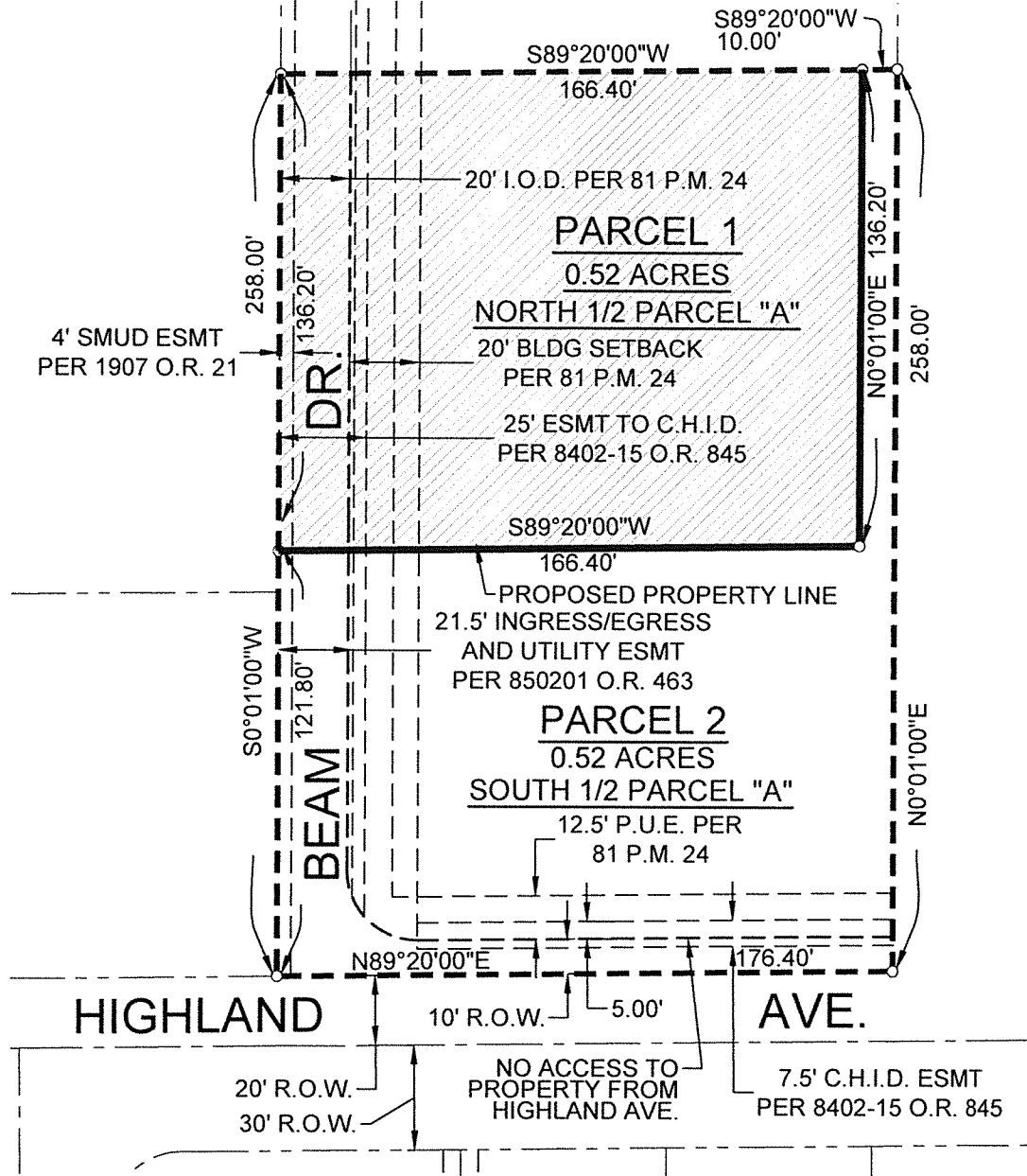
By:   
Name: HILARY M. STRAUS  
Title: General Manager

EXHIBIT A  
LAND DESCRIPTION

FILENAME: i:\18-017 SURVEY\DWG\18-017PAR1-EX2.DWG PLOTTED: Tuesday, October 02, 2018



WARREN CONSULTING ENGINEERS, INC.  
1117 WINDFIELD WAY, SUITE 110  
EL DORADO HILLS, CA 95672 (916)985-1870

Title: EXHIBIT		Ref:	
Project: CITRUS HEIGHTS WATER DISTRICT 7725 HIGHLAND AVENUE		Job No: 18-017	Sheet No.  <b>1</b>
CITRUS HEIGHTS, SAC. CO., CALIFORNIA		Scale: 1"=50'	
		Date: 10/2/18	

EXHIBIT A  
PARCEL 1  
NORTH PARCEL LEGAL DESCRIPTION  
APN 211-0192-087  
PAGE 1 OF 1

BEING LOCATED WITHIN THAT PARCEL OF LAND DESCRIBED AS PARCEL "A" IN BOOK 81 OF PARCEL MAPS AT PAGE 24 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AFORESAID PARCEL "A" AS SHOWN IN BOOK 81 OF PARCEL MAPS AT PAGE 24.

THENCE THE FOLLOWING SIX (6) COURSES:

- 1.) ALONG NORTHERLY PROPERTY LINE OF AFORESAID PARCEL "A" NORTH 89°20'00" EAST 20.00 FEET TO A POINT ON EXISTING I.O.D. ALONG BEAM DRIVE;
- 2.) CONTINUING ALONG SAID NORTHERLY PROPERTY LINE NORTH 89°20'00" EAST 146.40 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL "A";
- 3.) LEAVING SAID NORTH LINE SOUTH 00°01'00" WEST 136.20 FEET;
- 4.) SOUTH 89°20'00" WEST 146.40 FEET TO A POINT ON EXISTING I.O.D. ALONG BEAM DRIVE;
- 5.) SOUTH 89°20'00" WEST 20.00 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF AFORESAID PARCEL "A";
- 6.) ALONG WESTERLY PROPERTY LINE OF AFORESAID PARCEL "A" NORTH 00°01'00" EAST 136.20 FEET TO THE POINT OF BEGINNING;

CONTAINING: 22,661+/- SQUARE FEET OR 0.52+/- ACRES.

EXCLUSIONS: ANY EASEMENTS ON DEDICATION SHOWN ON PARCEL MAP RECORDED IN BOOK 81 OF PARCEL MAPS AT PAGE 24.

BASIS OF BEARING FOR THE DESCRIPTION IS THE SAME AS PARCEL MAP RECORDED IN BOOK 81, PAGE 24 ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.  
1117 WINDFIELD WAY, STE.110  
EL DORADO HILLS, CA 95762  
10/02/18

EXHIBIT A  
PARCEL 2  
SOUTH PARCEL LEGAL DESCRIPTION  
APN 211-0192-087  
PAGE 1 OF 1

BEING LOCATED WITHIN THAT PARCEL OF LAND DESCRIBED AS PARCEL "A" IN BOOK 81 OF PARCEL MAPS AT PAGE 24 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A" AS SHOWN IN BOOK 81 OF PARCEL MAPS AT PAGE 24.

THENCE THE FOLLOWING SIX (6) COURSES:

- 1.) ALONG EASTERLY PROPERTY LINE OF AFORESAID PARCEL "A" SOUTH 00°01'00" WEST 258.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A";
- 2.) ALONG THE SOUTHERLY PROPERTY LINE OF SAID PARCEL "A" SOUTH 89°20'00" WEST 176.40 FEET;
- 3.) ALONG THE WESTERLY PROPERTY LINE OF SAID PARCEL "A" NORTH 00°01'00" EAST 121.80 FEET;
- 4.) LEAVING SAID WESTERLY PROPERTY LINE NORTH 89°20'00" EAST 166.40;
- 5.) NORTH 00°01'00" EAST 136.20 FEET TO THE NORTHERLY PROPERTY LINE OF AFORESAID PARCEL "A";
- 6.) ALONG SAID NORTHERLY PROPERTY LINE NORTH 89°20'00" EAST 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING: 22,846+/- SQUARE FEET OR 0.52+/- ACRES.

EXCLUSIONS: ANY EASEMENTS ON DEDICATION SHOWN ON PARCEL MAP RECORDED IN BOOK 81 OF PARCEL MAPS AT PAGE 24.

BASIS OF BEARING FOR THE DESCRIPTION IS THE SAME AS PARCEL MAP RECORDED IN BOOK 81, PAGE 24 ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.  
1117 WINDFIELD WAY, STE.110  
EL DORADO HILLS, CA 95762  
10/02/18

EXHIBIT B  
PERSONAL PROPERTY INVENTORY



First Apostolic Church – Highland Ave

Inventory of items located on property



Item #1 – Swing Set





Item #2 – Water Fountain





Item #3 – Tree





Item #4 – Tree





Item #5 – Tree



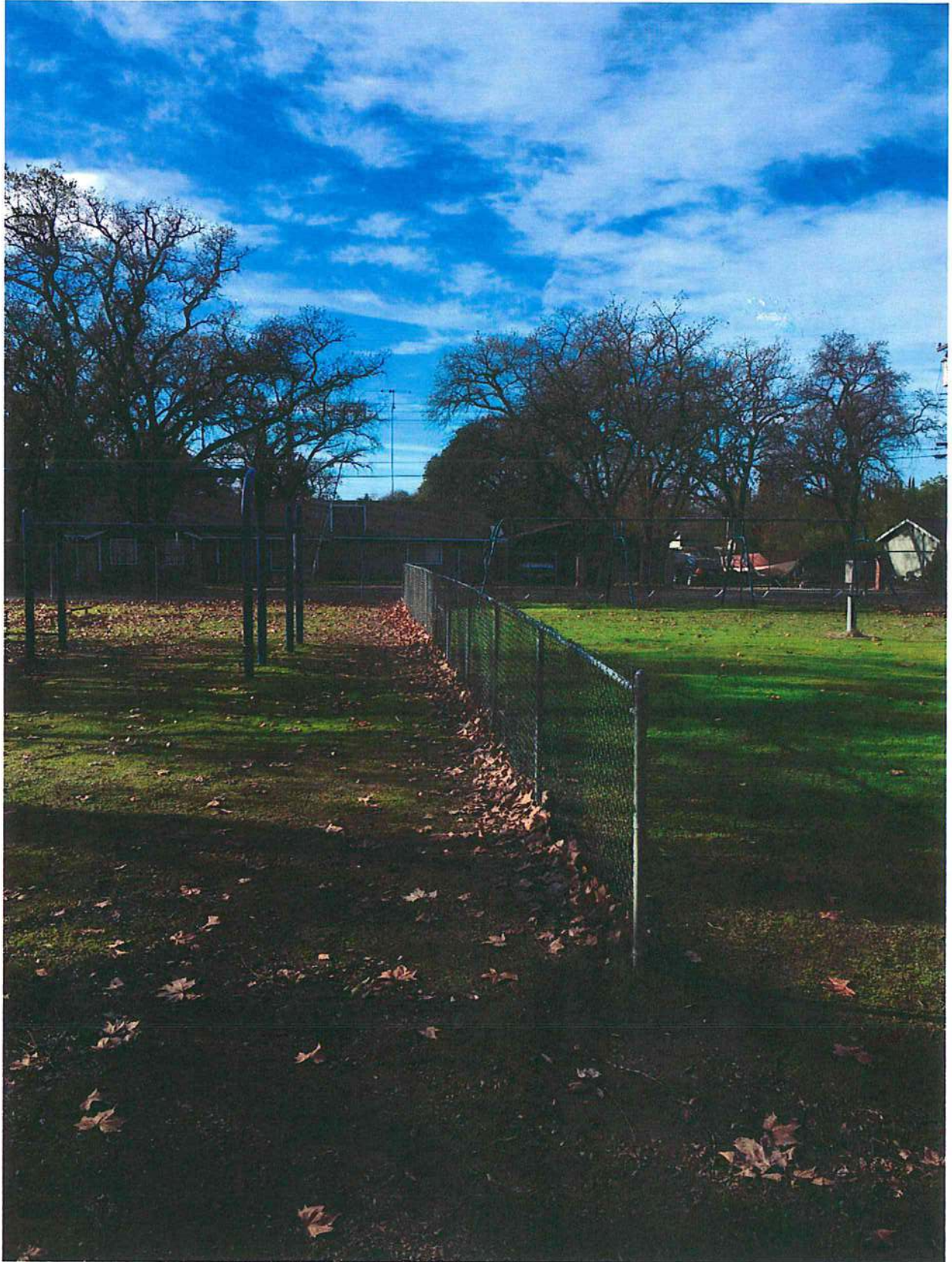


Item #6 – Play Tunnel





Item #7 – Partition Fence





Item #8 – Hanging Bar and Walking Rail





Item #9 – Play Structure





Item #10 – Triangle Climbing Bars





Item #11 – Water Meter and Backflow





Item #12 – Three Foot High Bar





Item #13 – Tree and Water Fountain





Item #14 – Swing Set

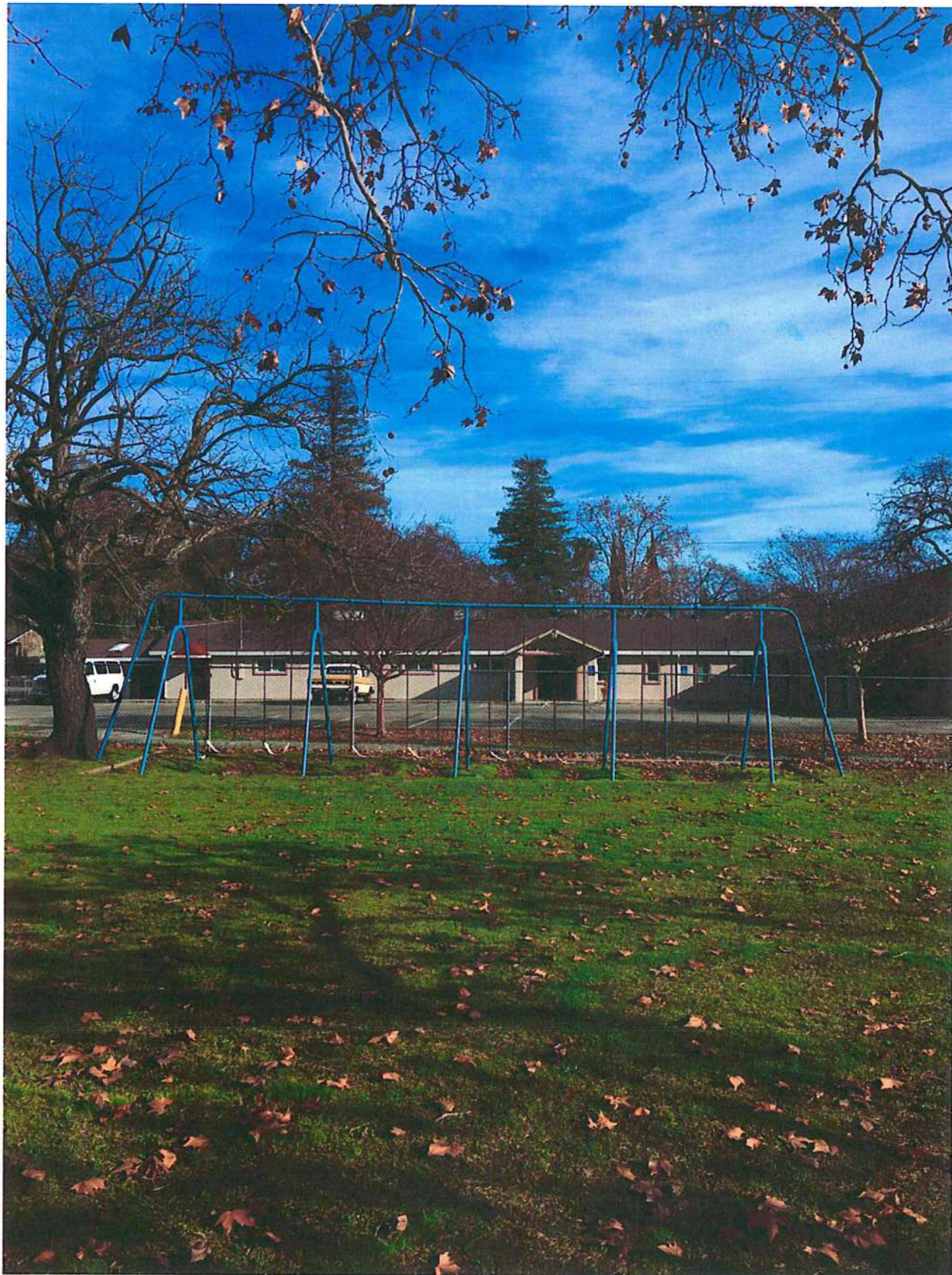


EXHIBIT C  
TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITRUS HEIGHTS WATER DISTRICT, an irrigation district (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by \_\_\_\_\_ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number is \_\_\_\_\_; and
3. The Transferor's office address is \_\_\_\_\_.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Transferor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Purchase and Sale Agreement dated May \_\_, 20\_\_\_ (the "Agreement"), Transferor hereby sells, transfers, assigns and delivers to the CITRUS HEIGHTS WATER DISTRICT, an irrigation district ("Transferee"), any and all personal property (the "Personal Property") located within or used in connection with that certain improved real property commonly known as \_\_\_\_\_, CA (the "Real Property"), as more particularly described in Schedule 1 attached hereto. The Personal Property shall include, without limitation, the items described in the Personal Property Inventory attached hereto as Schedule 2.

1. Transferor hereby assigns all warranties, guarantees and indemnities, whether those warranties are express or implied, and all similar rights which Transferor may have against any other manufacturer or supplier of the Personal property or any portion thereof or against any seller, engineer, contractor or builder, in respect of the Personal Property.

2. Transferor warrants that each item of the Personal Property is in good condition, order and repair and suitable for its intended purpose on the date of this Bill of Sale.

3. Transferor at any time at or after the date of this Bill of Sale shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Transferee, and shall take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Transferee for the purpose of granting and confirming to Transferee, or reducing to Transferee's possession, any or all of the Personal Property. If requested by Transferee, Transferor further agrees to prosecute or otherwise enforce in its own name for the benefit of Transferee any claims, rights or benefits included in the Personal Property that require prosecution or enforcement in Transferor's name. Transferor also hereby appoints Transferee as its agent to act in Transferor's name and on Transferor's behalf to take any action necessary to effect the transfer of any of the Personal Property to Transferee, or prosecute or otherwise enforce any claims, rights or benefits included in the Personal Property in Transferor's name, including bringing suit in Transferor's name.



4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

DATED: \_\_\_\_\_, 20\_\_.

TRANSFEROR:

\_\_\_\_\_, a California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

SCHEDULE 1  
LEGAL DESCRIPTION OF REAL PROPERTY

SCHEDULE 2  
PERSONAL PROPERTY INVENTORY

EXHIBIT E  
GENERAL ASSIGNMENT

This Assignment (the "Assignment") is made as of \_\_\_\_\_, by \_\_\_\_\_, a California corporation ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated November \_\_, 2018 (the "Agreement"), Assignor hereby assigns and transfers to the CITRUS HEIGHTS WATER DISTRICT, an irrigation district ("Assignee"), with respect to the real property described in Schedule 1, following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts"), as more particularly described in Schedule 2 attached hereto;

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals"), which Approvals are more particularly described in Schedule 3 attached hereto;

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

\_\_\_\_\_, a California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

[Acknowledgments Required]

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the  
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 20\_\_\_\_, from \_\_\_\_\_, to the Citrus Heights Water District, an irrigation district, is hereby accepted by the undersigned officer on behalf of the Citrus Heights Water District, pursuant to the authority conferred by Resolution No. \_\_\_\_\_, adopted by the Board of Directors of the Citrus Heights Water District on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 20\_\_\_\_

CITRUS HEIGHTS WATER  
DISTRICT

By \_\_\_\_\_

**EXHIBIT F**  
**GRANT DEED**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO**

CITRUS HEIGHTS WATER DISTRICT  
6230 Sylvan Road  
Citrus Heights, CA 95610  
ATTN: Board Clerk

**EXEMPT FROM RECORDING FEES PURSUANT  
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: \_\_\_\_\_

## Grant Deed

The undersigned Grantor(s) declare(s): Citrus Heights Water District is exempt from property taxes  
Documentary transfer tax is \$\_\_\_\_\_.

- Computed on full value of property conveyed, or  
 Computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area  City of \_\_\_\_\_ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of \_\_\_\_\_  
County of \_\_\_\_\_  
State of California:

SEE ATTACHED EXHIBIT A

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)



# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS APRIL 15, 2020 MEETING

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SUBJECT : DISCUSSION AND POSSIBLE ACTION TO RECONSIDER REQUEST FROM MITCHELL VILLAGE PROJECT DEVELOPER TO BOND CAPACITY FEES FOR THE MITCHELL VILLAGE PROJECT

STATUS : Action Item

REPORT DATE : April 8, 2020

PREPARED BY : Missy Pieri, Director of Engineering/District Engineer  
Joshua Nelson, Assistant General Counsel

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### **OBJECTIVE:**

Receive update and potentially reconsider Project developer's request to bond the capacity fees for the Mitchell Village Project.

### **BACKGROUND AND ANALYSIS:**

Watt Companies, Inc. and KB Homes (Owner) is developing a 258 lot subdivision at the old Sunrise Golf Course, called "Mitchell Village". The property is bounded by Sunrise Boulevard to the west, Fair Oaks Boulevard to the east, Arcadia Drive to the south, and the Sacramento Municipal Utility District substation to the north. On March 24, 2020, the Owner requested Citrus Heights Water District (CHWD) consider the following requested accommodations:

1. CHWD to charge 2019 Project Charges & Fees amounts, not the 2020 amounts
2. CHWD to allow the Owner to phase or pay a portion of the owed fees

This request was presented to the Board at the March 30, 2020 Special Board Meeting as follows:

The 2019 and 2020 Project Charges & Fees are summarized below.

**Table 1**  
**2019 and 2020 Project Charges & Fees**

<b>Fee Type</b>	<b>2019 Amount</b>	<b>2020 Amount</b>	<b>Difference</b>
CHWD Plan Check Charges	\$10,230	\$10,230*	\$0
CHWD Inspection Charges	\$84,895	\$93,619	\$8,724
CHWD Capacity Fees	\$1,702,470	\$1,816,985	\$114,515
CHWD Meter Set Charges	\$137,822	\$165,854	\$28,032
<b>Total CHWD Fees</b>	<b>\$1,935,417</b>	<b>\$2,086,688</b>	<b>\$151,271</b>
<b>Total San Juan Water District Fees</b>	<b>\$230,774</b>	<b>\$305,464</b>	<b>\$74,690</b>

\*The amount paid reflects the 2019 rate as the CHWD Plan Check Charges were paid in 2019

**Request #1: CHWD to charge 2019 Project Charges & Fees amounts, not the 2020 amounts:**

The District communicated to the Owner on a number of occasions what the applicable Project Charges and Fees were and that they were going to change as of January 1, 2020. E-mails were sent to the Owner regarding the applicability of fees on January 1, 2019, July 23, 2019, November 27, 2019, and December 18, 2019. Moreover, on November 27, 2019 and on December 18, 2019, CHWD explicitly alerted the Owner that the Project Charges & Fees were changing as of January 1, 2020. Therefore, staff recommended the Owner pay the 2020 Project Charges & Fees.

At the March 30, 2020 Special Board Meeting, the Board concurred with staff recommendation requiring the Owner pay the 2020 Project Charges & Fees.

**Request #2: CHWD to allow the Owner to phase or pay a portion of the owed fees:**

Three options are provided for Board consideration concerning the applicability of 2020 Project Charges & Fees to the Mitchell Village project.

Option 1: Apply Existing District Policy

Per District Policy 7500.04, Capacity Charges associated with new development will be accepted only after approval of the water distribution system or development improvement plan by the District. Capacity Charges shall be paid in full prior to construction and inspection of water distribution facilities. This was the “status quo” option.

Option 2: Pay 75% of the Capacity Fees Prior to Water Facilities Construction

This option is outlined as follows:

- CHWD Inspection Fees shall be due prior to water facilities construction
- 75% of CHWD Capacity Fees shall be due prior to water facilities construction
- Remaining 25% of CHWD Capacity Fees shall be due prior to acceptance of water facilities
- CHWD Meter Set Fees shall be due at time of water service (CHWD to collect San Juan Water District (SJWD) Wholesale Fees at this time per SJWD)

The deferment plan for Option 2 is summarized in the table below.

**Table 2  
 Option 2—Project Charges and Fees Deferment Plan**

Fee Type	When Due?	Amount Due Prior to Construction	Amount Due Prior to Accept. of Fac. or Time of Water Serv.
CHWD Plan Check Charges	Paid	\$10,230*	\$0
CHWD Inspection Charges	Prior to Construction	\$93,619	\$0

Fee Type	When Due?	Amount Due Prior to Construction	Amount Due Prior to Accept. of Fac. or Time of Water Serv.
CHWD Capacity Fees	75% Prior to Construction / 25% Prior to Acceptance of Water Facilities	\$1,362,738.75	\$454,246.25
CHWD Meter Set Charges	Time of Water Service	\$0	\$165,854
SJWD Wholesale Fees	Time of Water Service	\$0	\$305,464
<b>Total</b>		<b>\$1,456,357.75</b>	<b>\$925,564.25</b>

\*The amount paid reflects the 2019 rate as the CHWD Plan Check Charges were paid in 2019

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

Option 3: Bond for the Capacity Fees

This option is outlined as follows:

- CHWD Inspection Fees shall be due prior to water facilities construction
- CHWD Capacity Fees to be bonded by Owner for 105% of the Capacity Fees and shall be due prior to acceptance of water facilities
- CHWD Meter Set Fees shall be due at time of water service (CHWD to collect San Juan Water District (SJWD) Wholesale Fees at this time)

The deferment plan for Option 3 is outlined in the table below.

**Table 3**  
**Option 3—Project Charges and Fees Deferment Plan**

Fee Type	When Due?	Amount Due Prior to Construction	Amount Due Prior to Accept. of Fac. or Time of Water Serv.
CHWD Plan Check Charges	Paid	\$10,230*	\$0
CHWD Inspection Charges	Prior to Construction	\$93,619	\$0
CHWD Capacity Fees	Prior to Acceptance of Water Facilities, Bond Required	\$0	\$1,816,985
CHWD Meter Set Charges	Time of Water Service	\$0	\$165,854
SJWD Wholesale Fees	Time of Water Service	\$0	\$305,464
<b>Total</b>		<b>\$93,619</b>	<b>\$2,288,303</b>

\*The amount paid reflects the 2019 rate as the CHWD Plan Check Charges were paid in 2019

\*\*\*\*\*

At the March 30, 2020 Special Board Meeting and given the economic importance of the Mitchell Village project to the community and the extraordinary economic downturn caused by the COVID-19 Pandemic, the Board approved the deferment of the 2020 Project Charges and Fees using Option 3 (Bond for the Capacity Fees), which requires a bond to be issued and approved by CHWD prior to any water facilities construction. Staff had recommended Option 2 but the Board approved the Owner's preferred relief of Option 3. During its discussion of the request, the Owner assured the Board that the bond would be a standard condition for this type of project.

The details of the Board-approved deferment was described in a draft Fee Deferral Agreement prepared by CHWD legal counsel and emailed to the Owner on April 1, 2020. A copy of the Fee Deferral Agreement accompanies this staff report. To date, no edits on the draft Agreement have been received.

On April 3, the Owner requested CHWD allow commencement of construction of water facilities prior to securing the bond for the capacity fees. The Owner stated bond issuance has been delayed due to corporate discussions and the COVID-19 pandemic. Despite staff requests, the Owner has been unable to provide a timeline for obtaining necessary corporate approvals.

While staff understands the difficulties associated with the current situation, it had interpreted the Owner's request for Option 3 as a request without conditions beyond the negotiation and execution of an acceptable deferral agreement. The lack of necessary corporate approval was not disclosed to staff in advance of the March 30<sup>th</sup> meeting or to the Board at that meeting. As such, staff is concerned about potential open-ended delays. Based on this, the Board may wish to consider placing a deadline for the Owner to provide the previously approved bond. If this bond is not obtained by such time period, the Board could approve Options 1 or 2.

In light of this, staff recommends the Owner secure a bond for the capacity fees prior to water facilities construction and no later than May 15, 2020. If the bond cannot be secured by May 15, 2020, staff recommends the Board consider the Owner pay the Project Charges and Fees as outlined in Option 2 (Pay 75% of the Capacity Fees Prior to Water Facilities Construction).

**RECOMMENDATION:**

Require Owner to secure bond for the Capacity Fees by May 15, 2020 or require deferment of the 2020 Project Charges and Fees using Option 2 as described above in this staff report.

**ATTACHMENT:**

Fee Deferral Agreement

**ACTION:**

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

**FEE DEFERRAL AGREEMENT  
BETWEEN THE  
CITRUS HEIGHTS WATER DISTRICT AND  
[INSERT LEGAL NAME OF DEVELOPER]**

This Fee Deferral Agreement (“**Agreement**”) is dated April \_\_\_\_\_, 2020 (“**Effective Date**”), and is entered into by and between the Citrus Heights Water District, a public entity organized and operating under the laws of the State of California (“**CHWD**”) and \_\_\_\_\_, a \_\_\_\_\_ (“**Applicant**”). CHWD and Applicant are sometimes collectively referred to as the “**Parties**” throughout this Agreement.

**RECITALS**

A. Applicant is currently developing a project known as Mitchell Village (“**Project**”) on that certain real property located in the City of Citrus Heights, California, as more fully described in Exhibit A attached to this Agreement (“**Property**”) and incorporated herein by reference.

B. In light of the COVID-19 pandemic and the expected economic impacts of the pandemic, Applicant has requested a deferral of capacity fees to be imposed against the Project and the Property by CHWD (“**Deferred Capacity Fees**”). Applicant has further requested that CHWD collect CHWD’s meter set charge and San Juan Water District’s wholesale water fees (“**Other Fees**”) at the time of receiving water service at each individual parcel within the Project.

C. On March 30, 2020, the CHWD Board of Directors authorized the General Manager to allow the deferral of the Deferred Capacity Fees until acceptance of water facilities provided that the payment obligation was secured through a surety bond and to allow Applicant to pay the Other Fees at the time of water service for parcels. CHWD inspection fees shall still be due prior to water facilities construction.

D. The Parties wish to document the payment of the Deferred Capacity Fees and Other Fees as set forth in this Agreement.

**TERMS**

1. Applicant’s Obligation and Payment of Inspections Charges. Applicant shall pay CHWD inspection charges owed for the Project of Ninety-Three Thousand Six Hundred Nineteen Dollars (\$93,619) prior to or on the Effective Date. CHWD shall have no obligation to conduct any inspections until these charges are paid.

2. Applicant’s Obligation and Payment of Deferred Capacity Fees. The Parties hereby acknowledge and agree that the principal balance of the Deferred Capacity Fees is currently One Million Eight Hundred Sixteen Thousand Nine Hundred Eight-Five Dollars and Six Cents (\$1,816,985.06). The amount of the Deferred Capacity Fees shall be fixed as of the date of this Agreement, and the Deferred Capacity Fees shall not thereafter be subject to change, either upward or downward, for the term of this Agreement, except that if the Deferred Capacity Fees are not fully paid by December 31, 2020 the Deferred Capacity Fees shall be subject to any

applicable increase in the amount of such fees. Water service shall not be provided to any parcel or at any appurtenance (i.e., fire hydrant), until the Deferred Capacity Fees are paid in full.

2.1 **Payment of Deferred Capacity Fees.** The Deferred Capacity Fees shall be due and payable upon Applicant's request for CHWD to accept the water mains, water service laterals, meter boxes and related infrastructure necessary to serve the Project with the exception of the meters necessary to serve individual parcels ("**Water Facilities**").

2.2 **Security.** As security for the payment of the Deferred Capacity Fees, Applicant has provided a surety bond ("**Payment Guarantee**") in a form satisfactory to the General Manager, or the General Manager's designee, in the amount of One Million Nine Hundred Seven Thousand Eight Hundred Thirty-Four Dollars and Thirty-One Cents (\$1,907,834.31). CHWD shall use the Payment Guarantee to pay the Deferred Capacity Fees and CHWD's related direct costs, including legal fees, if payment is not received by CHWD on or before the date the Deferred Capacity Fees are due.

2.3 **Expiration of the Payment Guarantee.** The initial Payment Guarantee shall not expire prior to December 31, 2020. If Applicant has not paid the Deferred Capacity Fees by such date, it shall provide a revised Payment Guarantee in a form satisfactory to the General Manager, or the General Manager's designee, reflecting any increased amount for calendar year 2021 and equal to One Hundred Five Percent (105%) of the revised Deferred Capacity Fees prior to the expiration of the initial Payment Guarantee. Failure to do so by December 15, 2020 shall be a default of the Agreement. In future years, revised Payment Guarantees shall be provided.

3. Applicant's Obligation and Payment of Other Fees. Applicant shall pay the Other Fees for each parcel concurrently with a request for CHWD to provide water service to that parcel, provided that requests shall be provided in minimum blocks equal to at least twenty-five parcels. Notwithstanding Section 11 of the Agreement and provided that Applicant is not in breach of any terms or conditions of the Agreement, such parcel may be transferred to a third party and such parcel shall no longer be considered part of the Property or otherwise subject to this Agreement. Water service shall not be provided to a parcel until all Deferred Capacity Fees and Other Fees are paid for said parcel.

4. Additional CHWD Fees. Nothing herein shall relieve Applicant from its obligation to pay additional CHWD connection, capacity, or other fees and charges that may become due in the future.

5. Term. This Agreement shall commence on the Effective Date and shall remain in effect as long as Applicant complies with all terms and conditions. The Agreement may be terminated for cause by either party with written notice. CHWD may further terminate the Agreement without cause if Applicant has not paid the Deferred Capacity Fees by December 1, 2021. Without limiting CHWD's remedies in the event of termination, the Deferred Capacity Fees and Other Fees shall be immediately due and payable upon termination of the Agreement by either Party, expressly including, breach in response to a default by CHWD.

6. Construction of the Water Facilities. This Agreement does not modify or limit Applicant's obligation to construct the Water Facilities and to otherwise comply with all CHWD's rules and regulations, policies or other requirement applicable to the Project. However, any violation of such rules and regulations, policies or other requirements shall be a breach of this Agreement. Moreover, CHWD shall be under no obligation to provide water service to the Project or any portion of the Property unless and until Applicant has paid all owed fees and charges.

7. Waiver of Further Relief. Applicant acknowledges that CHWD is providing a one-time exception to its Policy No. 7500.04 to grant the fee and charge deferrals in this Agreement in recognition of the COVID-19 pandemic and the resulting economic uncertainty. Applicant shall not seek or request any further fee or charge waiver, deferral or accommodation from CHWD for the Project. Applicant further understands and agrees that the Parties have executed this Agreement during the declaration of a state and local emergency in response to COVID-19. Applicant shall perform its obligations under this Agreement without any claim or assertion of impossibility, force majeure, or a similar defense.

8. Notices. Any notice or other communication to be given to either party pursuant to this Agreement shall be given by delivering the same in writing to the parties at the addresses set forth below:

Applicant: [insert]

CHWD: General Manager  
Citrus Heights Water District (physical location)  
6230 Sylvan Road  
Citrus Heights, CA 95610

Citrus Heights Water District (mailing address)  
P.O. Box 286  
Citrus Heights, CA 95611

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing herein shall preclude the giving of personal notice.

9. Integration. The Parties understand and agree that no representation or promise has been made by Applicant or CHWD concerning the subject matter of this Agreement, except as expressly set forth in this Agreement; and that all agreements and understandings between the parties concerning the subject matter of this Agreement are embodied and expressed in this Agreement.

10. Amendments; Waivers. This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this 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.

11. Assignment; Successors and Assigns. Applicant agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement without the prior written consent of CHWD, which may be granted or conditioned in CHWD's sole discretion. Any such purported assignment, transfer, or delegation without the prior written consent of CHWD shall be null and void. Applicant represents that it has not previously assigned or transferred any claims or rights released by it pursuant to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement shall not benefit any other person or entity except as specifically enumerated in this Agreement.

12. Severability. If any provision of this Agreement, or its application to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, that should this Agreement or any provision be found to be invalid or unenforceable, the Deferred Capacity Fees and Other Fees shall become immediately due and payable.

13. Legal Challenges. The Parties hereby acknowledge and agree that CHWD does not warrant this Agreement against legal challenge or warrant its enforceability. Applicant specifically waives any defense related in whole or in part to the validity of this Agreement. Should this Agreement or any provision be found to be invalid or unenforceable, the Deferred Capacity Fees and Other Fees shall become immediately due and payable.

14. Indemnification. Applicant hereby specifically agrees to assume the defense of, indemnify, and hold harmless CHWD and its officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively, "**Liabilities**"), to which they may be subjected or put, by reason of, or resulting from this Agreement, except Liabilities arising from the gross negligence or willful misconduct of CHWD. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as to while it is in force.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California, with venue in Sacramento County, California.

16. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Headings are used for reference purposes only and should be ignored in the interpretation of the Agreement.



17. Execution Authority. The undersigned certify that they are authorized to execute this Agreement and bind their respective parties thereto.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

19. Recitals. The Parties acknowledge that the recitals of this Agreement as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Agreement.

***[Signatures on Following Page]***

**FEE DEFERRAL AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the respective dates set forth below.

**CITRUS HEIGHTS WATER DISTRICT**

By: \_\_\_\_\_  
Hilary Straus  
General Manager

Date: \_\_\_\_\_

**[INSERT DEVELOPER NAME}**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL PROPERTY DESCRIPTION**

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS

April 15, 2020 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO RATIFY THE  
PROCLAMATION OF A LOCAL EMERGENCY

STATUS : Action Item

REPORT DATE : April 8, 2020

PREPARED BY : Rebecca Scott, Senior Management Analyst  
David Gordon, Director of Operations

### **OBJECTIVE:**

Consider adopting Resolution No. 03-2020 ratifying the General Manager's proclamation of a local emergency and Resolution No. 04-2020 adopting the Federal Emergency and Federal Grant Procurement Procedures.

### **BACKGROUND AND ANALYSIS:**

Novel Coronavirus (COVID-19) first originated in Wuhan Hubei Province, China and began spreading among humans in December 2019. Currently COVID-19 has spread globally to more than 70 countries, infecting hundreds of thousands of persons and causing thousands of fatalities worldwide. Due to the expanding list of countries with widespread transmission of COVID-19, increasing travel alerts and warnings from the Centers for Disease Control and Prevention (CDC) for countries experiencing sustained or uncontrolled community transmission, COVID-19 has created conditions that are likely to impact resources at the local level and require the combined forces of other political subdivisions to combat this virus.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the United States. On March 4, 2020, California Governor Gavin Newsom issued a State of Emergency Proclamation for the State of California. On March 5, 2020, the County of Sacramento Board of Supervisors declared a local emergency. The CDC confirmed person-to-person transmission of COVID-19 in the United States, raising the possibility of community transmission occurring in the general public. This resulted in a Federal Declaration of National Emergency as declared by President Donald Trump on March 13, 2020. Governor Newsom issued a statewide Executive Order on March 19, 2020 generally directing all California residents to stay home.

Section 2.3.1 of the District's adopted Emergency Operations Plan (EOP) states that the District's General Manager is responsible for proclaiming a local emergency for the District. Therefore, as a result of the County and State declarations, the District's General Manager proclaimed a local emergency for the District on March 10, 2020. The District's Board should now ratify the General Manager's proclamation and provide the associated resolution to Sacramento County.

This proclamation and associated Resolution 03-2020 (Attachment 1) authorize the undertaking of powers and invoking and disseminating emergency orders (e.g., emergency orders, emergency spending authorities, emergency or pre-established contracting, ordering of necessary Personal Protective Equipment, recovery, etc.) and regulations necessary to provide for the protection of life, property, and the environment. Staff has begun the process of tracking expenses and is working closely with the Sacramento County Office of Emergency Services to submit costs as they are incurred.

As part of the emergency spending process, the Federal Office of Management and Budget requires non-Federal entities to use procurement standards that conform to the standards in the Federal Uniform Guidance. Resolution 04-2020 (Attachment 2) adopts these standards for the duration of the emergency.

The local emergency shall be deemed to continue to exist until, the earlier of, its termination is proclaimed by the General Manager, or both the Federal Declaration of National Emergency is terminated by the President and the Local Emergency is terminated by the County of Sacramento Board of Supervisors.

Staff will monitor developments from the COVID-19 pandemic and will remain in contact with the Sacramento County Office of Emergency Services and Department of Health Services for the duration of this local emergency.

**RECOMMENDATION:**

Adopt Resolution No. 03-2020 ratifying the General Manager's proclamation of a local emergency and adopt Resolution No. 04-2020 adopting the Federal Emergency and Federal Grant Procurement Procedures.

**ATTACHMENT:**

1. Resolution 03-2020 Ratifying the Proclamation of a Local Emergency
2. Resolution 04-2020 Adopting the Federal Emergency and Federal Grant Procurement Procedures  
Exhibit A: Federal Emergency and Federal Grant Procurement Procedures

**ACTION:**

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

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ATTACHMENT 1  
Resolution 03-2020 Ratifying the  
Proclamation of a Local Emergency

RESOLUTION NO. 03-2020

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITRUS HEIGHTS WATER DISTRICT RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY BY THE DISTRICT GENERAL MANAGER; ACKNOWLEDGING THE PROCLAMATION OF THE SACRAMENTO COUNTY PUBLIC HEALTH OFFICER OF A PUBLIC HEALTH EMERGENCY; AND ACKNOWLEDGING THE PROCLAMATION OF THE SACRAMENTO COUNTY EXECUTIVE OF A STATE OF LOCAL EMERGENCY

**WHEREAS**, conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus (COVID-19), a novel communicable disease which led California Governor Gavin Newsom to proclaim a State of Emergency for California on March 4, 2020; and

**WHEREAS**, currently COVID-19 has spread globally to more than 70 countries, infecting hundreds of thousands of persons and causing thousands of fatalities worldwide. Due to the expanding list of countries with widespread transmission of COVID-19, and increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the Centers for Disease Control and Prevention (CDC), COVID-19 has created conditions that are likely to impact resources at the local level and require the combined forces of other political subdivisions to combat this virus; and

**WHEREAS**, in accordance with Sacramento County Code Section 2.46.130 the Public Health Officer proclaimed a Public Health Emergency on March 5, 2020; and

**WHEREAS**, in accordance with Sacramento County Code Section 2.46.120 the County Executive proclaimed a State of Local Emergency on March 5, 2020; and

**WHEREAS**, on March 10, 2020, the County of Sacramento Board of Supervisors adopted a resolution ratifying the Public Health Officer proclamation of a Public Health Emergency, and a resolution ratifying the County Executive proclamation of a State of Local Emergency; and

**WHEREAS**, the CDC confirmed person-to-person transmission of COVID-19 in the United States, raising the possibility of community transmission occurring in the general public. This resulted in a Federal Declaration of National Emergency as declared by President Donald Trump on March 13, 2020; and

**WHEREAS**, California Governor Gavin Newsom issued a statewide Executive Order on March 19, 2020 generally directing all California residents to stay home; and

**WHEREAS**, under Government Code section 8634, the Citrus Heights Water District (“District”), as a political subdivision, is authorized to promulgate orders and regulations necessary to provide for the protection of life and property; and

**WHEREAS**, the District General Manager has the authority to proclaim a local emergency, and made such proclamation on March 10, 2020; and

**WHEREAS**, the Board of Directors now desires to ratify the proclamation of local emergency made by the District’s General Manager and to take such other actions as set forth in this Resolution; and

**WHEREAS**, the Board of Directors further desires to ratify the Public Health Officer proclamation of a Public Health Emergency, and the County Executive proclamation of a State of Local Emergency; and

**WHEREAS**, as covered under the California Emergency Services Act, the Board desires to authorize any actions that the District may take to ensure the continuation of critical services to protect the safety of customers and to provide for immunities that will protect the District for actions taken; and

**WHEREAS**, working with the County of Sacramento, this proclamation authorizes the undertaking of powers and invoking and disseminating emergency orders (e.g., emergency orders, emergency spending authorities, emergency or pre-established contracting, ordering of necessary Personal Protective Equipment, recovery, etc.) and regulations necessary to provide for the protection of life, property, and the environment; and

**WHEREAS**, this proclamation establishes that: (1) an emergency exists; (2) the Emergency Services Act applies; and (3) the California Master Mutual Aid Agreement and any local agreements will be utilized to provide mutual aid if mutual aid of in-county resources is needed to assist the District; and

**WHEREAS**, this proclamation establishes that an emergency exists, and if out-of-county assistance is needed, requests for mutual aid should follow procedures set forth by the Standardized Emergency Management System and the Governor’s Office of Emergency Services (“CalOES”), including obtaining mission numbers through the County of Sacramento Emergency Management Department from CalOES for responding agencies. This is particularly important for possible reimbursement of extraordinary expenses in the event of a proclaimed “State of Emergency” or in the event of a presidential declaration of disaster when state or federal disaster relief funds become available; and

**WHEREAS**, the District’s ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by State and Federal governments will be critical to successfully responding to COVID-19; and



**WHEREAS**, these conditions warrant and necessitate that the District proclaim the existence of a local emergency.

**NOW THEREFORE**, The District Board of Directors does hereby find, order and resolve as follows:

**SECTION 1.** That the General Manager of the Citrus Heights Water District proclaimed the existence of a local emergency on March 10, 2020, and the Board of Directors ratifies the General Manager’s proclamation, and directs District staff to take the necessary steps for the protection of life, health and safety.

**SECTION 2.** That the Board of Directors of the Citrus Heights Water District acknowledges the Public Health Officer proclamation of a Public Health Emergency, dated March 5, 2020, and the County Executive proclamation of a State of Local Emergency, dated March 5, 2020; and

**SECTION 3.** That during the existence of said local emergency, the powers, functions, and duties of the District shall be those prescribed by state law and by ordinances and resolutions of the District Board.

**SECTION 4.** That the District’s General Manager or his or her designee is hereby authorized to furnish information, to promulgate orders and regulations necessary to provide for the protection of life and property pursuant to California Government Code section 8634, to enter into agreements and to take all actions necessary to obtain State emergency assistance to implement preventive measures.

**SECTION 5.** That the District’s General Manager is hereby authorized to take any and all action which may be necessary to apply for and obtain funding and reimbursement from the applicable Federal and State agencies. Such authority includes, but is not limited to, the drafting, execution and submission of applications and other documents. It is the intent of the District to be reimbursed amounts which have been and will be expended with respect to the actions ratified and authorized under this Resolution.

**SECTION 6.** That, as determined in the District General Manager’s reasonable discretion, all departments of the District shall review and revise their department emergency and contingency plans to address the risks COVID-19 poses to their critical functions.

**SECTION 7.** That all District departments shall track costs for staffing, supplies, and equipment related to COVID-19 preparation and prevention and forward that information to the District’s finance division and complete an Initial Damage Estimate (IDE) Category B, and forward that information to the Sacramento County Emergency Management Department (“EMD”).

**SECTION 8.** That, as determined in the District General Manager’s reasonable discretion, the District’s internal departments shall coordinate District planning, preparedness and response efforts regarding COVID-19 with the Sacramento County EMD.

**SECTION 9.** If any section, subsection, clause or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

**SECTION 10.** That this Resolution shall take effect immediately.

**SECTION 11.** That the recitals set forth above are incorporated herein and made an operative part of this Resolution.

**SECTION 12.** That said local emergency shall be deemed to continue to exist until, the earlier of, its termination is proclaimed by the District General Manager or both the Federal Declaration of National Emergency is terminated by the President and the Local Emergency is terminated by the County of Sacramento Board of Supervisors.

**SECTION 13.** That a copy of this Resolution be forwarded to the Director of California Governor’s Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

[Signatures on following page]

SIGNATURE PAGE  
TO  
RESOLUTION NO. 03-2020

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2020.

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

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Raymond Riehle, President

ATTEST:

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Madeline Henry, Chief Board Clerk

ATTACHMENT 2  
Resolution 04-2020 Adopting the Federal Emergency and  
Federal Grant Procurement Procedures

RESOLUTION NO. 04-2020

A RESOLUTION OF THE CITRUS HEIGHTS WATER DISTRICT ADOPTING THE FEDERAL EMERGENCY AND FEDERAL GRANT PROCUREMENT PROCEDURES

**WHEREAS**, the Federal Office of Management and Budget requires the non-Federal entity to use procurement standards that conform to the procurement standards in the Uniform Guidance, codified at 2 CFR Sections 200.317-200.326.

**WHEREAS**, the Citrus Heights Water District (“District”) has prepared the Citrus Heights Water District Federal Grant Procurement Procedures (“Procedures”), attached hereto as Exhibit “A.”

**WHEREAS**, the District desires to adopt the Procedures for use by the District for procurements made (i) in preparation of, during, and after an emergency declared by the President of the United States, and that may be subject to federal funding or reimbursement; (ii) when using federal grant funds subject to the Uniform Guidance.

**NOW THEREFORE**, The District does hereby find, order and resolve as follows:

**SECTION 1.** The recitals set forth above are true and correct and are incorporated into this resolution by this reference.

**SECTION 2.** The District hereby adopts the Citrus Heights Water District Federal Emergency and Federal Grant Procurement Procedures, attached hereto as Exhibit “A.”

**SECTION 3.** This resolution shall be effective as of the date of adoption. The Clerk of the Board shall certify the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2020.

AYES:

NOES:

ABSENT:

ABSTAINED:

---

Raymond Riehle, President

ATTEST:

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Madeline Henry, Chief Board Clerk

Exhibit A:  
Federal Emergency and Federal Grant Procurement  
Procedures

# **CITRUS HEIGHTS WATER DISTRICT**

## **FEDERAL EMERGENCY AND FEDERAL GRANT PROCUREMENT PROCEDURES**

**April, 2020**

**CITRUS HEIGHTS WATER DISTRICT**  
**FEDERAL EMERGENCY AND FEDERAL GRANT**  
**PROCUREMENT PROCEDURES**

1. **Purpose**

The purpose of these Citrus Heights Water District (“District”) Federal Emergency and Federal Grant Procurement Procedures is to define the practices and policies governing the procurement of public works projects, contractual services, professional services or materials, supplies and equipment (i) in preparation of, during, and after an emergency that may be subject to federal funding or reimbursement; (ii) when using federal grant funds subject to the regulations set forth in the following sentence. These Federal Emergency Procurement Procedures are compliant with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. **Federally Declared Emergencies and Federal Grants; Procurement and Contracting Requirements**

In the event of an emergency declared by the President of the United States, the District must comply with Federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”).

In addition, most federal grant funding is also subject to the Uniform Guidance. Federal grant compliance requires the grantee to conduct procurements in accordance with written procurement policies and procedures that comply with the requirements set forth in the Uniform Guidance. These procurement procedures shall be complied with in connection with utilization of federal grant funding by the District, in addition to any other specific grant requirements.

These procedures are in addition to and are not intended to replace or supersede the District’s procurement policies. In the case of a conflict between these procedures, or the District’s procurement policies, the more stringent requirement shall govern, provided that the more stringent requirement would not violate a federal procurement requirement. In such case, for federally funded contracts, the federal requirement shall govern.

(a) **Conflicts of Interest**

(i) **Standards of Conduct for Conflicts of Interest.** No employee, officer or agent of the District shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent; any member of his immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The District’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from



contractors, potential contractors, or parties to subagreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Employees must follow applicable laws, rules, and regulations in regard to conflicts of interest including, but not limited to, the Political Reform Act, the prohibition against contractual conflicts of interest, and guidelines in the California Code of Regulations regarding acceptance of gifts.

(ii) Violations. Disciplinary actions to be applied for violations of the above standards are as follows.

(1) The violation of these Standards of Conduct by District employees will subject the violator to any disciplinary proceedings or action deemed appropriate by the General Manager. Employees may correct a violation in any manner provided for under the Political Reform Act, and its implementing regulations.

(2) The violation of any of these Standards of Conduct by District officers will require correction of the violation in any manner provided for under the Political Reform Act, and its implementing regulations.

(3) Contractors or subcontractors that violate these Standards of Conduct as relates to an active federally-funded procurement may be prohibited from bidding on the procurement, or may be subject to other action as deemed appropriate by the General Manager.

(4) Agents of the District that violate these Standards of Conduct as relates to federally-funded procurements may be prohibited from participation on behalf of the District on federally funded projects, or subject to other action as deemed appropriate by the General Manager.

**(b) Procurement Standards**

(i) Oversight. The District shall maintain administrative oversight of contractors to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

(ii) Economical Approach. The District must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The District will enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. If feasible and it reduces project costs, the District will explore using federal excess and surplus property in lieu of purchasing new equipment and property. When appropriate, the District will investigate using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

(iii) Detailed Records. The District shall maintain records sufficient to detail the history of each procurement. These records will include, but are not necessarily limited to the

following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(iv) Procurement Issues. The District alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. Protest procedures or information on obtaining the procedures shall be included in the procurement documents.

(c) **Competition**

(i) Full and Open Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest, as further detailed herein;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(ii) Organizational Conflicts of Interest. An unfair competitive advantage could result if a contractor were allowed to submit a bid or proposal for work described in a specification or statement of work that the contractor itself developed. For the purpose of eliminating a potential unfair competitive advantage, and in compliance with applicable state and federal laws and regulations, a contractor that develops or assists in developing specifications, requirements, statements of work, invitation for bids, and/or request for proposals for a District procurement is excluded from competing for the resultant procurement, unless an appropriate waiver is issued by the District. All waivers will be assessed by the District on a case-by-case basis.

(iii) Geographical Preference. The District shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local

geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(iv) Procurement Transactions. The District shall require the following information for procurement transactions:

(1) A clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(2) All requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(v) Prequalification Lists. The District shall ensure that all prequalified lists, if used, of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

**(d) Procurement Procedures**

The thresholds below are federal thresholds. If the federal government adopts higher thresholds during a declared emergency, the higher thresholds shall apply. If District procurement thresholds set forth in the District's procurement policies are lower, the more restrictive requirement shall govern, notwithstanding the provisions herein, unless otherwise approved by the Board.

(i) Micro-Purchases. Purchases within the micro-purchase threshold (e.g., currently set at purchases of \$10,000 or less but periodically adjusted for inflation) may be awarded without soliciting competitive quotations if the District considers the price to be reasonable. To the extent practicable, the District must distribute micro-purchases equitably among qualified suppliers.

(ii) Small Purchases. Purchases within the simplified acquisition threshold (e.g., currently set at purchases of \$250,000 or less) shall not be required to be formally bid. Price quotations must be received from no less than three (3) sources.

(iii) Formal, Sealed Bidding.

(1) Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Formal, sealed bidding is required for purchases greater than the simplified acquisition threshold, which is currently set at \$250,000, or as may be adjusted by the Federal Acquisition Regulation, pursuant to 48 CFR § 2.101.

(2) This is the preferred method for procuring construction, if a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively and for the business; and the procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

(3) The District must publicly advertise the Invitation for Bids and publicly open all bids at the time and place prescribed in the invitation.

(4) Any contracts awarded pursuant to this procedure shall be to the lowest responsible bidder submitting a responsive bid and shall be for a firm fixed price. Any or all bids may be rejected if there is a sound documented reason.

(iv) Competitive Proposals.

(1) When the nature of a procurement does not lend itself to formal, sealed bidding, the District may solicit competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.

(2) A request for proposals (RFP) must be publicly advertised, and the District must solicit proposals from an adequate number of sources. The RFP must identify all evaluation factors and their relative importance; however, the numerical or percentage ratings or weights need not be disclosed.

(3) Evaluation factors that will be considered in evaluating proposals shall be tailored to each procurement and shall include only those factors that will have an impact on the selection decision.

a. The District's procurement officer shall establish a formal evaluation committee, of at least two persons. The size of an evaluation committee should be based on the size and complexity of the goods or services being procured and well balanced and represented by individuals involved with the procurement and/or affected by the goods or services being procured.

b. The evaluation committee will be charged with responsibility for evaluating proposals in accordance with the evaluation criteria in the solicitation, short listing firms, establishing a competitive range, and/or recommending a firm or firms for contract award.

(4) Any contract awarded based on the competitive proposal procurement process cannot be based exclusively on price or price-related factors.

(5) If a contract is awarded, it shall be to the responsible firm whose proposal is most advantageous to the District (“best value”), with price and other factors considered.

(v) Competitive Proposals for A&E Services. The competitive proposal procedures above may be used for procurement of architect and engineering (A&E) services, provided that proposers must be evaluated based on competence and qualifications, without regard to price. For A&E procurements, price will not be used as a selection factor. The District will rank proposers based on qualifications only, and attempt to negotiate fair and reasonable compensation with the highest ranked proposer. If negotiations with the highest ranked proposer are unsuccessful, such negotiations will be terminated and the District will commence negotiations with the next highest ranked proposer. This process shall be continued with successive qualified proposers until agreement is reached that is determined to be fair and reasonable.

(vi) Noncompetitive Procurements.

(1) Contracts may be procured through a noncompetitive proposal only when:

- a. The item is only available from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
- d. Competition is deemed inadequate after the solicitation of a number of sources.

(vii) Public Projects. Public projects shall be procured in accordance with the District’s bid procedures set forth in the District’s procurement policies, and the formal, sealed bidding in this section. If there is conflict between the foregoing, the more restrictive requirements shall apply.

(viii) Award.

(1) Responsible Contractor. The District shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(2) Debarment and Suspension. In accordance with 2 CFR 200.213, in connection with the responsibility determination, a check of debarment and suspension using the System for Award Management (SAM), [www.sam.gov](http://www.sam.gov), must be performed and documented in the procurement records prior to award.

**(e) Contracting with Small and Minority Firms, Women’s Business Enterprises, and Labor Area Surplus Firms**

(i) The District must take all necessary affirmative steps to ensure the use of minority businesses, women’s business enterprises, and labor surplus area firms when possible, as set forth at 2 CFR § 200.321 and detailed below. The District shall:

(1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(ii) The District shall document the steps above, and any relevant findings applicable to any of the steps above in its procurement file.

**(f) Cost and Price**

(i) Cost or Price Analysis. The District shall perform a cost or price analysis in connection with every procurement action, including contract modifications, in excess of the simplified acquisition threshold. While the method and degree of analysis depend on the facts surrounding the particular procurement situation, the District must, at a minimum, make independent estimates before receiving bids or proposals.

(ii) Profit. The District shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed as required by 2 CFR § 200.323(b).

(iii) Estimated Costs. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under 2 CFR 200.400 et seq.

(g) **Payment Procedures**

(i) Method of Contracting. Contracts entered into pursuant to these procedures shall utilize only fixed-price, cost-reimbursement, or, to a limited extent, time and materials payment methods.

(ii) Prohibited Methods of Contracting. The District shall not use the cost plus a percentage of cost or percentage of construction cost methods of contracting for any work for which federal reimbursement will be sought.

(iii) Time and Materials (“T&M”) Contracts

(1) T&M contracts should be used rarely, and the use of T&M contracts should be limited to a reasonable time period (e.g., no more than 70 hours) based on circumstances during which the District cannot define a clear scope of work.

(2) The District shall only enter into a time and materials contract if all of the following apply:

a. The District has determined and documented in the project file that no other contract is suitable;

b. The contract has a guaranteed maximum price that the contractor exceeds at its own risk; and

c. The District provides a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(3) The District must define the scope of work as soon as possible to enable procurement of a more acceptable type of contract (i.e., non-T&M).

(iv) Separate Invoicing

(1) All purchases made during a proclaimed emergency shall require separate invoicing from routine (i.e., non-emergency related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the location(s) where the goods or services were used, if possible. Any invoice which fails to properly identify the emergency nature of the purchase and provide details as to the date(s) and location(s), as appropriate, shall not be paid until such errors are corrected by the vendor and re-submitted in correct form.

(v) Auditing of Invoices for Debris Removal. All invoices for debris clearance and removal shall be audited prior to payment to the contractor. Contractors shall be notified of this requirement prior to the award of any contract for debris clearance and/or

removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.

**(h) Bonding Requirements**

(i) Bonding. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (See 2 CFR 200.88), the District shall require at a minimum:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price.

(2) A performance bond on the part of the contractor for 100 percent of the contract price.

(3) A payment bond on the part of the contractor for 100 percent of the contract price.

**(i) Procurement of Recovered Materials**

(i) For procurements covered under these procedures, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with these requirements, the District shall only procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(ii) This requirement applies to purchases of items when the purchase price of the item exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

**(j) Contract Provisions**

(i) Contract Provisions. The District's contracts shall contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

**(k) Pre-Event Contracts**

(i) The District may choose to solicit bids and proposals and award contracts in non-disaster times. This may include, but is not limited to, debris removal contracts and debris monitoring contracts.