BOARD MEETING AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) JANUARY 19, 2022 beginning at 6:00 PM

DISTRICT ADMINISTRATIVE OFFICE 6230 SYLVAN ROAD, CITRUS HEIGHTS, CA

PHONE CALL IN: (253) 215-8782 PHONE MEETING ID: 863 3338 5479

COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: https://us06web.zoom.us/j/86333385479

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. The meeting will be held electronically through the above 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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CLOSED SESSION:

CL-1. Conference with Real Property Negotiators

a. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-004-0000

Agency Negotiators: Rebecca Scott, Josh Nelson, Melissa Pieri,

Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Betsey

Cline

Negotiating Parties: Dean Eichelmann

Under Negotiation: Price and Terms of Payment

b. Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Rebecca Scott, Josh Nelson, Melissa Pieri,

Hilary Straus, Susan Talwar, Steve Anderson, Brittney Moore, Betsey

Cline

Negotiating Parties: Teresita Kumar, Ashwani Kumar Under Negotiation: Price and Terms of Payment

CL-2. Pursuant to Government Section 54957: Public Employee Performance Evaluation: General Manager

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

January 19, 2022	6:30 PM	Regular Meeting
February 16, 2022	6:30 PM	Regular Meeting
March 16, 2022	6:30 PM	Regular Meeting
April 20, 2022	6:30 PM	Regular Meeting
May 18, 2022	6:30 PM	Regular Meeting
June 15, 2022	6:30 PM	Regular Meeting
August 17, 2022	6:30 PM	Regular Meeting
September 21, 2022	6:30 PM	Regular Meeting
October 19, 2022	6:30 PM	Regular Meeting
November 16, 2022	6:30 PM	Regular Meeting
December 21, 2022	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 54954.2.

Brittney Moore, Deputy Board Clerk

Dated: January 13, 2022

BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD)

JANUARY 19, 2022 beginning at 6:30 PM





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. The meeting will be held electronically through the above 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:

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 Regular Meeting December 15, 2021 (A)
- CC-1b. Minutes of the Special Meeting December 20, 2021 (A)
- CC-1c. Minutes of the Special Meeting January 10, 2022 (A)

Recommendation: Approve the minutes of the December 15, 2021 Regular Meeting, the Minutes of the December 20, 2021 Special Meeting and the Minutes of the January 10, 2022 Special Meeting.

- CC-2. Revenue Analysis Report for December 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for December 2021 (I)
- CC-4. Treasurer's Report for December 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for December 2021 (I)
- CC-6. Operating Budget Analysis for December 2021 (I)



- CC-7. Capital Projects Summary for December 2021 (I)
- CC-8. Warrants for December 2021 (I)
- CC-9. Purchase Card Distributions for December 2021 (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. 2021 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability for December 2021 (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

CC-18. Discussion and Possible Action to Approve a Maintenance Service Agreement with West Coast Arborists (A)

Recommendation:

Approve the maintenance services agreement with West Coast Arborists, and authorize the General Manager to execute the agreement.

CC-19. Discussion and Possible Action to Approve District Policy Updates (A)

Recommendation:

- 1. Approve updates to the District's Policy 4831: Insurance Benefits for Retirees
- 2. Approve updates to the District's Policy 7200: Establishing and Closing Customer Accounts
- 3. Approve updates to the District's Policy 7330: Disputed Water Consumption Charges

PRESENTATIONS:

P-1. CHWD Branding and Marketing Updates (I/D)

PUBLIC HEARINGS:

None

STUDY SESSION:

S-1. 2021 Strategic Plan Update and 2022 Strategic Plan Preview (I/D)

BUSINESS:

B-1. Discussion and Possible Action to Adopt the Sacramento County Local Hazard Mitigation Plan Update (A)

Recommendation:

Adopt Resolution No. 01-2022 to Adopt the Sacramento Local Hazard Mitigation Plan Update

B-2. Discussion and possible action to approve a Merit-Based salary adjustment for General Manager (A)

Recommendation:

Approve a salary adjustment for the General Manager

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

CLOSED SESSION:

None.

FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:

February 16, 2022	6:30 PM	Regular Meeting
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November 16, 2022	6:30 PM	Regular Meeting
December 21, 2022	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.

Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES December 15, 2021

The Regular Meeting of the Board of Directors was called to order at 6:31 p.m. by President Wheaton and roll was called. Present were:

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

Staff:

Bryan Abaya, Principal Information Technology Analyst
Paul Dietrich, Project Manager
Lea Park-Kim, Communications & Public Outreach Manager
Brittney Moore, Senior Management Analyst/ Deputy Board Clerk
Joshua Nelson, Assistant General Counsel
Melissa Pieri, Director of Engineering/ District Engineer
Rebecca Scott, Director of Operations
Sheila Shah, Management Technician
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

PUBLIC COMMENT:

None

CONSENT CALENDAR:

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

- CC-1a. Minutes of the Special Meeting November 10, 2021 (A)
- CC-1b. Minutes of the Special Meeting November 17, 2021 (A)
- CC-1c. Minutes of the Regular Meeting November 17, 2021 (A)
- CC-1d. Minutes of the Special Meeting December 6, 2021 (A)

<u>Recommendation:</u> Approve the minutes of the November 10, 2021 Special Meeting; the Minutes of the November 17, 2021 Regular and Special Meetings; and the Minutes of the December 6, 2021 Special Meeting.

- CC-2. Revenue Analysis Report for November 2021 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2021 (I)
- CC-4. Treasurer's Report for November 2021 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2021 (I)
- CC-6. Operating Budget Analysis for November 2021 (I)
- CC-7. Capital Projects Summary for November 2021 (I)
- CC-8. Warrants for November 2021 (I)
- CC-9. Purchase Card Distributions for November 2021 (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. 2021 Water Supply Purchased and Produced (I)
- CC-15. Water Supply Reliability for November 2021 (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Extend Resolution 07-2021 Authorizing Remote Public Meetings (A)

Recommendation:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

CC-18. Discussion and Possible Action to Approve Agreement with Lund Construction Co. for the Pratt Avenue Water Transmission Main Project (A)

Recommendation:

Accept the bid of Lund Construction Co. in the amount of \$403,870.00 and establish a contingency fund in the amount of \$40,387.00 (10%), for a total amount of \$444,257.00. Authorize the General Manager to execute an agreement with Lund Construction Co.

CC-19. Discussion and Possible Action to Amend the Agreement with Flowline Contractors for the Fair Oaks Boulevard Water Main Project (A)

Recommendation:

Amend the agreement with Flowline Contractors for the Fair Oaks Boulevard Water Main Project in the amount of \$18,327 and establish a new contingency fund in the amount of \$5,000 for a total amount of \$23,327.

ACTION:

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

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

PRESENTATIONS:

None.

PUBLIC HEARINGS:

PH-1. Public Hearing and Resolution for Electoral Divisions Based on 2020 Federal Census

President Wheaton opened the Public Hearing at 6:38pm.

President Wheaton closed the Public Hearing at 6:40pm.

ACTION:

Vice President Sheehan moved and Director Riehle seconded a motion to conduct the public hearing and adopt Resolution 12-2021 Approving Boundaries for the District's Electoral Divisions.

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

STUDY SESSION:

None.

BUSINESS:

B-1. Selection of President and Vice President.

ACTION:

President Wheaton moved and Director Riehle seconded a motion to select Director Sheehan as President.

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

ACTION:

President Sheehan moved and Director Wheaton seconded a motion to select Director Riehle as Vice President.

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

B-2. Discussion and possible action to appoint 2021-2022 Representatives and Alternates

ACTION:

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

Organization	Representative	Alternate
ACWA JPIA Director Rep	David C. Wheaton	Raymond A. Riehle
ACWA JPIA Staff Rep	Brittney Moore	Sheila Shah
ACWA Region 4	Caryl F. Sheehan	David C. Wheaton

Organization	Representative	Alternate
Chamber of Commerce Gov't Issues Committee	Lea Park-Kim	Susan Talwar
San Juan Family of Agencies Director Rep	Raymond A. Riehle	Caryl F. Sheehan
San Juan Family of Agencies Staff Rep	Hilary M. Straus	General Manager Appointee Based on Issue
RWA Director Rep	Caryl F. Sheehan	Raymond A. Riehle
RWA Staff Rep	Hilary M. Straus	Rebecca A. Scott
SGA	Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum	Rebecca A. Scott	Management Analyst - Operations

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

B-3. Appoint District Officers.

ACTION:

Director Wheaton moved and Vice President Riehle seconded a motion to approve appointments for Officer Positions for the District as follows:

Appointments	Officer	Deputy
Assessor/Collector	Alberto Preciado	Dana R. Mellado
Treasurer	Susan K. Talwar	Alberto Preciado
Secretary	Hilary M. Straus	Brittney C. Moore

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

B-4 Discussion and possible action to approve a Cost-of-Living Adjustments.

ACTION:

Director Wheaton moved and Vice President Riehle seconded a motion to amend District Policy No. 4101.A1 to include a 3.2 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 3, 2022.

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

ACTION:

Director Wheaton moved and Vice President Riehle seconded a motion to amend District Policy 4831 Insurance Benefits for Retirees Retiring After March 19, 1996 to include a 3.2 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees to reflect said adjustments in the CPI-U.

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

ACTION:

The Directors provided direction to staff regarding Compensation of the Board of Directors; there will be no change.

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

CLOSED SESSION:

None.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 7:25 p.m.

APPROVED:	
BRITTNEY C. MOORE	CARYL F. SHEEHAN, President
Deputy Board Clerk	Board of Directors
Citrus Heights Water District	Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES December 20, 2021

The Special Meeting of the Board of Directors was called to order at 6:10 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Bryan Abaya, Principal Information Technology Analyst
Brian Hensley, Water Resources Supervisor
Brittney Moore, Senior Management Analyst/Deputy Board Clerk
Joshua Nelson, Assistant General Counsel
Lea Park-Kim, Communications & Public Outreach Manager
Sheila Shah, Management Technician
Hilary Straus, General Manager
Susan Talwar, Director of Finance and Administrative Services

Habib Isaac, IB Consulting, Inc. Glenn Lazof, Regional Government Services Sharon Rahban Navizadeth, Consultant Tina White, Regional Government Services

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to closed session at 6:11p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4): (one case)

No Reportable Action.

ADJOURNMENT:

There being no other business to come before the Board, the meeting was adjourned at 8:39 p.m.

APPROVED:	
Brittney C. Moore	CARYL F. SHEEHAN, President
Diffulcy C. Moore	CARTET. SHEEHAN, Hesidelli
Deputy Secretary	Board of Directors
Citrus Heights Water District	Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES January 10, 2022

The Special Meeting of the Board of Directors was called to order at 6:33 p.m. by President Sheehan and roll was called. Present were:

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

Staff:

Steve Anderson, General Counsel Brittney Moore, Senior Management Analyst/Deputy Board Clerk Sheila Shah, Management Technician Hilary Straus, General Manager

Charley Howard, Consultant Laura Mason-Smith, Consultant

PLEDGE OF ALLEGIANCE:

President Sheehan led the Pledge of Allegiance.

PUBLIC COMMENT:

None.

President Sheehan adjourned the meeting to closed session at 6:37 p.m.

CLOSED SESSION:

CL-1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Gov't Code, section 54956.9(d)(1))
Kessner v. City of Santa Clara, et al., Santa Clara Case No. 20CV364054

ACTION: Director Wheaton moved and Vice President Riehle seconded a motion to dismiss Santa Clara Case No. 20CV364054.

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

CL-2. Pursuant to Government Section 54957:
Public Employee Performance Evaluation: General Manager

Board provided direction to the General Manager.

There was no action taken.

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There being no other business to come b	pefore the Board, the meeting was adjourned at 8:32 p.m.
APPROVED:	
Brittney C. Moore Deputy Secretary Citrus Heights Water District	CARYL F. SHEEHAN, President Board of Directors Citrus Heights Water District

CITRUS HEIGHTS WATER DISTRICT DECEMBER 2021 REVENUE ANALYSIS

Outstanding Receivables

Aged Trial Balance					
					Unapplied
Total	Current	31-90	91-150	>150	Current
937,507	630,878	199,105	92,312	134,967	119,755

General Ledger Balance	Total
Outstanding A/R	1,028,721.13
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(25,348)
Less Unapplied Payments	(121,499)
Total	\$ 882,820

CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR December 31, 2021

There were no adjustments made for December 2021.

Reason For Cancellation	Charge Type	Amount
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TREASURER'S REPORT TO THE BOARD OF DIRECTORS DECEMBER 2021

Bank of the West Beginning Balance				\$6,698,952
RECEIPTS:			1,643,262	
DISBURSEMENTS: Checks Issued / ACH Payme	ents	1,280,185 441,212		
Returned Checks		1,699	1,723,096	(79,833)
Bank of the West Balance per Bank 12/31/2021				6,619,119
Outstanding Checks Deposit in Transit				(95,240) 113,921
Balance Per Books 12/31/2021				\$6,637,800
RECONCILEMENT: Bank of the West				\$6,637,800
Local Agency Investment Fund				14,522,564
Money Mkt Activity Account				544,022
TOTAL BALANCE				\$21,704,386
CASH & INVESTMENT SUMMA	RY:			
Bank of the West (General	Account)			6,637,800
Local Agency Investment F				14,522,564
Money Mkt Activity Accou	nt			544,022
Total				\$21,704,386
INSTITUTION	MATURITY DATE	INT RATE	DEPOSIT AMOUNT	DATE OF LAST TRANSACTION
Local Agency Investment Fund	Daily	24.00%	8,123.64	10/15/2021

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

SUSAN K. TALWAR

Treasurer

HILARY M. STRAUS

Secretary

Signed: 1/13/2022

TREASURER'S REPORT OF FUND BALANCES December 31, 2021

Fund Name	Beginning Balance 1/01/2021	Ti	ear to Date ransfers In / Collections	Year to Date Transfers Out	Tr	rrent Month ransfers In / Collections	rrent Month ansfers Out	ding Balance 2/31/2021	021 Target alance per Policy
Operating Fund	\$ 5,562,075	\$	16,515,767	\$ (15,153,185)	\$	1,643,262	\$ (1,723,096)	\$ 6,844,823	\$ 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	\$	1,000,000	\$ -	\$	-	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$ 200,000	\$	-	\$ -	\$	-	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$ 1,525,000	\$	200,000	\$ -	\$	-	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$ 334,253	\$	-	\$ -	\$	-	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$ 405,319	\$	581,643	\$ -	\$	-	\$ -	\$ 986,962	\$ 986,962
	\$ 17,575,708		18,297,410	\$ (15,153,185)	\$	1,643,262	\$ (1,723,096)	\$ 20,640,099	\$ 7,520,786

SUSAN K. TALWAR, Treasurer

TREASURER'S REPORT OF FUND BALANCES December 31, 2021

Fund Transfers Summary:

The Operating Fund Transferred:	\$ 1,643,262	from funds collected in December 2021 per Treasurer's Report
	\$ (1,723,096)	disbursements made in December 2021 per Treasurer's Report
	\$ (79,833)	

Citrus Heights Water District Budget Performance Report As of 12/31/2021

	December	Year-to-Date	Year-to-Date	YTD Varia	ance	Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues						
Metered Service Charges	\$886,605.79	\$10,500,406.30	\$9,586,090.00	\$914,316.30	9.54%	\$9,586,090.00
Metered Water Deliveries	426,195.45	6,039,172.25	5,234,960.00	804,212.25	15.36%	5,234,960.00
Non-Metered Service Charges	12,654.51	106,636.94	140,000.00	(33,363.06)	-23.83%	140,000.00
Penalties	341.00	30,744.97	150,000.00	(119,255.03)	-79.50% j	150,000.00
Interest	7.19	49,860.64	45,535.00	4,325.64	9.50%	45,535.00
Backflow Fees	6,132.20	59,726.60	116,000.00	(56,273.40)	-48.51% j	116,000.00
Water Service Install & S&R	2,287.44	250,132.84	27,300.00	222,832.84	816.24%	27,300.00
Grant Funds	862.50	2,737.50	·	2,737.50	0.00%	0.00
Miscellaneous *	3,365.72	29,423.60	147,000.00	(117,576.40)	-79.98%	147,000.00
Cost Reimbursements	2,653.39	44,093.83		44,093.83	0.00%	0.00
Income - Wheeling Water	i	13,946.39	2,700.00	11,246.39	416.53%	2,700.00
Income - Connection Fees	14,512.00	427,859.06	•	427,859.06	0.00%	0.00
Total Revenue	1,355,617.19	17,554,740.92	15,449,585.00	2,105,155.92	13.63%	15,449,585.00
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*includes Assessments, New Account, Back Charges	i				į	
& other Miscellaneous Revenue Sources	į				į	
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Operating Expenses						
Cost of Water	į				į	
Purchased Water	2,609.43	2,733,855.82	3,185,864.40	(452,008.58)	-14.19%	3,185,864.40
Ground Water	92,022.18	994,846.43	952,004.76	42,841.67	4.50%	952,004.76
	94,631.61	3,728,702.25	4,137,869.16	(409,166.91)	-9.89%	4,137,869.16
Labor & Benefits	į				į	
Labor Regular	247,197.56	3,200,754.17	3,359,545.32	(158,791.15)	-4.73%	3,359,545.32
Labor Non-Regular	į	11,453.04		11,453.04	0.00%	
Labor Taxes	16,073.19	243,804.81	267,220.56	(23,415.75)	-8.76%	267,220.56
Labor Workers Comp	i	29,295.38	91,500.00	(62,204.62)	-67.98% j	91,500.00
Labor External	5,784.19	112,875.84	126,080.04	(13,204.20)	-10.47%	126,080.04
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Benefits Med/Den/Vis	35,870.21	492,735.64	514,401.72	(21,666.08)	-4.21% j	514,401.72
Benefits LTD/Life/EAP	6,862.82	56,224.26	52,914.12	3,310.14	6.26%	52,914.12
Benefits CalPers	43,475.67	263,665.65	330,619.20	(66,953.55)	-20.25%	330,619.20
Benefits Other	17,201.14	117,712.99	129,130.44	(11,417.45)	-8.84% j	129,130.44
Benefit Retiree Expenses	3,958.05	46,036.40	56,842.44	(10,806.04)	-19.01%	56,842.44
Benefit Unemployment	į		9,260.76	(9,260.76)	-100.00%	9,260.76
Benefit GASB 68	210,532.00	614,589.00	409,050.00	205,539.00	50.25%	409,050.00
	i				į	
Capitalized Labor & Benefit Contra	(36,934.92)	(531,407.69)	(500,000.04)	(31,407.65)	6.28%	(500,000.04)
	550,019.91	4,657,739.49	4,846,564.56	(188,825.07)	-3.90%	4,846,564.56
General & Administrative	i			*	į	
Fees & Charges	8,157.37	146,208.80	209,025.00	(62,816.20)	-30.05%	209,025.00
Regulatory Compliance/Permits	1,037.00	52,339.51	119,975.04	(67,635.53)	-56.37%	119,975.04
District Events & Recognition	2,480.99	43,769.19	96,723.12	(52,953.93)	-54.75% i	96,723.12
Maintenance/Licensing	94,040.93	241,997.82	144,801.00	97,196.82	67.12%	144,801.00
Equipment Maintenance	8,246.04	78,229.03	113,374.92	(35,145.89)	-31.00%	113,374.92
	•			•	•	

Citrus Heights Water District Budget Performance Report As of 12/31/2021

	December	Year-to-Date	Year-to-Date	YTD Varia	ance	Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Professional Development	3,042.43	33,484.59	134,189.04	(100,704.45)	-75.05%	134,189.04
Department Admin	203.32	33.32	26,700.12	(26,666.80)	-99.88%	26,700.12
Dues & Subscriptions	107,204.01	311,738.33	207,923.04	103,815.29	49.93%	207,923.04
Fuel & Oil	4,373.29	64,152.11	63,240.00	912.11	1.44%	63,240.00
General Supplies	1,527.20	60,961.80	69,199.92	(8,238.12)	-11.90%	69,199.92
Insurance - Auto/Prop/Liab	67,398.78	166,000.99	102,000.00	64,000.99	62.75%	102,000.00
Leasing/Equipment Rental	1,751.52	23,191.56	39,900.00	(16,708.44)	-41.88%	39,900.00
Parts & Materials	39,971.78	381,331.29	154,999.96	226,331.33	146.02%	54,999.96
Postage/Shipping/Freight	8,965.44	60,290.32	172,500.00	(112,209.68)	-65.05%	172,500.00
Rebates & Incentives	650.00	13,139.06	33,999.96	(20,860.90)	-61.36%	33,999.96
Telecom/Network	2,655.29	36,860.46	68,139.96	(31,279.50)	-45.90%	68,139.96
Tools & Equipment	3,212.87	49,591.98	89,600.04	(40,008.06)	-44.65%	89,600.04
Utilities	2,714.74	16,719.11		16,719.11	0.00%	
Write-Off Bad Debt Exp	1	21.44	5,000.04	(4,978.60)	-99.57%	5,000.04
Capitalized G&A Contra	(12,686.24)	(272,418.78)		(272,418.78)	0.00%	
Capitalized Equipment Contra	(45,572.32)	(366,835.24)		(366,835.24)	0.00%	
					.	
	299,374.44	1,140,806.69	1,851,291.16	(710,484.47)	-38.38%	1,751,291.16
Professional & Contract Services	1					
Support Services	94,052.84	1,117,371.66	1,673,465.12	(556,093.46)	-33.23%	1,773,465.12
Legal Services	28,178.50	301,920.71	412,499.88	(110,579.17)	-26.81%	412,499.88
Printing Services	278.56	22,102.76	35,700.12	(13,597.36)	-38.09%	35,700.12
					l ,	
	122,509.90	1,441,395.13	2,121,665.12	(680,269.99)	-32.06%	2,221,665.12
Reserves & Debt Services	Į.					
Interest Expense	ļ.	43,759.37	74,733.37	(30,974.00)	-41.45%	74,733.37
Net Increase(Descrease) in Value of Investments		14,738.10		14,738.10	0.00%	
		58,497.47	74,733.37	(16,235.90)	-21.73% I	74,733.37
Total Operating Expenses	1,066,535.86	11,027,141.03	13,032,123.37	(2,004,982.34)	-15.38%	13,032,123.37
Net Income / (Expense)	289,081.33	6,527,599.89	2,417,461.63	4,110,138.26	170.02% 	2,417,461.63

		BUDGI	ET	AMOUNTS PAID			
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	Remaining Budget
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$1,438	\$0	\$3,297	\$4,735	\$162,265
C19-108	6230 Sylvan East Wall	\$245,000	\$7,653	\$0	\$9,095	\$16,748	\$228,252
C20-108	Corp Yard PreArchitecture Stdy	\$100,000	\$1,676	\$0	\$0	\$1,676	\$98,324
C20-109	Corp Yard Plans Specs Estimate	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Constructi	ion in Progress	\$912,000	\$10,767	\$0	\$12,392	\$23,159	\$888,841
C21-010	Water Main Replacements	\$72,100	\$0	\$0	\$0	\$0	\$72,100
C21-011	Water Valve Replacements	\$103,000	\$0	\$0	\$30,218	\$30,218	\$72,782
C21-012	Water Service Connections	\$875,500	\$0	\$59,614	\$853,029	\$853,029	\$22,471
C21-013	Water Meter Replacements	\$500,000	\$0	\$0	\$80,478	\$80,478	\$419,522
C21-014	Fire Hydrants	\$164,800	\$0	\$0	\$51,386	\$51,386	\$113,414
Annual Inf	rastructure	\$1,715,400	\$0	\$59,614	\$1,015,113	\$1,015,113	\$700,287
C15-104B	Document Management System	\$244,639	\$5,361	\$0	\$0	\$5,361	\$239,278
C21-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$248,456	\$248,456	\$11,544
C21-004	Technology Hardware/Software	\$56,650	\$0	\$1,362	\$14,203	\$14,203	\$42,447
Fleet and I	Equipment	\$561,289	\$5,361	\$1,362	\$262,659	\$268,020	\$293,269
C15-109	Blossom Hill Way 6" & 10" Inte	\$27,777	\$0	\$0	\$0	\$0	\$27,777
C15-110	Crestmont Ave 6" Intertie	\$24,979	\$91	\$0	\$0	\$91	\$24,888
C19-106	Wells Ave Main 8"	\$219,003	\$30,302	\$0	\$162,300	\$192,602	\$26,401
C20-101	Fair Oaks Blvd	\$475,137	\$10,210	\$1,310	\$267,983	\$278,192	\$196,945
C20-102	Langley Ave & Chance Dr	\$504,057	\$46,739	\$0	\$364,165	\$410,904	\$93,153
C20-103	Marsala Ct	\$31,602	\$22,081	\$422	\$1,950	\$24,031	\$29,652
C20-104	Skycrest School	\$104,022	\$5,536	\$581	\$44,029	\$49,564	\$54,458
C20-105	Walnut Drive	\$105,247	\$3,732	\$317	\$11,551	\$15,283	\$89,964
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$0	\$229,892	\$272,283	\$29,707
C21-101	Antelope & Rusch Park	\$187,741	\$0	\$31,585	\$123,724	\$123,724	\$64,017
C21-102	Old Auburn Road	\$91,459	\$0	\$0	\$1,003	\$1,003	\$90,456
C21-103	Pratt Ave	\$39,043	\$0	\$515	\$46,820	\$46,820	(\$7,777)
C21-104	Mesa Verde HS	\$118,779	\$0	\$5,761	\$49,767	\$49,767	\$69,012
C21-105	Madison Ave & Dewey Dr	\$28,138	\$0	\$225	\$3,147	\$3,147	\$24,991
Water Main	ns	\$2,258,974	\$161,082	\$40,715	\$1,306,331	\$1,467,413	\$813,642

		BUDGE	ĒΤ	4	AMOUNTS PAID		
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2020	Month to Date	Year to Date	Project to Date	Remaining Budget
C21-005	Facilities Improvements	\$60,000	\$0	\$58,542	\$146,028	\$146,028	(\$86,028)
C21-040	Other City Partnerships	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-040A	Greenback Ln Complete Strts	\$0	\$0	\$30	\$30	\$30	(\$30)
C21-040B	Elec. Greenway Bike Trail	\$0	\$0	\$0	\$368	\$368	(\$368)
C21-040C	MSR2S Phase4	\$0	\$0	\$332	\$11,007	\$11,007	(\$11,007)
C21-040E	Bonita Storm Drain	\$0	\$0	\$0	\$29,254	\$29,254	(\$29,254)
C21-041	Other Misc Infrastructure	\$112,551	\$0	\$0	\$0	\$0	\$112,551
C21-041A	Valve Box Raising	\$0	\$0	\$0	\$32,407	\$32,407	(\$32,407)
C21-041B	Greenback Acquisition	\$0	\$0	\$1,074	\$2,159	\$2,159	(\$2,159)
Miscellane	eous Projects	\$285,102	\$0	\$59,979	\$221,254	\$221,254	\$63,848
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$6,080	\$377,023	\$262,977
C17-104A	Well #7 Patton	\$250,000	\$45,712	\$0	\$135,374	\$181,085	\$68,915
C17-104B	Well #8 Highland	\$0	\$37,483	\$0	\$214,379	\$251,862	(\$251,862)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$0	\$0	\$0	\$1,105,500
C21-020	Groundwater Well Improvements	\$154,500	\$0	\$0	\$69,328	\$69,328	\$85,172
Wells		\$2,150,000	\$454,138	\$0	\$425,161	\$879,299	\$1,270,701
	Grand Totals:	\$7,882,765	\$631,347	\$161,671	\$3,242,910	\$3,874,257	\$4,030,589

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72620	Betty A Dumas Estate	Customer Refund	\$33.60
72621	Richard M Urbancic	Customer Refund	\$64.69
72622	David Drennon	Customer Refund	\$70.00
72623	Rebekah Pauley	Customer Refund	\$66.46
72624	Nicholas/Heather DeLancey	Customer Refund	\$78.92
72625	Jonathan/Amanda K Siler	Customer Refund	\$8.00
72626	David B/Amber M Sutton	Customer Refund	\$106.70
72627	Wyatt E/Sharon L Nelson-Esposito	Customer Refund	\$198.00
72628	Level 5 Builders Inc	Customer Refund	\$1,310.17
72629	Zillow Homes Property Trust	Customer Refund	\$211.25
72630	APWA	Professional Development	\$225.00
72631	AREA Restroom Solutions	Equipment Rental-Field	\$151.04
72632	Bart/Riebes Auto Parts	Repair-Trucks	\$203.53
72633	Best Best & Krieger	Legal & Audit	\$15,392.50
72634	Burketts	Office Expense	\$65.26
72635	Caltronics Business System	Small Office Equipment	\$254.29
72636	Citrus Heights Chamber of Commerce	Dues & Subscriptions	\$10,000.00
72637	Cybex	Equipment Rental-Office	\$179.62
72638	Grainger	Small Tools	\$151.47
72639	Ferguson Enterprises Inc #1423	Material	\$19,995.55
72640	Messenger Publishing Group	Publication Notices	\$225.00
72641	Scarsdale Security Security Systems Inc	Contract Services-Other	\$284.97
72642	Simon and Company Inc	Contract Services-Other	\$1,000.00
72643	SMUD	Utilities	\$33,862.02
72644	Sonitrol	Equipment Rental-Office	\$196.39
72645	State Water Resources Control Board	Dues & Subscriptions	\$60.00
72646	Susan Talwar	Professional Development	\$52.00
72647	Dale R/Porfiria D Asp	Customer Refund	\$38.93
72648	Mitlon T Vance Estate	Customer Refund	\$44.72
72649	Rebecca L Money Rev Trust	Customer Refund	\$10.36
72650	Kathleen M/Jessica L Tucker	Customer Refund	\$115.84
72651	Heather M Allen	Customer Refund	\$107.37
72652	Harry/Keiko I Finney	Customer Refund	\$60.34
72653	Richard/ Christina Kingswell	Customer Refund	\$181.98
72654	Gregory/Tatyana Tovmassian	Customer Refund	\$109.89
72655	Martin Curle	Customer Refund	\$55.80
72656	Michele Cargile	Customer Refund	\$14.28
72657	Barbara L Shimoff	Customer Refund	\$44.20
72658	ABA DABA Rentals & Sales	Supplies-Field	\$142.23
72659	ACWA/JPIA	Workers Comp Insurance	\$92.82

CHECK	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72660	Alexander's Contract Services	Contract Services-Meter Reading	\$8,467.21
72661	AnswerNet	Telephone-Answering Service	\$369.87
72662	Axiom Technologies LLC	Contract Services-Other	\$4,419.50
72663	B&M Builders	Contract Services-Engineering	\$25,732.33
72664	Bart/Riebes Auto Parts	Repair-Trucks	\$50.63
72665	Best Best & Krieger	Legal & Audit	\$22,662.50
72666	BSK Associates	Water Analysis	\$1,629.00
72667	Central Valley Engineering & Asphalt, Inc.	Contract Services-Paving	\$2,353.00
72668	Citrus Heights Community Center	Equipment Rental-Office	\$850.00
72669	Cogsdale	Contract Services-Other	\$69,301.00
72670	Consolidated	Telephone-Local/Long Distance	\$1,168.41
72671	Robin Cope	Health Insurance	\$457.00
72672	Michael Deaver	Toilet Rebate Program	\$50.00
72673	Flowline Contractors, Inc	Contract Services-Engineering	\$111,326.00
72674	GEI Consultants	Contract Services-Wells	\$1,716.00
72675	Giver - Kalyn Switzer	Contract Services-Other	\$633.57
72676	Hunt & Sons Inc	Gas & Oil	\$2,800.53
72677	Indoor Environmental Services	Maintenance Agreement-Equipment	\$629.25
72678	Integrity Administrators Inc	Health Insurance	\$255.99
72679	Kei Window Cleaning #12	Janitorial	\$120.00
72680	Maze & Associates	Legal & Audit	\$1,550.00
72681	NowSpeed Inc.	Contract Services-Other	\$250.00
72682	Office Depot	Office Expense	\$177.49
72683	Pace Supply Corp	Material	\$25,748.04
72684	Quick Quack Car Wash	Maintenance Agreement-Equipment	\$298.30
72685	Republic Services #922	Utilities	\$292.71
72686	River City Staffing Group	Temporary Labor	\$493.81
72687	San Juan Water District	Purchased Water	\$785,206.70
72688	Smoke Busters	Repair-Trucks	\$240.00
72689	Sonitrol	Equipment Rental-Office	\$65.55
72690	State Water Resources Control Board	Dues & Subscriptions	\$60.00
72691	Tee Janitorial & Maintenance	Janitorial	\$2,989.00
72692	A. Teichert & Son, Inc.	Road Base	\$1,502.33
72693	TIAA Commercial Finance Inc	Equipment Rental-Office	\$762.17
72694	Wizix Technology Group Inc	Equipment Rental-Office	\$229.48
72695	Viola L Beck Estate	Customer Refund	\$58.06
72696	Donald H/Sharon K Slates Trust	Customer Refund	\$146.58
72697	Hervey/June Oelkers Rev Trust	Customer Refund	\$7.34
72698	Kenneth W/Sandra J Berry	Customer Refund	\$20.35
72699	Renate M Wicker	Customer Refund	\$132.93

<u>CHECK</u>	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72700	Gary L/Paul J Hamilton	Customer Refund	\$49.99
72701	A Teichert & Son Inc	Customer Refund	\$1,442.45
72702	Gosing LLC	Customer Refund	\$219.60
72703	Marylin Pistante	Customer Refund	\$37.37
72704	Christopher R White	Customer Refund	\$86.00
72705	Traygen/Sarah Bilsland	Customer Refund	\$150.55
72706	BKSP Properties LLC	Customer Refund	\$46.78
72707	Andy J/Cara M Choy	Customer Refund	\$34.90
72708	Odelia/Carlos M Doria	Customer Refund	\$48.32
72709	David W/Margaret J Trigeiro	Customer Refund	\$205.56
72710	Leana C B Stromberg	Customer Refund	\$75.19
72711	RCP Construction Inc	Customer Refund	\$1,732.80
72712	ABA DABA Rentals & Sales	Supplies-Field	\$94.82
72713	AFLAC	Employee Paid Insurance	\$166.66
72714	Alexander's Contract Services	Contract Services-Meter Read	\$2,362.27
72715	Axiom Technologies LLC	Contract Services-Other	\$4,242.50
72716	Bart/Riebes Auto Parts	Repair-Trucks	\$82.67
72717	Best Best & Krieger	Legal & Audit	\$17,545.60
72718	Blue Jay Trucking Inc	Contract Services-Other	\$2,750.00
72719	Bender Rosenthal Incorporated	Contract Services-Other	\$1,073.75
72720	C & D Power	Repair-Equipment/Hardware	\$2,355.00
72721	Capio	Professional Development	\$40.00
72722	Citrus Heights Saw & Mower	Repair-Equipment/Hardware	\$1,244.59
72723	City of Citrus Heights	Permit Fees	\$1,517.00
72724	Colantuono, Highsmith & Whatley, PC	Legal & Audit	\$10,593.90
72725	Corelogic Information Solutions Inc	Dues & Subscriptions	\$212.18
72726	County of Sacramento Municipal Services	Field Miscellaneous	\$50.00
72727	Sacramento County Utilities	Utilities	\$190.10
72728	Gaynor Telesystems Incorporated	Contract Services-Other	\$540.00
72729	Hunt & Sons Inc	Gas & Oil	\$248.88
72730	Iconix Waterworks	Material	\$1,260.68
72731	Liebert Cassidy Whitmore	Legal & Audit	\$39.00
72732	One Print Source & Graphics	Printing	\$53.56
72733	Pace Supply Corp	Material	\$2,194.80
72734	Alberto Preciado	Professional Development	\$650.00
72735	Prime Auto Repair	Repair-Trucks	\$137.64
72736	Red Wing Shoe Store	Small Tools	\$275.00
72737	River City Staffing Group	Temporary Labor	\$7,157.14
72738	Warren Consulting Engineers Inc	Contract Services-Engineering	\$4,125.00
72739	Wex Bank	Gas & Oil	\$2,974.91

CHECK	PAYEE	<u>DESCRIPTION</u>	<u>AMOUNT</u>
72740	Zoho Corporation	Maintenance Agreement-Software	\$898.00
72741	Tracy Doyle Whitley	Customer Refund	\$96.25
72742	Pete/Christie Contreras	Customer Refund	\$24.54
72743	Carolyn L St Clair	Customer Refund	\$127.41
72744	Charles T/Suzanne M Rose	Customer Refund	\$148.49
72745	John/Felipa Callahan	Customer Refund	\$18.68
72746	Krueger Trust	Customer Refund	\$49.33
72747	Kenneth G/Shirley A Framsted Trust	Customer Refund	\$210.80
72748	A Teichert & Son Inc	Customer Refund	\$430.76
72749	Willie E Salone Jr	Customer Refund	\$46.15
72750	Jeremy Lee	Customer Refund	\$135.28
72751	RLS Funding Inc	Customer Refund	\$200.06
72752	Rachel/Melisa Mahon	Customer Refund	\$16.66
72753	Mary A/John V Dekoning	Customer Refund	\$127.99
72754	Claire E Campo	Customer Refund	\$139.64
72755	NMS Investment Corp	Customer Refund	\$25.83
72756	Wesley Weisbrich	Customer Refund	\$28.81
72757	Alexander's Contract Services	Contract Services-Meter Reading	\$1,842.70
72758	BSK Associates	Water Analysis	\$136.00
72759	California Landscape Associates Inc	Janitorial	\$230.00
72760	City of Citrus Heights c/o Processing Center	Equipment Rental-Office	\$15.00
72761	R&B Company	Material	\$461.17
72762	Diana Miller Photography	Contract Services-Miscellaneous	\$735.00
72763	Fast Action Pest Control	Contract Services-Miscellaneous	\$165.00
72764	FP Mailing Solutions	Equipment Rental-Office	\$164.86
72765	GEI Consultants	Contract Services-Wells	\$2,002.00
72766	Global Machinery West	Repair-Equipment	\$476.69
72767	Renee Goularte	Toilet Rebate Program	\$150.00
72768	Margaret L Harrison	Toilet Rebate Program	\$75.00
72769	Holt of California	Repair-Equipment	\$727.15
72770	Hunt & Sons Inc	Gas & Oil	\$1,149.50
72771	Ronald L Junkert	Toilet Rebate Program	\$150.00
72772	Lowe's	Supplies-Field	\$1,265.29
72773	Jason or Lena Martinoni	Toilet Rebate Program	\$75.00
72774	Moonlight BPO LLC	Contract Services-Bill Print/Mail	\$5,762.03
72775	Pace Supply Corp	Material	\$1,583.92
72776	Laura Patterson	Toilet Rebate Program	\$75.00
72777	River City Staffing Group	Temporary Labor	\$779.70
72778	Sacramento Local Agency Formation Commission	Dues & Subscriptions	\$1,750.00
72779	Les Schwab Tires	Repair-Trucks	\$605.15

CHECK	PAYEE	DESCRIPTION	<u>AMOUNT</u>
72780	Sonsray Machinery, LLC	Repair-Equipment	\$1,101.42
72781	Walker's Office Supplies	Office Expense	\$71.30
72782	Michael Wolf	Toilet Rebate Program	\$75.00
Total			\$1,253,343.54
ACH	ADP 593377911	Contract Services-Financial	\$313.25
ACH	ADP 594244256	Contract Services-Financial	\$394.05
ACH	ADP 595258617	Contract Services-Financial	\$341.00
ACH	CAL CHOICE JANUARY 2022	Health Insurance	\$42,512.92
ACH	FP MAILING	Equipment Rental-Office	\$1,500.00
ACH	JP MORGAN NOVEMBER 2021	See December Agenda Item CC-9	\$8,796.05
ACH	JP MORGAN NOVEMBER 20021AP	See December Agenda Item CC-9	\$1,534.50
ACH	MID AMERIVA 12/21-12/27/2	Employee Paid Insurance	\$430.00
ACH	MID AMERICA 12/7-12/13/21	Employee Paid Insurance	\$1,223.00
ACH	PERS 11/11/21 PAYDAY	PERS	\$20,843.88
ACH	VALIC 12/9/21 PAYDAY	Deferred Compensation	\$2,842.48
ACH	ICMA 11/11/21 PAYDAY	Deferred Compensation	\$8,352.77
ACH	ICMA 11/25/21 PAYDAY	Deferred Compensation	\$9,643.90
ACH	ICMA 12/23/21 PAYDAY	Deferred Compensation	\$8,549.68
ACH	ICMA 12/9/21 PAYDAY	Deferred Compensation	\$8,389.27
ACH	PERS 10/14/21 PAYDAY	PERS	\$20,916.07
ACH	PERS 10/28/21 PAYDAY	PERS	\$20,843.88
ACH	PERS 11/25/21 PAYDAY	PERS	\$21,245.40
ACH	VALIC 11/11/21 PAYDAY	Deferred Compensation	\$2,927.51
ACH	VALIC 12/23/21 PAYDAY	Deferred Compensation	\$2,723.60
ACH	VALLIC 11/25/21 PAYDAY	Deferred Compensation	\$3,327.51
Total			\$187,650.72

Grand Total \$1,440,994.26

JP Morgan Purchase Card Distributions Dec-21

Name	Dues & bscription	trict Events Recognition	 ofessional velopment	intenance icensing	General Supplies	Other Agency Cost Reimbursemen		Tools & Equipment	quipment iintenance	CIP	Support Services	To	otal Bill
Moore		\$ 499.56			\$ 3.23							\$	502.79
Park-Kim	\$ 1.00	\$ 140.84										\$	141.84
Scott		\$ 190.63										\$	190.63
Shockley	\$ 126.50	\$ 2,319.26	\$ 4,458.27		\$ 569.14			\$ 3,005.75		\$ 152.91	\$ 66.50	\$ 1	0,698.33
Spiers		\$ 60.37			\$ 1,233.58			\$ 657.23	\$ 2,587.95			\$	4,539.13
Straus		\$ (951.84)	\$ 1,331.45									\$	379.61
Talwar	\$ 3.99	\$ 593.47		\$ 275.00		\$ 85.8	7					\$	958.33
Total Bill	\$ 131.49	\$ 2,852.29	\$ 5,789.72	\$ 275.00	\$ 1,805.95	\$ 85.8	7	\$ 3,662.98	\$ 2,587.95	\$ 152.91	\$ 66.50	\$ 1	7,410.66

AGENDA ITEM: CC-10

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : EMPLOYEE RECOGNITION

STATUS : Information Item REPORT DATE : December 24, 2021

PREPARED BY : Sheila Shah, Management Technician

The following District employees were recognized for perfect attendance during November 2021, and outstanding customer service and quality of work during the month of December 2021.

Administrative Services

<u>Name</u>	<u>Attendance</u>	Customer Service	Work Quality		
Bryan Abaya			Assisted with AV/IT at the 12/6 and		
			12/20 special Board meetings.		
			Assisted with MDM solution update.		
Dana Mellado			Assisted with 2022 rates schedule.		
Mellado			Worked with exec team and software		
			vendor to update customer bill		
			template to include Project 2030		
			charge.		
			onarge.		
Lea Park-	Yes		Attended the 12/20 special Board		
Kim			meeting.		
			Coordinated the CAC Appreciation		
			luncheon.		
Alberto	Yes		Worked with bank on fraudulent		
Preciado	res		checks issue.		
Trectado			CHECKS ISSUE.		
Sheila Shah	Yes		Attended the special and regular		
Sheha Shan	1 03		Board meetings in December.		
			Board meetings in Becomeen		
			Assisted with CAC Appreciation		
			luncheon.		
Kayleigh		Covered front counter alone during planned	Assisted with 2022 rates schedule.		
Shepard		staff outages.			
			Updated Miscellaneous Charges on		
			software to updated amounts for 2022.		

<u>Name</u>	Attendance	Customer Service	<u>Work Quality</u>	
Beth			Worked with bank on fraudulent	
Shockley			checks issue.	
Desiree	Yes		Assisted with 2022 rates schedule.	
Smith			Updated forms on our website to	
			include new miscellaneous rates.	

Engineering Department

<u>Name</u>	Attendance	Customer Service	Work Quality
Tamar Dawson		Provided inspections during staff vacation.	
Paul Dietrich	Yes	Prepared the staff report for the Pratt Avenue Water Main Project Agreement and the Fair Oaks Blvd board item.	
		Attended the December Board meeting.	
Timothy Katkanov	Yes	Provided IT services at the 12/6/21 Special Board Meeting.	
		Provided a GIS map for the 12/20/21 Board Meeting with a quick turnaround.	
Neil Tamagni		A private developer stated "working with Neil has been one of the most positive experiences in their history of developing Cane's."	

Operations Department

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
James Buford	Yes		
Christopher	Yes		
Bell			
Aaron Cater			Dec. 3 / Volunteered to work on
			Friday to ensure pavement restoration
			was completed on Oak Ave.
IZ 11 D 1	37		
Kelly Drake	Yes		
T			D 00/D 111 0 1
James Ferro			Dec. 23 / Responded to after-hours
			emergency to repair water service at
			6395 Brando Loop. (District Holiday)

<u>Name</u>	Attendance	<u>Customer Service</u>	Work Quality
Brian	Yes		Presented at the 12/20 special Board
Hensley			meeting
Ricky Kelly			Dec. 3 / Volunteered to work on Friday to ensure pavement restoration was completed on Oak Ave. Dec. 23 / Responded to after-hours
			emergency to repair water service at 6395 Brando Loop. (District Holiday) Dec. 24 / Responded to after-hours
			emergency to replace water service at 8031 Mariposa Ave.
Nick Spiers	Yes		
•			
John Spinella	Yes		Dec. 3 / Volunteered to work on Friday to ensure pavement restoration was completed on Oak Ave.
			Dec. 24 / Responded to after-hours emergency to replace water service at 8031 Mariposa Ave.

AGENDA ITEM: CC-11

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : LONG RANGE AGENDA STATUS : Consent/Information Item REPORT DATE : January 12, 2022

PREPARED BY : Brittney Moore, Senior Management Analyst

OD IECTIVE.					egend
OBJECTIVE: Listed below is the	current Long R	ange Agenda		s cc	Study Session Consent Calendar
Listed below is the	current Long It	unge rigeriau.		P	Presentation
				B PH	Business Public Hearing
				CL	Closed Session
		CITRUS HEIGHTS WATER DISTRICT LONG ITEM DESCRIPTION	RANGE AGENDA ASSIGNED	ACTIVIDATIVADO	
MEETING DATE	MEETING TYPE	February 16, 2022	ASSIGNED	AGENDA TYPE	AGENDA ITEM
Febrauary 16, 2022		Project 2030 Pipeline Condition Assessment	Pieri	P	
February 16, 2022		Agreement with Investment Consultant	Talwar	СС	A
Febrauary 16, 2022	Annual	Investment of District Funds	Talwar/General Counsel	В	A
		March 16, 2022			
March 16, 2022		Water Meter Replacement Study	Scott	В	A
March 16, 2022	Annual	Poster Contest Presentation	Scott	P/MS	I/D
	711111111	April 20, 2022	Seore	17.11.5	
April 20, 2022		Agreement for Mesa Verde High School/Carriage Water Main	Pieri	сс	A
April 20, 2022		2022 Strategic Plan Update	Moore	ss	I/D
Арти 20, 2022		May 18, 2022	110010	55	
10, 2022		Update on District Wide Easement Project	n	n.	I/D
May 18, 2022			Pieri	P	I/D
May 18, 2022		Annual Financial Report June 15, 2022	Talwar	cc	I/D
			G	n.	I/D
June 15, 2022	Biennial	Garden Corps Update	Scott	P	
June 15, 2022		Resolution Calling for November Election	Moore	В	A
June 15, 2022	Annual	Form 470 Finance Corporation, Confirm & Appoint Officers of the Finance Corp.,	Moore	MS	I/D
June 15, 2022	Annual	Status of Finance Corp.	Talwar	В	A
June 15, 2022	Annual	Conflict of Interest	Moore/Talwar	В	A
		JULY -SUMMER RECESS			
		August 17, 2022 Water Efficiency Update	G 4/D 147 04	GG.	I.D.
August 17, 2022		CIP Update	Scott/Park-Kim/Moore	SS	I/D
August 17, 2022	41	Approved of 2022 Stratogic Blon	Pieri/Park-Kim	P B	I/D A
August 17, 2022 August 17, 2022	Annual	Approval of 2023 Strategic Plan Budget Rate Model Options Workshop	Straus Talwar	P	I/D
August 17, 2022	Annuai	September 21, 2022	Taiwar	·	I/D
September 21, 2022		Agreement with Response Structural Engineers	Pieri	cc	A
September 21, 2022		CIP Overview	Pieri	P	I/D
September 21, 2022	Annual	Refined Budget Options/Prop 218 Direction	Talwar/Straus	В	I/D
September 21, 2022	Every 3 Years	Public Health Goals	Hensley	В	A
		October 19, 2022			
October 19, 2022	Annual	Misc. Charges and Fees - Proposed	Talwar	В	A
		November 16, 2022			
November 16, 2022		Boring and Potholing Agreement Cost-of-Living Adjustment to Salary Schedule, Retiree Insurance Benefits,	Pieri	СС	A
November 16, 2022	Annual	and Directors' Compensation	Moore	В	A
		December 21, 2022			
December 21, 2022	Annual	Committee Assignments	Moore	В	A
December 21, 2022	Annual	District Officers	Moore	В	A
December 21, 2022	Annual	Selection of President and Vice President	Straus	В	A
December 21, 2022	Annual	Operating and Capital Budgets	Straus/Dietrich/Scott	В	P/A
December 21, 2022		Election Declaration	Moore	PH	A
December 21, 2022		Oath of Office	Moore	В	A

AGENDA ITEM: CC-12

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : January 10, 2022

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
PROJECT 2030 Water Main Replacement Project	Engineering	Director of Engineering and Project Manager	Yes, 06/29/21 (Final Completion Update)	Yes	Masterplan for replacement of water mains.	Board approved Project 2030 Study. Staff proceeding with various implementation steps.
CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Master Plan Buildout	Engineering	Director of Engineering and Project Manager	Yes, 07/17/19 (Award of Contract)	Yes	Masterplan for office space requirements through 2045.	Staffing Report approved by Board on 06/16/21. Pre-Architectural Study pending.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT 6230 Sylvan Rd Perimeter Wall	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	No	Wall along the east side of District property. 2021 design.	Rezone of properties on hold. Preliminary plans pending.
CAPITAL IMPROVEMENT PROJECT - Skycrest School Water Service Replacement	Engineering	Project Manager and Assistant Engineer	No	Yes	2020 design, 2021 construction.	District to send easement to County for recordation once construction complete. Operations performing construction. 99% Complete.
CAPITAL IMPROVEMENT PROJECT - Walnut Drive Water Service Project	Engineering	Project Manager and Assistant Engineer	No	Yes	2021 design, 2022 construction.	4 of 5 easements acquired. Plans are 100% complete. Anticipate construction to be completed by Operations in Winter 2021/22.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes, 08/18/21 (Award of Contract)	Yes	2021 design, 2021 construction.	Award of Contract occurred at the 08/18/21 Board Meeting. Construction 95% complete.
CAPITAL IMPROVEMENT PROJECT - Mesa Verde High School Water Main Project	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	District obtaining easement from SJUSD. 100% Plans prepared and under review.
CAPITAL IMPROVEMENT PROJECT - Carriage Dr, Mesa Verde High School to Pratt	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	30% design in progress. Potholing occurred 12/28/21.
CAPITAL IMPROVEMENT PROJECT - Antelope - Rusch Park Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2021 construction.	Easement approved by Sunrise Recreation & Park District at their 08/03/21 Board meeting. Construction 75% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CAPITAL IMPROVEMENT PROJECT - Old Auburn Road Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2023 construction.	District to begin design.
CAPITAL IMPROVEMENT PROJECT - Pratt Avenue Water Main	Engineering	Project Manager and Assistant Engineer	Yes, 12/15/21 (Award of Contract)	Yes	2021 design, 2022 construction.	Award of contract occurred at the 12/15/21 Board Meeting. Awaiting construction to begin.
CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2021 design, 2022 construction.	Survey completed. Easement acquisition is in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT Mitchell Village - 7925 Arcadia Dr	Engineering	Director of Engineering and Senior Construction Inspector	Yes, 03/30/20, 04/15/20 (Deferment of Fees)	No	200-300 unit development by Watt Communities.	Received 2 recorded easements at 8017 Greenback Lane on 12/08/20. Received recorded easement at 6434 Sunrise Boulevard on 05/27/21. Received recorded SMUD access easement on 01/08/21. Project re-started on 7/14/20. Water portion 99% Complete.
PRIVATE DEVELOPMENT Lawrence Ave Wyatt Ranch	Engineering	Senior Construction Inspector, Director of Engineering and Assistant Engineer	Yes, 01/20/21 (Deferment of Fees)	No	23 lot subdivision.	District signed plans on 12/04/19. Deferment Agreement signed on 02/11/21. Construction 75% Complete. Construction restarted 08/09/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Director of Engineering and Assistant Engineer	No	No	Seniors apartment complex with 42 one bedroom and 68 two bedroom units.	All fees paid on 10/18/21. District signed plans on 10/19/21. Awaiting construction.
PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	District received third submittal on 03/10/21 and provided comments on 03/29/21. Awaiting final plans for signature. Plan check fees paid 04/13/21.
PRIVATE DEVELOPMENT 208 Langley Ave Parcel Split 1 - 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 2 lots. New single family home construction on one lot.	District sent correspondence to property owner on 04/20/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 1	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of Sunrise Village.	Plans signed and all fees paid. Phase 1 - Construction 99% complete. Pad 3 - Construction 99% complete.
PRIVATE DEVELOPMENT 7969 Madison Ave Orchard Apts Storage Units	Engineering	Director of Engineering and Assistant Engineer	No	No	Demo tennis courts to make storage unit with sprinkler system.	Payment received for Fees on 04/01/20. District signed plans on 11/23/20. Construction 5% complete.
PRIVATE DEVELOPMENT 7435 Stock Ranch Rd USPI Surgical Center	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-use outpatient surgical center.	All fees paid. Construction 100% complete. Performing Project Closeout.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7424 Sunrise Blvd Sunrise Pointe	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Proposed multi-unit housing complex for low-income and homeless.	All fees paid. District provided punchlist. Construction 99% complete.
PRIVATE DEVELOPMENT 8220 Sunrise Blvd Carefield Citrus Heights	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed memory care facility.	Received schematic plans on 05/08/19. Will-Serve letter sent on 05/20/19.
PRIVATE DEVELOPMENT Livoti Development	Engineering	Director of Engineering and Assistant Engineer	No	No	Six Parcel Subdivision.	Plan check fees paid. Plans signed. Awaiting construction.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Provided comments to the first submittal from developer's engineer on 11/18/21.

Items of Interest	Department	Project Team	To Board? If	Strategic	Item Description	Update from Last
			so, Date	Planning Item		Report/ Current Status
PRIVATE DEVELOPMENT 7800 Greenback Ln Raising Cane's	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Commercial Development.	All fees paid. Construction 99% complete.
PRIVATE DEVELOPMENT 8030 Greenback Ln Popeye's Louisiana Chicken	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development. New Fire Service.	All fees paid 07/12/21. Plans signed on 07/19/21. Construction 5% complete.
PRIVATE DEVELOPMENT 8034 Greenback Ln Burger King	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development. Backflow cage and blanket.	Plan check fees paid 06/03/21. Plans signed 06/02/21. Reviewed submittals. Awaiting Construction.
PRIVATE DEVELOPMENT 7301 Greenback Ln Safeway Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Interior Tenant Improvements and Fire Improvements.	All fees paid. Construction 99% complete.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 8556 Pheasant Ridge Ln Fire Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	Extension of water main, addition of fire hydrant, and fire sprinklers.	All fees paid on 03/11/21. Provided comments on revised plans on 12/01/21.
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments & Annexation	Engineering	Director of Engineering and Assistant Engineer	Yes (Resolution adopted for Annexation - 12/16/20)	No	Annexation and proposed apartments.	Annexation fees paid. Adoption of Resolution approving annexation occurred at the 12/16/20 Board Meeting. Received planning level documents on 04/06/21 and District provided comments on 04/13/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7311 Huntington Square Ln	Engineering	Director of Engineering and Assistant Engineer	No	No	New fire service and domestic water service for additional apartments.	Fees paid 04/29/21. Plans signed on 08/18/21. Easement documents received on 08/17/21. Construction began on 01/10/22.
PRIVATE DEVELOPMENT 7078 Auburn Blvd Auburn Heights Townhomes	Engineering	Director of Engineering and Assistant Engineer	No	No	8 Townhomes on undeveloped property.	Plans signed on 09/20/21. All fees paid as of 11/22/21. Submittals reviewed on 12/9/21. Preconstruction Meeting occurred on 12/7/21. Awaiting construction.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
PRIVATE DEVELOPMENT 7725 Aloha Lane	Engineering	Director of Engineering and Assistant Engineer	No	No	Single Family Resident	Plans approved and fees paid. Operations installed water service on 06/09/21.
PRIVATE DEVELOPMENT 8136 Auburn Blvd Self Service Coin Laundry	Engineering	Director of Engineering and Assistant Engineer	No	No	Redevelopment of existing building to a self service coin laundry.	Plan check fees paid. Plans signed on 07/19/21. Awaiting construction.
PRIVATE DEVELOPMENT Talbot Way Citrus Place Subdivision	Engineering	Director of Engineering and Assistant Engineer	No	No	8 lot subdivision	Received plans on 06/21/21. District provided comments to submittal on 07/08/21.
PRIVATE DEVELOPMENT 7311 Hickory Ave Single Family Home	Engineering	Director of Engineering and Assistant Engineer	No	No	Customer requesting water service for a recently split lot.	Verify lot is split prior to initiating new water service.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Bonita Wy, Garry Oak Dr, & Twin Oaks Ave Storm Drain Improvements	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Bonita Wy, Garry Oak Dr & Twin Oaks Ave Storm Drain Project.	Operations relocating water facilities. 99% complete. Engineering to inspect water service relocation by City's contractor. Bonita - 100% complete. Garry Oak - 100% complete. Twin Oaks - 100% complete.
CITY OF CITRUS HEIGHTS PROJECT Chula Vista Dr Storm Drain Improvements	Engineering	Director of Engineering and Assistant Engineer	No	Yes	Chula Vista Dr Storm Drain Project.	Project is on hold by the City as of 09/24/20.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Mariposa Ave - Safe Routes to School Phase IV	Engineering	Senior Construction Inspector and Assistant Engineer	No	Yes	Frontage improvements along east side of Mariposa Ave from Madison Ave to Skycrest School.	Construction began June 2021. Operations relocated water facilities. 100% complete. Water facilities relocation by Contractor 99% complete.
CITY OF CITRUS HEIGHTS PROJECT Auburn Blvd - Complete Streets Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd from Rusch Park to north.	District provided Cost Liability letter on 03/25/21.
CITY OF CITRUS HEIGHTS PROJECT Arcade-Cripple Creek Trail Project	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Bike Trail.	District received Cost Liability letter from the City on 10/09/20. District provided comments on the submittal on 06/10/21.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
CITY OF CITRUS HEIGHTS PROJECT Greenback Lane Complete Streets	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements along Greenback Lane	The City submitted plans for review on 10/25/21. District provided comments. Awaiting construction.
District-wide Easement Project	Engineering	Director of Engineering, Project Manager and Assistant Engineer	(06/16/21) Award of Contract	Yes	Research and review District facility locations and easements for potential additions/revisions.	Project status meetings to occur biweekly. Easement packets 5% complete.
Review CEQA process for Capital Improvement Projects (CIPs)	Legal	Assistant General Counsel Joshua Nelson and Director of Engineering	TBD	Yes	Review existing CEQA process for CIPs. Update and revise as necessary.	Staff will conduct an initial scoping meeting in Q1 2022. For all other projects, an environmental consultant is hired to oversee the CEQA process.

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT

STATUS : Information Item REPORT DATE : January 3, 2022

PREPARED BY : Tim Cutler, Water Distribution Supervisor

Rebecca Scott, Director of Operations

Facilities Maintenance	Facilities Maintenance				
	Comple	ted WO's		Complet	ed WO's
	Dec.	2021 Total		Dec.	2021 Total
Backflow Maintenance	0	0	C21-010 Water Mainline	0	0
Blow Off Maintenance	0	41	C21-011 Water Valves	0	8
Hydrant Maintenance	38	625	C21-012 Water Services	19	306
Leak Investigation	0	1	C21-013 Water Meters	18	298
Mainline Repair/Maintenance	0	6	C21-014 Fire Hydrants	0	10
Meter Box Maintenance	1	37	C21-103 Pot Hole Main	0	1
Meter Register Replacement	21	285	TOTAL	37	623
Meter Repair/ Test/Maintenance	0	9	Water Quality		
Pot Hole Work	0	0	Water Analysis Report: Bac met all California Departs	_	_
Water Service Repair/Locate	1	11	requirements. 72 samples v positive re	were collected	
Valve, Mainline Maintenance	63	1,240			
Valve Box Maintenance	0	9			
TOTAL	124	2,264			

CITRUS HEIGHTS WATER DISTRICT DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : 2021 WATER SUPPLY - PURCHASED & PRODUCED

STATUS : Information Item REPORT DATE : January 4, 2022

PREPARED BY : Brian M. Hensley, Water Resources Supervisor

: Rebecca Scott, 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.

	2013	2016	2017	2018	2019	2020		20	21		Year-to-I	Date
Month							Surface	Ground	Total	Total	Compari	son
Wionun							Water	Water	Water	Water	to	
		,	Total Wate	•			Purchased			Annual	2013	
	1		acre	feet				acre	feet		acre feet	%
Jan	602.52	539.60	506.81	531.38	520.86	519.03	491.47	84.07	575.54	575.54	-26.98	-4.5%
Feb	606.36	484.53	443.99	525.73	447.48	589.8	401.12	84.05	485.17	1,060.71	-148.17	-12.3%
Mar	819.55	517.56	546.60	540.78	516.87	654.31	420.62	180.40	601.02	1,661.73	-366.70	-18.1%
Apr	1,029.73	677.81	575.52	646.09	682.90	767.24	726.48	275.48	1,001.96	2,663.69	-394.47	-12.9%
May	1,603.43	979.49	1,138.72	1,072.27	977.41	1,168.99	881.36	395.97	1,277.33	3,941.02	-720.57	-15.5%
Jun	1,816.73	1,343.76	1,412.94	1,387.03	1,328.07	1,475.82	1,042.71	498.61	1,541.32	5,482.34	-995.98	-15.4%
Jul	2,059.21	1,544.57	1,650.76	1,737.13	1,582.40	1,682.83	1,050.37	593.36	1,643.73	7,126.07	-1,411.46	-16.5%
Aug	1,924.28	1,579.80	1,570.80	1,583.78	1,603.36	1,660.59	924.70	614.06	1,538.76	8,664.83	-1,796.98	-17.2%
Sep	1,509.82	1,257.91	1,441.76	1,330.19	1,297.12	1,381.14	985.11	348.18	1,333.29	9,998.12	-1,973.51	-16.5%
Oct	1,297.42	840.80	1,128.97	1,061.88	1,083.17	1,185.00	404.84	567.25	972.09	10,970.21	-2,298.84	-17.3%
Nov	911.55	561.82	631.55	807.7	839.06	779.34	205.79	370.58	576.37	11,546.58	-2,634.02	-18.6%
Dec	700.94	518.62	574.43	558.97	548.17	620.34	214.55	322.42	536.97	12,083.55	-2,797.99	-18.8%
Total	14,881.54	10,846.27	11,622.85	11,782.93	11,426.87	12,484.43	7,749.12	4,334.43	12,083.55	12,083.55		
% of Total	_						64.13%	35.87%				

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : WATER SUPPLY RELIABILITY

STATUS : Information Item REPORT DATE : January 4, 2022

PREPARED BY : Brian Hensley Water Resources Supervisor

Rebecca Scott, Director of Operations

OBJECTIVE:

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

BACKGROUND AND ANALYSIS:

As of December 1, 2021, storage in Folsom Lake (Lake) was at 586,138 acre-feet, 60 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 228,367 acre-feet in the past month.

The District's total water use during December 2021 (536.97 acre-feet) was 23 percent below that of December 2013 (700.94 acre-feet).

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

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE

STATUS : Information Item REPORT DATE : January 4, 2022

PREPARED BY : Rebecca Scott, Director of Operations

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

ACTIVITIES AND PROGRESS REPORT

- Water Efficiency activities during the month of December 2021 included:
 - Eight High Efficiency Toilet (HET) rebates were processed, compared to two in December 2020.
 - The District is processing High-Efficiency Clothes Washer (HECW) rebates in-house. One rebate was processed in December 2021. The District continues to reach out to customers on social media and our website to promote the HECW rebate program.
 - There were three smart irrigation controllers installed for customers in December, and 119 smart irrigation controllers were installed in 2021.
- Thirty-five Pressure Reducing Valve (PRV) rebates were issued in 2021.
- Fourteen reports of water waste were received in December. Staff continues reaching out to customers concerning water waste violations and leak notifications.
- The District holds bi-monthly safety meetings. The December safety meetings covered Making Safety a Habit and Unsafe Acts & Conditions.

• The 2022 lineup of WaterSmart classes is below:

Date	Title
Thursday, Feb 3	Capturing That Rain for Your Landscape (Webinar)
12 noon – 1:00 p.m.	By Cheryl Buckwalter
Saturday, March 5	Sprinkler Tune-up Time (In-Person at the Sylvan Ranch Community Garden)
10-11 a.m.	By Jessy Parker
Thursday, April 7	Turning Dirt into Gold: How to Build Healthy Soil (Webinar)
12 noon – 1:00 p.m.	By Kit Veerkamp
Sat., Sept. 10	So You Planted a Garden, Now What? (In-Person at the Sylvan Ranch
10-11 a.m.	Community Garden)
	By Jessy Parker
Sat., Sept. 17	Fall for Native Plants: How to Plant and Cook with the Region's Flora (In-Person
10-11 a.m.	at the Sylvan Ranch Community Garden)
	By Chris Lewis

The 2021 classes are archived on CHWD's website and on YouTube, where they can be viewed any time.

- CHWD has three garden plots at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD is working with a customer based volunteer "Garden Corps," who maintains the plots by removing weeds and checking the irrigation system and controller timers.
- The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD for 2021:

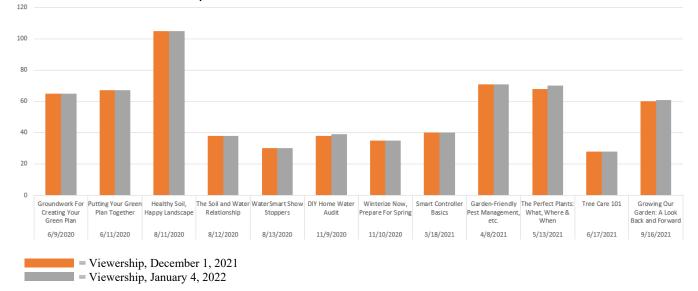
Month	R-GPCD 2020	R-GPCD 2021	% CHANGE
January	76	84	+10.5%
February	92	78	-15.2%
March	95	88	-7.3%
April	116	135	+16.3%
May	170	169	-0.7%
June	222	172	-22.4%
July	245	230	-6.3%
August	242	187	-23%
September	208	178	-14%
October	147	118	-20%
November	117	80	-32%
December	90	65	-27%

The following table summarizes the service requests and work orders of Water Efficiency staff for December 2021:

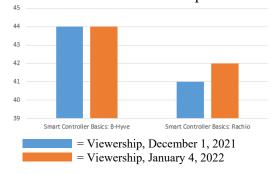
Work Orders	Dec 2021	Dec 2020
CHANGE TOUCH-READ TO RADIO READ	0	2
CONVERT TO RADIO-READ METER	3	3
METER BOX MAINTENANCE	1	0
METER REPAIR	0	1
METER REPLACEMENT	0	0
METER TESTING	0	7
REGISTER REPLACEMENT RADIO-READ REGISTER	12	14
REPLACEMENT	/	3
INSTALL METER	18	2
TOTAL	41	32

Service Requests	Dec 2021	
CONSERVATION	14	10
REQUEST		
CHECK FOR LEAK	1	0
UNABLE TO OBTAIN	45	57
METER READ		
TRIM SHRUBS	6	12
METER BURIED	29	40
METER MAINT.	28	32
LOCKED GATE	2	10
RE-READ METER	13	2
READ METER	0	7
METER BOX MAINT.	0	3
MOVE-IN/MOVE-OUT	21	19
CAR OVER METER	11	26
TOTAL	170	218

WaterSmart Class Viewership



Standalone Video Viewership: Smart Controller Basics (published March 18, 2021)



CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO EXTEND RESOLUTION 07-2021

AUTHORIZING REMOTE PUBLIC MEETINGS

STATUS : Action Item REPORT DATE : January 4, 2022

PREPARED BY: Brittney Moore, Senior Management Analyst

Susan Talwar, Director of Finance and Administrative Services

Joshua Nelson, Assistant General Counsel

OBJECTIVE:

Consider extending Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

BACKGROUND AND ANALYSIS:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

On October 20, 2021 CHWD Board of Directors adopted Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors consistent with the requirements of AB 361. CHWD Board of Directors voted 3-0 to extend Resolution 07-2021 at its November 17, 2021, and December 15, 2021 Regular Meetings.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

Because the Board meets regularly on the third Wednesday of each month, it is possible that more than thirty days may elapse between consecutive meetings. AB 361 is silent as to whether special meetings are required on a more frequent basis to keep up with the thirty-day renewal of findings requirement, although scheduling such meetings would ensure strict compliance. Alternatively, if the Board does not meet within thirty days after its prior meeting, the Board should make its renewed findings at the beginning of its next meeting prior to any other action or discussion. If the Board wishes to continue meetings remotely, staff recommends the Board extend Resolution 07-2021 by motion, and continuously consider this Resolution as a monthly consent calendar item while there is a declared state of emergency, or until state and local orders aimed at containing the COVID-19 virus are rescinded.

RECOMMENDATION:

Extend Resolution 07-2021 to permit future hybrid remote public meetings by the Board of Directors.

ATTACHMENT	:
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Resolution No. 07-2021 Resolu	tion of the Board of D	irectors of the Citrus	Heights Water	er District
Authorizing Remote Public Me	etings			

ACTION:			
Moved by Director	, Seconded by Director	, Carried	

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 07-2021

RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT AUTHORIZING REMOTE PUBLIC MEETINGS

WHEREAS, CITRUS HEIGHTS WATER DISTRICT ("CHWD") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of CHWD's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in CHWD's meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor's executive orders, CHWD has been permitting virtual participation in meetings during the pandemic in the interest of protecting the health and safety of the public, staff, and Directors; and

WHEREAS, the Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

WHEREAS, on September 16, 2021 the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in CHWD, specifically, a state of emergency has been proclaimed related to COVID-19, State and Sacramento County officials are recommending measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings: Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that (1) a state of emergency related to COVID-19 is currently in effect; (2) state and local officials in Sacramento County have recommended measures to promote social distancing in connection with COVID-19, including indoor mask recommendations and minimum recommend distance between attendees; and (3) due to the COVID-19 emergency, the transfer of novel coronavirus from person-to-person, and the associated risk of serious illness or death from COVID-19, meeting in person would present imminent risks to the health and safety of attendees. Based on such facts, findings and determinations, the Board authorizes staff to conduct remote teleconference meetings of the Board of Directors and other CHWD legislatives bodies under the provisions of Government Code Section 54953(e).

Section 3. <u>Effective Date of Resolution</u>. This Resolution shall take effect October 20, 2021, and shall be effective for 30 days or until this Resolution is extended by a majority vote of the Board of Directors in accordance with Section 4 of this Resolution.

Section 4. Extension by Motion. The Board of Directors may extend the application of this Resolution by motion and majority vote by up to thirty days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3).

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2021.

AYES:

NOES:

ABSENT:

ABSTAINED:

David C. Wheaton, President

ATTEST:

Brittney Moore, Deputy Board Clerk

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A MAINTENANCE

SERVICES AGREEMENT WITH WEST COAST ARBORISTS

STATUS : Action Item REPORT DATE : January 5, 2022

PREPARED BY: Paul Dietrich, Project Manager

Missy Pieri, Director of Engineering/District Engineer

OBJECTIVE:

Consider approval of a maintenance services agreement with West Coast Arborists for arborist and tree services.

BACKGROUND AND ANALYSIS:

During the past three (3) years, West Coast Arborists has provided arborist and tree services for Citrus Heights Water District (CHWD or District) to complete several capital improvement projects, including consultation on trimming recommendations, routine tree maintenance, replanting of trees, assisting in the review of development applications and environmental documents regarding arborist matters, and to provide arborist reports. CHWD staff has leveraged West Coast Arborists' work and resources to complete assigned projects in a timely and effective manner.

The District had an agreement with West Coast Arborists that expired December 31, 2021 with a maximum amount of \$50,000. As the District has been pleased with the quality and timeliness of the work performed under the initial agreement, a new agreement will need to be approved. It is recommended that CHWD formalize a new task order style maintenance services agreement with West Coast Arborists. The task order style agreement is structured to offer the options of a Time-and-Materials/Hourly Billable arrangement or Project Basis/Not-to-Exceed (NTE) amount with a defined scope of work, schedule, and a not-to-exceed budget. The term of the updated agreement is ongoing, but includes a fifteen (15) day termination provision by CHWD or a sixty (60) day termination provision by West Coast Arborists without cause.

Funding for the various services covered in the agreement are budgeted for in the yearly Capital Improvement Budget. Work performed will be subject to the availability of budgeted funds.

RECOMMENDATION:

Approve the maintenance services agreement with West Coast Arborists, and authorize the General Manager to execute the agreement.

ATTACHMENT:

Maintenance Services Agreement for Arborist and Tree Services

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Marrad by Dinastan	Seconded by Director	. Carried	
Moved by Director _	, Seconded by Director	, Carried _	

CITRUS HEIGHTS WATER DISTRICT MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of ____, 20__ by and between the Citrus Heights Water District, a municipal corporation organized under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California ("District") and West Coast Arborist, Inc., a corporation, with its principal place of business at 355 Commerce Circle, Sacramento, CA 95815 ("Contractor").. District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Certified Arborist Reports, Tree Pruning, and Tree and Stump Removal to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of District. Contractor 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.

2.2 Project.

District desires to engage Contractor 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. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply (A) consultation on trimming recommendations, (B) routine tree maintenance, (C) replanting of trees, (D) assisting in the review of development applications and environmental documents regarding arborist matters, and (E) to provide arborist reports for various District Project (collectively, the "Services", which are set forth in further detail in Exhibit "A" attached hereto). 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, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations.

3.1.2 <u>Term.</u> The term of this Agreement shall continue in force for a period of one year from the date of execution. Upon expiration thereof, this Agreement will continue in force until either Party notifies the other Party in writing of its intent to terminate this Agreement as outlined in Section 3.4.1, or until otherwise terminated in accordance with this Agreement. Contractor 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 Contractor.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent Contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Contractor 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"). Contractor shall be required to commence work within 15 calendar days, or as soon thereafter as reasonably practicable, of receiving a fully executed Task Order. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule of Services, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of District.
- 3.2.4 <u>District's Representative</u>. The District hereby designates the District's General Manager, or its 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 Agreement. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

- 3.2.5 <u>Contractor's Representative</u>. Contractor hereby designates Brian Kirkegaard, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or 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.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, other contractors, Contractors, and other staff at all reasonable times.
- 3.2.7 <u>Standard of Care; Performance of Employees</u>. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required 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, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.8 <u>Period of Performance</u>. Contractor shall perform and complete all Services under this Agreement within the established schedules and deadlines set forth in the applicable Task Order ("Performance Time").
- 3.2.9 <u>Disputes</u>. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the District. If Contractor disputes the District's decision, Contractor shall have such remedies as may be provided by law.
- 3.2.10 <u>Laws and Regulations</u>; <u>Employee/Labor Certifications</u>. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs

any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold District, its officials, 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.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 <u>Employment Eligibility; Subcontractors and Subcontractors.</u> To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and subcontractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 <u>Employment Eligibility; Failure to Comply.</u> Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, subsubcontractors or contractors to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

- 3.2.10.4 <u>Labor Certification</u>. By its signature hereunder, Contractor 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.
- 3.2.10.5 <u>Equal Opportunity Employment</u>. Contractor 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.
- 3.2.10.6 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 <u>Water Quality</u>.

- (A) <u>Management and Compliance</u>. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the District's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.
- (B) <u>Liability for Non-Compliance</u>. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or District to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

(C) <u>Training</u>. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, District will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

- 3.2.11.1 <u>Time for Compliance</u>. Contractor shall not commence 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, Contractor 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.
- 3.2.11.2 <u>Minimum Requirements</u>. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. 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)* insurance appropriate to Contractor's profession. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.
- (B) <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 MINIMUM; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, 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:* \$1,000,000 MINIMUM; per 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 \$1,000,000 MINIMUM; per accident for bodily injury or disease; and (4) *Professional Liability:* \$1,000,000 per claim and aggregate (errors and

omissions). Defense costs shall be paid in addition to the limits. Contractor's excess or umbrella insurance may be used to meet the minimum insurance limits.

- (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Contractor or the District may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the District may suspend or terminate this Agreement.
- (D) <u>Additional Insured</u>. The Citrus Heights Water District, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.
- 3.2.11.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
- General Liability. The general liability policy shall include (A) or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the Citrus Heights Water District, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).
- (B) <u>Automobile Liability</u>. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

- (C) <u>Workers' Compensation and Employer's Liability</u> <u>Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the District; and (B) 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 officials, officers, employees, agents, and volunteers. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.
- (E) <u>Professional Liability (Errors and Omissions).</u> At all times during the performance of the work under this Agreement the Contractor shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. "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.
- 3.2.11.4 <u>Separation of Insureds; No Special Limitations; Waiver of Subrogation</u>. 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 officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- 3.2.11.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the District.
- 3.2.11.6 <u>Subcontractor Insurance Requirements</u>. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Contractor, the District may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the District shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.
- 3.2.11.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.
- 3.2.11.8 <u>Verification of Coverage</u>. Contractor 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.
- 3.2.11.9 <u>Reporting of Claims</u>. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 3.2.12 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its 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: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.
 - 3.2.13 Bonds. [Removed]
 - 3.2.14 [Removed]

3.3 Fees and Payments.

3.3.1 <u>Compensation</u>. Contractor 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 Contractor 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. Contractor shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. 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. Contractor 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 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.
- 3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.
- 3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).
- 3.3.6 <u>Registration</u>. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5

10

and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

- 3.4.1 Grounds for Termination. Either Party may terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least fifteen (15) business days before the effective date of such termination if notice is given by District, and at least sixty (60) calendar days before the effective date of such termination if notice is given by Contractor. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. In addition, either Party may terminate this Agreement for material breach of this Agreement at any time upon no less than ten (10) calendar days' notice to the other Party and opportunity to cure.
- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. 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 General Provisions.

3.5.1 <u>Delivery of Notices</u>. 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:

Contractor:

Attn: Brian Kirkegaard, or his designee West Coast Arborists, Inc. 355 Commerce Circle Sacramento, California 95815

District:

Attn: Paul Dietrich, Project Manager Citrus Heights Water District 6230 Sylvan Road Citrus Heights, California 95610 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.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against District or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse District and its 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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, for any claim alleged to have been caused by the negligent performance of the Contractor's services, the Contractor's shall have no immediate obligation to provide the defense of any indemnified party under its professional liability (errors and omissions) policy, but rather the Contractor shall reimburse indemnified parties reasonable defense costs ultimately determined to have been caused by the Contractor and proportionate to the degree of fault determined by an arbiter or court of competent jurisdiction.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Sacramento County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any

subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

- 3.5.4 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 <u>District's Right to Employ Other Contractors</u>. District reserves right to employ other Contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- 3.5.7 <u>Assignment or Transfer</u>. Contractor 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.
- 3.5.8 <u>Construction; References; Captions</u>. 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.
- 3.5.9 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 <u>Waiver</u>. 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.
- 3.5.11 <u>No Third Party Beneficiaries</u>. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 <u>Invalidity</u>: <u>Severability</u>. 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.

- 3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. 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 official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.14 <u>Cooperation; Further Acts</u>. 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.
- 3.5.15 <u>Attorneys' Fees and Costs</u>. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.
- 3.5.16 <u>Authority to Enter Agreement.</u> Contractor 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.
- 3.5.17 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.18 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.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITRUS HEIGHTS WATER DISTRICT AND WEST COAST ARBORISTS, INC.

IN WITNESS WHEREOF, the Par day of , 2021.	ties have entered into this Agreement as of the
, 2021.	
CITRUS HEIGHTS WATER DISTRICT	WEST COAST ARBORIST, INC.
By: Hilary M. Straus General Manager	By:Patrick Mahoney President
	Federal Tax ID No. 95-3250682 Business License Number: GEN-05155 (City of Citrus Heights, California) CA DIR Registration: 1000000956 CA Contractors License: 366764

EXHIBIT "A"

SCOPE OF SERVICES

Based on the District's needs and issuance of an approved Task Order (see Exhibit "B"), West Coast Arborists, Inc. will accomplish one or more of the following tasks in the performance of providing requested certified arborist and tree maintenance services including:

- 1. Tree Maintenance and Removal Services
 - Tree Pruning
 - Tree Trimming
 - Tree Removal
 - Stump Grinding
 - Emergency Response respond to tree related emergencies during inclement weather and/or major accidents/incidents
- 2. Tree Planting and Mitigation Services Provide tree planting, placement, and species identification to District staff
- 3. Consulting Services Provide arborist reports and observe construction as needed.

West Coast Arborists, Inc. shall comply with City ordinances governing trees and tree maintenance services, ANSI A300 Tree Management Standards and ISA Best Management Practices, and ANSI Z133 Tree Care Safety Standards. In addition, West Coast Arborists, Inc. shall maintain a California D-49 license.

EXHIBIT "B" SAMPLE TASK ORDER FORM

TASK ORDER

Task Order No (YEAR - ##)
Contract: Agreement for Support	t Services with Citrus Heights Water District
Contractor: West Coast Arborist, In	nc.
The Contractor is hereby authorized of the Contract identified above:	d to perform the following work subject to the provisions
List any attachments: (Please provid	le if any.)
Compensation Form:[INSERT HOU	RLY OR PROJECT BUDGET/NOT-TO-EXCEED (NTE)]
Reimbursements:[INSERT WHETI WILL BE PROVIDED]	HER MILEAGE AND OTHER REIMBURSEMENTS
Dollar Amount of Task Order: Not	to exceed \$00 (If NTE)
Completion Date:	_, 20
materials, except as may be otherwise	agrees that it will provide all labor, equipment, furnish all e noted above, and perform all services for the work above act identified above and will accept as full payment therefore
Citrus Heights Water District	Contractor
Dated:	Dated:
By:	By:

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE DISTRICT POLICY

UPDATES

STATUS : Discussion and Action Item

REPORT DATE : January 10, 2022

PREPARED BY : Brittney Moore, Senior Management Analyst

Joshua Nelson, Assistant General Counsel

Susan K. Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Consider approving updates to the Citrus Heights Water District's (CHWD or District) Policy 4831: Insurance Benefits for Retirees; Policy 7200: Establishing and Closing Customer Accounts; and Policy 7330: Disputed Water Consumption Charges.

BACKGROUND AND ANALYSIS:

At the District's October 20, 2021 Regular Board Meeting, The Board approved updates to the District's Human Resources Policies (4000 series) and Accounts Receivable Policies (7000 Series). Policy updates to incorporate best practice and legal updates are a part of the District's strategic plan objective to promote organizational effectiveness.

Policy No. 4102, regarding the calculation of cost of living adjustments, was recently amended to allow for the use an average of the Consumer Price Index for the first six months of the year to identify a cost of living adjustment (COLA), as a consistent calculation.

On December 15, 2021, District Human Resources Policy No. 4831, Insurance Benefits for Retirees, section 4831.50 District Participation was amended by a 3.2 percent change based on the Consumer Price Index Calculation referenced above. As a best practice, and to ensure that language in Policy 4831 is consistent with previous updates to Policy No. 4102, staff recommends the edits red-lined in the accompanying policy (Attachment 1).

Moreover while reviewing the 7000 series, it was determined that the District's current policy regarding billing and similar appeals may be unnecessarily restrictive. Currently, the policy only allows a customer to appeal a disputed charge. The policy does not allow a customer to appeal the application or imposition of a fee or charge or other decisions.

Expanding the appeal process to apply to other types of decisions that are highlighted in the accompanying proposed policy updates would help provide a way to resolve additional types of disputes short of litigation. In addition to expanding the scope, the proposed edits would clarify the procedures and process for the appeal. Importantly, the edits clarify that appeals are not intended to be a formal, "court-type" hearing, but an evaluative process to ensure District staff has all available information when making a decision. Customers still dissatisfied

with the decision could then seek litigation options if necessary. Proposed edits to District Policy No. 7270.04 Restriction – Non-Payment are displayed and District Policy No. 7330.50 Appeal of District Findings or Adjustment to Billing Statement are listed in accompanying attachments 2 and 3.

RECOMMENDATIONS:

- 1. Approve updates to the District's Policy 4831: Insurance Benefits for Retirees
- 2. Approve updates to the District's Policy 7200: Establishing and Closing Customer Accounts
- 3. Approve updates to the District's Policy 7330: Disputed Water Consumption Charges

ATTACHMENTS:

- 1. Red-lined Version of Policy 4831with New Edits
- 2. Red-lined Version of Policy 7200 with New Edits
- 3. Red-lined Version of Policy 7330 with New Edits

Moved by Director	, Seconded by Director	, Carried	

ATTACHMENT 1

Red-lined Version of Policy 4831 with New Edits

4831.00 INSURANCE BENEFITS FOR RETIREES

For employees hired prior to January 31, 2019 who have not opted into the District's health reimbursement account benefit program, the District will participate in the cost of health, dental and vision insurance coverage for retired employees and their qualified spouse, registered domestic partner, and dependents based upon length of employment with the District. Employees hired on or after January 31, 2019 will have the option of the District's health reimbursement account benefit, but no other retiree insurance benefits under this Policy.

4831.10 Length of Employment And Eligibility

For the purpose of calculating the length of employment to determine the District's participation in the cost of insurance benefits for retirees, total employment calculated/credited by PERS as years of service as an employee of Citrus Heights Water District shall be the basis and shall not include credit for years of service attributed to accrued sick leave or credit for purchased years of service time. Such employment shall be cumulative and need not be continuous. No credit will be provided for employment with the District in a Temporary capacity.

Employees must have been employed by the District for a minimum of twenty (20.00) years to qualify for benefits under this Policy and must enroll in Medicare/utilize Medicare as primary upon reaching Medicare eligibility. Employees retiring from the District with less than twenty (20.00) years of service do not qualify for benefits under this Policy.

4831.20 Application of Policy

This policy shall apply to employees retiring from the District following the date of its adoption, March 19, 1996.

Insurance benefits afforded to employees that retired prior to the adoption of this policy shall continue to be governed by the policies, terms, or conditions existing at the time of said prior retirements (see Policy 4830).

4831.30 Qualification of Spouse/Registered Domestic Partner/Dependents

The spouse, registered domestic partner and/or dependents of the employee as of the date of retirement from the District are eligible to participate in the benefits of this Policy. A spouse, registered domestic partner and/or dependents added after retirement are not eligible for participation. Qualified dependent children are eligible to participate up to the age limits as defined by state and/or federal health care regulations.

4831.40 <u>Selection of Benefits</u>

A retiree can choose either to obtain health, dental and vision insurance on their own for themselves and their qualified dependents or, at the time of retirement, the retiree and each dependent covered under the District's insurance plans, while the retiree was on active status, will be offered the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) option to continue health insurance coverage under the "qualifying event" provision as set forth in the law.

Retirees or their surviving dependents, as defined in Section 4831.30 of this policy, shall be eligible to receive reimbursement from the District in an amount not to exceed the maximum District financial participation shown in Section 4831.50 of this Policy.

Reimbursement shall be made only upon presentation of written proof of coverage and proof of payment in a form acceptable to the District. Written proof of coverage must be provided to the Human Resources Department at the beginning of each calendar year before any reimbursement will be issued for the remainder of that year.

4831.50 District Participation

The District's financial participation under this Policy is dependent upon the length of employment with the District as follows:

Length of Employment	Maximum Monthly District Participation
20.00 years	\$377.00
25.00 years	\$422.00
30.00 years	\$472.00

No credit, cash back refund, or other consideration will be provided for any unused portion of the maximum District participation.

The Maximum Monthly District Participation shall be amended as of and effective January 1 of each year by the percent change in the Consumer Price Index for All Urban West Consumers (CPI-U) averaged over the first six months during the latest twelvemonth reporting period (January to Junetypically October to October) unless otherwise determined by the Board of Directors. Said amendments shall be rounded up to the nearest whole dollar amount.

Unless otherwise directed by the Board of Directors, the monthly amount of reimbursement received by eligible retirees will be increased by any increase pursuant to the paragraph above, but will not be reduced by a decrease in the Maximum Monthly District Participation amount.

The District shall report contributions and make withholdings from contributions in accordance with applicable requirements of the Internal Revenue Service, the California State Franchise Tax Board and any and all other legal requirements. Retirees bear sole responsibility for the tax consequences of District contributions.

4831.85 Death of Retiree

In the event of a retiree's death, a surviving qualified spouse, registered domestic partner, and/or dependents may choose to continue to participate in the benefits of this Policy. A spouse that remarries or a registered domestic partner that enters into another domestic partnership or marries is no longer eligible for participation.

4831.86 <u>Death of Qualified Employee</u>

In the event of the death, prior to retirement, of a District employee who otherwise has met the length of employment requirements necessary to qualify for insurance benefits for retirees, the surviving spouse, registered domestic partner and/or dependents may choose to participate in the benefits under the terms of this Policy.

4831.90 <u>Amendments</u>

The District reserves the right to amend or discontinue this Policy at its sole discretion at any time.

ATTACHMENT 2

Red-lined Version of Policy 7200 with New Edits

ESTABLISHING AND CLOSING CUSTOMER ACCOUNTS

7200.10 Application for Customer Account

7200.11 Application for Service

The District shall require all new customer accounts to submit an application for service. The account application shall be required for all new accounts, regardless of whether the customer previously had an account at another service location within the District. The account application shall collect such information as deemed necessary by the District to establish and maintain the customer's account and to contact the customer in the event account payment and/or water service questions or notifications arise.

7200.12 <u>Application Fee</u>

The District will collect an Application Fee to offset the cost of establishing the new account, in an amount set forth in the District's Water Rates and Miscellaneous Charges and Fees. This Fee may be collected at the time of application or applied to the customer's first water service statement at the sole discretion of the Assessor/Collector or his or her designee.

7200.20 Approval of Application for Customer Account

Approval of account applications shall be at the sole discretion of the Assessor/Collector or his or her designee. Account applications shall not typically be denied unless the customer refuses to comply with the District's terms and conditions of water service.

7200.30 <u>Customer Account Deposits</u>

The District may collect account deposits from new customers to ensure payment for amounts owed. The collection, use and return of account deposits are addressed in DistrictPolicy No. 7120, Customer Account Deposits.

7200.40 Closing Customer Accounts

7200.41 Written Request for Closure of Account

A request for closure of account must be submitted for the District to close an account. The District shall prepare a final billing pursuant to this request. The request shall provide sufficient information to verify that it is the customer or authorized agent who is requesting closure of the account.

7200.42 Final Billing

The final bill for an account shall be calculated by prorating the usage charges and fixed charges for the amount of time in the billing period ending with the legal change of ownership date, once the subsequent meter read has been taken. The final water meter reading for the account shall be taken by the District within seven (7) business days of receipt of written request for closure of the account.

7200.43 Closure After All Balances Paid

The customer's account will be closed when all balances outstanding have been satisfied, unless otherwise determined by the Assessor/Collector or his or her designee.

7270.00

SERVICE TERMINATION / RE-ESTABLISHMENT PROCEDURES

7270.01 Termination – Customer Request

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

7270.02 Termination / Disconnection/ Restriction – District Discretion

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

- A. The customer, agent or tenant receiving water service from the District fails to comply with any Policy of the District.
- B. Water service is being furnished District without a proper application or a false or fraudulent application.
- C. There is evidence of unlawful tampering or interference with the District's facilities by the customer, agent or tenant.
- D. The District, the County Health Officer, City of Citrus Heights Code Enforcement Officer, or the California Department of Public Health finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District or a member of the public, including, without limitation, the absence, non-testing, or the malfunctioning of a required backflow prevention assembly.

E. The customer fails, after notice from the District, to remove an obstruction that prevents CHWD employees from unobstructed access to any easements, servicevalves, fire hydrants, appurtenances (including repair or construction upon), and reading a meter

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

7270.03 <u>Termination - Without Prior Notice</u>

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

7270.04 <u>Restriction - Non-Payment</u>

The following procedures shall govern restriction of a service line for default in the payment of any bills, charges, fees, or indebtedness to the District. Residential customersmay obtain additional information by calling 916-725-6873.

- A. AMORTIZATION PLANS: A residential customer may request an amortization plan. Overdue amounts may be amortized over a six month period, with payments made once per month. While undertaking an amortization plan, the customer must continue to make on-time payments on current bills; delinquency on either the amortization plan, or current bills of 60days or more will result in the cancellation of the amortization plan. A completed, signed, and notarized promissory note must be received by the District by 5:30 p.m. on the due date listed on the Notice of Intent to Terminate Water Service. This note must be presented in person, and will not be accepted by mail, facsimile or electronic means.
- B. <u>DISPUTEAPPEAL</u> OF CHARGES: The District will, on receipt of written or verbal request from the customer, make an investigation of any disputed bills, charges, fees, or indebtedness involved. If the District finds during the investigation that any error(s) were made by the District, the District shall correct the error(s) and remove any applicable penalties, charges, or fees that have accrued. Disputed charges must be paid in full. <u>Any District decision to this matter may be appealed as provided for in section 7330.50.</u> The District will not terminate water service for non-payment while a bill dispute is under investigation or during any appeal.
- C. Any customer that has had water service terminated, and restores or attempts to restore their own water service, by turning on the service valve, re- establishing a connection to their water service line that has been previously disconnected by the District, and/or connecting to an alternate source of District-furnished water, will be immediately disconnected and a lock placed on the service by the District to secure the service valve. A Disconnect / Reconnect Service Charge in an amount set forth in the District's Water Ratesand Miscellaneous Charges and Fees shall be immediately added to the amount due on the customer's account.

- D. The practice of one customer providing an alternate source of District-furnished water to another customer's residence (e.g., attaching a garden hose from one residence to another), when the customer receiving the water has had their water service terminated or restricted, constitutes theft of District water and shall not be permitted. Any customer found to be providing an alternate source of District-furnished water shall be informed, by a notice delivered to that customer's property that the practice is illegal and must be discontinued immediately. Failure to immediately discontinue the alternate water source after notice has been delivered by the District shall result in termination or restriction of service as set forth in this Policy, including any applicable charges and fees
- E. Any customer that tampers with a District water service with the intent to open a valve that has been closed by the District shall be responsible for all costs related to repairing or replacing the valve, water meter, water meter setter or related appurtenances or materials, as well as a Disconnect / Reconnect Service Charge in addition to any other fees and charges that may have been due prior to the occurrence. The District shall inform the customer, in writing, of the additional charges that are immediately due and payable on their account. The District shall also inform the customer that tampering withany part of the District water system is a misdemeanor offense, and that the District may elect to pursue prosecution or other legal action against the customer for tampering or interference with the District water system.

7270.05 <u>Disconnection / Reconnection Charges</u>

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

7270.07 <u>Termination / Disconnection – Fire Sprinkler Accounts</u>

In the event of a scheduled termination, disconnection or restriction of water service to a dedicated fire sprinkler service account, advance notice shall be delivered to the appropriate fire protection authority at least seven (7) business days prior to the scheduled date of termination.

7270.08 Re-establishment of Service

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

ATTACHMENT 3

Red-lined Version of Policy 7330 with New Edits

A disputed water consumption charge exists when a customer asserts that a water charge is eitherin error or that they should not be made to pay the charge.

7330.10 Submittal of Disputes on Water Consumption Charges

A customer dispute of water consumption charges shall be made in writing to the District within forty-five (45) days of the date of the bill. The dispute must clearly state the reasons why the customer believes the consumption charges are inaccurate or that they should not be responsible for paying the charges.

7330.15 Investigation of Disputed Billing Statement

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

7330.20 Request for Adjustment due to Leak

In order for the District to consider a billing adjustment for excessive water consumption

by the customer due to a leak on the customer's private lines, the customer must submit a request for an adjustment including the nature of the leak, date discovered, and proof of correction of the leak within forty-five (45) days of the due date of the bill. For a billing adjustment due to a leak to be approved, the District shall make the following findings:

- A. The excessive use of water was due to circumstances that could not be foreseen or easily prevented by the customer.
- B. After receipt of a billing statement showing excessive consumption of water, the customer took prompt and reasonable action to ascertain the cause of the excessive consumption and to correct it.
- C. The customer repaired all known or apparent water leaks beyond the point of delivery by the District within sixty (60) days of discovering the leak.

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

7330.30 Determination of Water Quantities for Adjustments to Billing Statements

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

7330.40 Adjustments to Billing Statements

Adjustments to billing statements will be made in the form of a credit to the customer's account and will appear on the next billing statement. Adjustments shall be made for a maximum of a two (2) month period of excessive water consumption. In the event that the District notifies the customer of the excessive water consumption, no adjustments shall be made for excessive consumption beyond sixty (60) days from the date of notification by the District. No adjustment shall be made for an amount less than ten dollars (\$10.00). Not more than one adjustment shall be made to a customer account in any twenty-four (24)month period.

7330.50 Appeal of District Decision Findings or Adjustment to Billing Statement

Should a customer dispute the District's imposition or application of a fee or charge, findings or adjustments made to the customers billing statement, or any other subject matter to these policies if any, the customer may appeal the decision findings or adjustment to the General Manager. Appeals shall be submitted in writing as set forth in Section 7330.10 of this Policy. The appeal must be filed a minimum of five business days in advance of any penalty, and not more than 60 days after the customer has been notified of the District's findings or adjustments and should include any documentary evidence supporting the customer's position. The General Manager's decisions on appeals are final and must be provided at least 60 days after filing unless otherwise agreed to by the customer. The General Manager may conduct a meeting with the customer as part of the appeal but is not required to do so. Appeals are intended to be an evaluative process to ensure accurate decision-making and not an adversarial proceeding.

7330.60 Payment of Disputed Charges

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

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : BRANDING UPDATE STATUS : Presentation Item REPORT DATE : January 11, 2022

PREPARED BY : Lea Park-Kim, Communications and Public Engagement Manager

OBJECTIVE:

Review the market research data and provide an overview of the District's communications and public engagement

BACKGROUND AND ANALYSIS:

In 2018, staff conducted market research as a part of the Project 2030 planning process. The research showed that more than half of the customers who participated in the survey did not know CHWD was an independent special district. At the June 6, 2019 Strategic Planning Session, the Board and staff decided to evaluate the District's brand and how to help customers better identify the District as an independent special district.

CHWD conducted another market research in July 2021, and the data showed more people were aware of CHWD due to years of rigorous public education campaign. Both the knowledge and positive opinion of the District increased significantly from 2019 to 2021. The data also showed a reduction of those who said they did not know the District was an independent special district. Staff analyzed the market research data to determine if rebranding CHWD would be beneficial to increase the visibility of the District and the services it provides to its customers and community.

At the January 19, 2022 Board Meeting, Communications and Public Engagement Manager, Lea Park-Kim, and Sagent will provide a presentation on the brand audit process, recommendations from the audit process and seek Board input and direction.

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 REGULAR MEETING

SUBJECT : 2021 STRATEGIC PLAN UPDATE AND 2022 STRATEGIC PLAN PREVIEW

STATUS : Discussion Item REPORT DATE : January 4, 2022

PREPARED BY : Brittney Moore, Senior Management Analyst

Susan Talwar, Director of Finance and Administrative Services

OBJECTIVE:

Staff will provide an update to the 2021 Strategic Plan and a preview of the 2022 Strategic Plan.

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 REGULAR MEETING

SUBJECT : REVIEW AND CONSIDERATION TO ADOPT RESOLUTION NO. 01-2022

ADOPTING THE 2021 SACRAMENTO COUNTY LOCAL HAZARD

MITIGATION PLAN UPDATE

STATUS : Action Item REPORT DATE : January 3, 2022

PREPARED BY : Rebecca Scott, Director of Operations

OBJECTIVE:

Consider adoption of Resolution No. 01-2022 adopting the 2021 Sacramento County Local Hazard Mitigation Plan Update.

BACKGROUND AND ANALYSIS:

The federal Disaster Management Act of 2000 requires every local, county and state government to have an approved Hazard Mitigation Plan (HMP) in order to be eligible for pre- and post-disaster grants and funding. This includes, but is not limited to, the post disaster Hazard Mitigation Grant Program and Building Resilient Infrastructure and Communities (BRIC) pre-disaster grant funding. These grant opportunities are administered through the California Office of Emergency Services as the grant applicant to the Federal Emergency Management Agency (FEMA). The BRIC funding is typically offered annually, and the post disaster Hazard Mitigation Grant funding is available upon declaration of a disaster in the State. The process for the abovementioned funding opportunities typically takes 12 to 18 months from application submittal to a notice of funding award.

Sacramento County recently partnered with several cities and special districts, including the Citrus Heights Water District (CHWD), to update its countywide 2016 Local Hazard Mitigation Plan (LHMP). CHWD was able to participate in the process and have a jurisdictional annex attached to the County's plan. This allows the District to be eligible for disaster grants and funding. Flood, drought, earthquake, and severe weather are just a few of the hazards to Sacramento communities. CHWD's Annex (Attachment 1) lists risks such as drought & water shortage and earthquakes as potential hazards that could affect the District's infrastructure or services. Potential mitigation actions for these hazards include the implementation of Aquifer Storage and Recovery technology, construction of a water storage tank and construction of a new Operations building.

The County's updated LHMP (available at <u>stormready.org</u>), has received tentative approval from FEMA. To complete the LHMP Update final approval process, each participating jurisdiction must have its governing boards adopt the final plan tentatively approved by FEMA. Therefore, staff recommends that the Board adopt the 2021 Sacramento County Local Hazard Mitigation Plan Update, which includes the CHWD Annex.

RECOMMENDATION:

1. Adopt Resolution No. 01-2022 Adopting the 2021 Sacramento County Local Hazard Mitigation Plan Update.

Sacramento County Local Hazard Mitigation Plan
January 19, 2022 Board Meeting
Page 2

Agenda Item B-1

ATTACHMENTS:

- 1. CHWD Annex from the 2021 Sacramento County Local Hazard Mitigation Plan Update
- 2. Resolution No. 01-2022 Adopting the 2021 Sacramento County Local Hazard Mitigation Plan Update

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

ATTACHMENT 1

CHWD Annex from the 2021 Sacramento County Local Hazard Mitigation Plan Update



Annex H Citrus Heights Water District

H.1 Introduction

This Annex details the hazard mitigation planning elements specific to CHWD (CHWD or District), a new participating jurisdiction to the 2021 Sacramento County Local Hazard Mitigation Plan (LHMP) Update. This Annex is not intended to be a standalone document, but appends to and supplements the information contained in the Base Plan document. As such, all sections of the Base Plan, including the planning process and other procedural requirements apply to and were met by the District. This Annex provides additional information specific to CHWD, with a focus on providing additional details on the risk assessment and mitigation strategy for this District.

H.2 Planning Process

As described above, the District followed the planning process detailed in Chapter 3 of the Base Plan. In addition to providing representation on the Sacramento County Hazard Mitigation Planning Committee (HMPC), the District formulated their own internal planning team to support the broader planning process requirements. Internal planning participants, their positions, and how they participated in the planning process are shown in Table H-1. Additional details on plan participation and District representatives are included in Appendix A.

Table H-1 CHWD - Planning Team

Name	Position/Title	How Participated
Rebecca Scott	Director of Operations	Attended meetings. Assisted with Plan development
Brian Hensley	Water Resources Supervisor	Assisted with Plan development
Kelly Drake	Senior Water Efficiency Specialist	Assisted with Plan development

H.3 District Profile

The District profile for the CHWD is detailed in the following sections. Figure H-1 displays a map and the location of the District within Sacramento County.



PLACER **LEGEND** Highways Interstates Local Roads Railroads Rivers Lakes Citrus Heights WE Cities Counties Citrus Heights SACRAMENTO COUNTY INSET SACRAMENTO SACRAMENTO FOSTER MORRISON

Figure H-1 CHWD

Data Source: Citrus Heights Water District, Sacramento County GIS, Cal-Atlas; Map Date: 09/2020.

H.3.1. Overview and Background

The Citrus Heights Water District is an Irrigation District, founded in 1920, operating under the State of California Water Code. CHWD provides drinking water to an estimated service area population of 67,000 customers via approximately 19,600 water service connections in Sacramento and Placer Counties, including about 60% of the area within the boundaries of the City of Citrus Heights. The District constructs and maintains water facilities and supplies domestic water in an area of approximately 12.8 square miles, including a system of approximately 250 miles of underground pipes, approximately 2,200 fire hydrants and valves, and nearly 20,000 water service connections. The District has 22 interconnections with neighboring water agencies to provide water in the event water from Folsom Lake or its wells are unable to provide adequate water supply.

H.4 Hazard Identification

CHWD identified the hazards that affect the District and summarized their location, extent, frequency of occurrence, potential magnitude, and significance specific to District (see Table H-2).

Table H-2 CHWD—Hazard Identification Assessment

Hazard	Geographic Extent	Likelihood of Future Occurrences	Magnitude/ Severity	Significance	Climate Change Influence
Climate Change	Extensive	Likely	Limited	Medium	-
Dam Failure	Significant	Unlikely	Catastrophic	Medium	Medium
Drought & Water Shortage	Extensive	Likely	Limited	High	High
Earthquake	Extensive	Occasional	Limited	Medium	Low
Earthquake Liquefaction	Limited	Occasional	Limited	Low	Low
Floods: 1%/0.2% annual chance	Significant	Likely	Negligible	Low	Medium
Floods: Localized Stormwater	Extensive	Highly Likely	Negligible	Low	Medium
Landslides, Mudslides, and Debris Flow	Limited	Occasional	Negligible	Low	Medium
Levee Failure	Extensive	Occasional	Negligible	Low	Medium
Pandemic	Extensive	Likely	Limited	Low	Medium
Severe Weather: Extreme Cold and Freeze	Extensive	Occasional	Limited	Medium	Medium
Severe Weather: Extreme Heat	Extensive	Highly Likely	Negligible	Low	High
Severe Weather: Heavy Rains and Storms	Extensive	Highly Likely	Negligible	Low	Medium
Severe Weather: Wind and Tornado	Extensive	Highly Likely	Negligible	Low	Low
Subsidence	Significant	Unlikely	Negligible	Low	Medium
Volcano	Extensive	Unlikely	Negligible	Low	Low
Wildfire	Significant	Unlikely	Negligible	Low	High

Geographic Extent

Limited: Less than 10% of planning area Significant: 10-50% of planning area Extensive: 50-100% of planning area

Likelihood of Future Occurrences

Highly Likely: Near 100% chance of occurrence in next year, or happens every year.

Likely: Between 10 and 100% chance of occurrence in next year, or has a recurrence interval of 10 years or less.

Occasional: Between 1 and 10% chance of occurrence in the next year, or has a recurrence interval of 11 to 100 years. Unlikely: Less than 1% chance of occurrence in next 100 years, or has a recurrence interval of greater than every 100 years.

Magnitude/Severity

Catastrophic—More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths Critical—25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability

Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability

Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid

Significance

Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact

Climate Change Influence

Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact

H.5 Hazard Profile and Vulnerability Assessment

The intent of this section is to profile the District's hazards and assess the District's vulnerability separate from that of the Sacramento County Planning Area as a whole, which has already been assessed in Section 4.3 Hazard Profiles and Vulnerability Assessment in the Base Plan. The hazard profiles in the Base Plan discuss overall impacts to the Sacramento County Planning Area and describes the hazard problem description, hazard location and extent, magnitude/severity, previous occurrences of hazard events and the likelihood of future occurrences. Hazard profile information specific to the District is included in this Annex. This vulnerability assessment analyzes the property and other assets at risk to hazards ranked of medium or high significance specific to the District. For more information about how hazards affect the County as a whole, see Chapter 4 Risk Assessment in the Base Plan.

H.5.1. Hazard Profiles

Each hazard vulnerability assessment in Section H.5.3, includes a hazard profile/problem description as to how each medium or high significant hazard (as shown in Table H-2) affects the District and includes information on past hazard occurrences and the likelihood of future hazard occurrence. The intent of this section is to provide jurisdictional specific information on hazards and further describes how the hazards and risks differ across the Sacramento County Planning Area.

H.5.2. Vulnerability Assessment and Assets at Risk

This section identifies the District's total assets at risk, including values at risk, populations at risk, critical facilities and infrastructure, natural resources, and historic and cultural resources. Growth and development trends are also presented for the District. This data is not hazard specific, but is representative of total assets at risk within the District.

Assets at Risk and Critical Facilities

This section considers the CHWD's assets at risk, with a focus on key District assets such as critical facilities, infrastructure, and other District assets and their values. With respect to District assets, the majority of these assets are considered critical facilities as defined for this Plan. Critical facilities are defined for this Plan as:

Any facility, including without limitation, a structure, infrastructure, property, equipment or service, that if adversely affected during a hazard event may result in severe consequences to public health and safety or interrupt essential services and operations for the community at any time before, during and after the hazard event.

A critical facility is classified by the following categories: (1) Essential Services Facilities, (2) At-risk Populations Facilities, (3) Hazardous Materials and Solid Waste Facilities.

Table H-3 lists critical facilities and other District assets identified by the District Planning Team as important to protect in the event of a disaster. CHWD's physical assets, valued at over \$6.3 million, consist of the buildings and infrastructure to support the District's operations.

Table H-3 CHWD Critical Facilities, Infrastructure, and Other District Assets

Name of Asset	Facility Type	Replacement Value	Which Hazards Pose Risk
Corporation Yard	Land & Buildings	\$4,300,000	Earthquake
Well Sites	Wells & Buildings	\$2,000,000	Earthquake
Total		\$6,300,000	

Source: CHWD

Natural Resources

CHWD has a variety of natural resources of value to the District. These natural resources parallels that of Citrus Heights as a whole. Information can be found in the City of Citrus Heights Annex to this Plan Update.

Historic and Cultural Resources

CHWD has a variety of historic and cultural resources of value to the District. These historic and cultural resources parallels that of Sacramento County as a whole Information can be found in the City of Citrus Heights Annex to this Plan Update.

Growth and Development Trends

General growth in the District parallels that of the City of Citrus Heights as a whole. Information can be found in Section 4.3.1 of the Base Plan. Information can be found in the City of Citrus Heights Annex to this Plan Update.

Future Development

The District has no control over future development in areas the District services. Future development in these areas parallels that of the Citrus Heights. Though development is not controlled by CHWD, the District does plan for future water uses. New connections are added by the District as new development occurs. The 2015 CHWD Urban Water Management Plan noted CHWD plans to construct an additional three wells over the next seven years to provide additional dry-year supplies. The District plans to maintain groundwater supply equivalent of 5,000 AFY from its well system. However, groundwater production could increase up to the full well capacities in successive dry year scenarios. Well site availability could impact the number of wells constructed or the construction implementation schedule. The District continues to monitor its service area for potential well sites and obtains the land as available. The District is currently evaluating its needs for new wells in the future as it completes a new UWMP (in draft state as of April 2021) which will update the number or timing of new wells as appropriate. Future supply projects are summarized in Table H-4.

Table H-4 CHWD – Expected Future Water Supply Projects and Programs

Name of Future Projects or Programs	Joint Project with other suppliers?	Description	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply
Well #7	No		2023	All Year Types	
Well #8	No			All Year Types	
Well #9	No			All Year Types	
Well #12	No			All Year Types	

Source: 2021 Draft CHWD Urban Water Management Plan

Projected supply needs are summarized in Table H-5. As the San Juan Water District (SJWD) provides CHWD sufficient supply to meet its needs, SJWD supply is set equal to projected demands minus groundwater usage. Groundwater usage from "maintenance" pumping during normal years is assumed to be an average 900 acre-feet per year.

Table H-5 CHWD - Projected Water Supplies

Water Supply	Additional Description	2025	2030	2035	2040	2045
Purchased or Imported Water	SJWD	10,949	11,273	11,537	12,006	12,455
Groundwater (not desalinated)	CHWD	900	900	900	900	900
Total	_	11,849	12,173	12,437	12,906	13,355

Source: 2021 Draft CHWD Urban Water Management Plan

H.5.3. Vulnerability to Specific Hazards

This section provides the vulnerability assessment, including any quantifiable loss estimates, for those hazards identified above in Table H-2 as high or medium significance hazards. Impacts of past events and vulnerability of the District to specific hazards are further discussed below (see Section 4.1 Hazard Identification in the Base Plan for more detailed information about these hazards and their impacts on the Sacramento County Planning Area). Methodologies for evaluating vulnerabilities and calculating loss estimates are the same as those described in Section 4.3 of the Base Plan.

An estimate of the vulnerability of the District to each identified priority hazard, in addition to the estimate of likelihood of future occurrence, is provided in each of the hazard-specific sections that follow. Vulnerability is measured in general, qualitative terms and is a summary of the potential impact based on past occurrences, spatial extent, and damage and casualty potential. It is categorized into the following classifications:

Extremely Low—The occurrence and potential cost of damage to life and property is very minimal to nonexistent.

- **Low**—Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal.
- ➤ **Medium**—Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- ➤ **High**—Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past.
- **Extremely High**—Very widespread with catastrophic impact.

Depending on the hazard and availability of data for analysis, this hazard specific vulnerability assessment also includes information on values at risk, critical facilities and infrastructure, populations at risk, and future development.

Power Outage/Power Failure

An impact of almost all hazards below relates to power outage and/or power failures. The US power grid crisscrosses the country, bringing electricity to homes, offices, factories, warehouses, farms, traffic lights and even campgrounds. According to statistics gathered by the Department of Energy, major blackouts are on the upswing. Incredibly, over the past two decades, blackouts impacting at least 50,000 customers have increased 124 percent. The electric power industry does not have a universal agreement for classifying disruptions. Nevertheless, it is important to recognize that different types of outages are possible so that plans may be made to handle them effectively. In addition to blackouts, brownouts can occur. A brownout is an intentional or unintentional drop in voltage in an electrical power supply system. Intentional brownouts are used for load reduction in an emergency. Electric power disruptions can be generally grouped into two categories: intentional and unintentional. More information on types of power disruptions can be found in Section 4.3.2 of the Base Plan.

Public Safety Power Shutoff (PSPS)

A new intentional disruption type of power outage/failure event has recently occurred in California. In recent years, several wildfires have started as a result of downed power lines or electrical equipment. This was the case for the Camp Fire in 2018. As a result, California's three largest energy companies (including PG&E), at the direction of the California Public Utilities Commission (CPUC), are coordinating to prepare all Californians for the threat of wildfires and power outages during times of extreme weather. To help protect customers and communities during extreme weather events, electric power may be shut off for public safety in an effort to prevent a wildfire. This is called a PSPS. More information on PSPS criteria can be found in Section 4.3.2 of the Base Plan. The District has not seen any of these events. The District noted it has sufficient backup power to mitigate against any power outages in the future.

Climate Change

Likelihood of Future Occurrence—Likely **Vulnerability**—Medium

Hazard Profile and Problem Description

Climate change adaptation is a key priority of the State of California. The 2018 State of California Multi-Hazard Mitigation Plan stated that climate change is already affecting California. Sea levels have risen by as much as seven inches along the California coast over the last century, increasing erosion and pressure on the state's infrastructure, water supplies, and natural resources. The State has also seen increased average temperatures, more extreme hot days, fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow, and earlier runoff of both snowmelt and rainwater in the year. In addition to changes in average temperatures, sea level, and precipitation patterns, the intensity of extreme weather events is also changing.

Location and Extent

Climate change is a global phenomenon. It is expected to affect the whole of the District, Sacramento County, and State of California. There is no scale to measure the extent of climate change. Climate change exacerbates other hazards, such as drought, extreme heat, flooding, wildfire, and others. The speed of onset of climate change is very slow. The duration of climate change is not yet known, but is feared to be tens to hundreds of years.

Past Occurrences

Climate change has never been directly linked to any declared disasters. While the District noted that climate change is of concern, no specific impacts of climate change could be recalled. The District and HMPC members did, however, note that in Sacramento County, the strength of storms does seem to be increasing and the temperatures seem to be getting hotter.

Vulnerability to and Impacts from Climate Change

The 2014 California Adaptation Planning Guide (APG), prepared by California OES and CNRA was developed to provide guidance and support for local governments and regional collaboratives to address the unavoidable consequences of climate change. California's APG: Understanding Regional Characteristics has divided California into 11 different regions based on political boundaries, projected climate impacts, existing environmental setting, socioeconomic factors and regional designations. Sacramento County falls within the North Sierra Region characterized as a sparsely settled mountainous region where the region's economy is primarily tourism-based. The region is rich in natural resources, biodiversity, and is the source for the majority of water used by the state. This information can be used to guide climate adaptation planning in the District and Sacramento County Planning Area.

The California APG: Understanding Regional Characteristics identified the following impacts specific to the North Sierra region in which the Sacramento County Planning Area is part of:

- > Temperature increases
- Decreased precipitation
- Reduced snowpack
- Reduced tourism
- Ecosystem change
- Sensitive species stress
- Increased wildfire

CHWD participated in the American River Basin Study as a member of the RWA The American River Basin (Basin) region conducted a climate change study in partnership with local water purveyors and the United States Bureau of Reclamation (USBR). The purpose of the American River Basin Study (ARBS or Study) was to develop data tools and analyses, identify supply-demand imbalances, and climate change adaptation strategies specific to the Basin. Under the "new normal" of a changing climate, the ARBS aims to improve the resolution of regional climate change data and to develop regionally-specific mitigation and adaptation strategies. These are not yet published as of June 2021.

Assets at Risk

The District noted that its facilities will most likely not be at risk from climate change.

Dam Failure

Likelihood of Future Occurrence—Unlikely **Vulnerability**—Medium

Hazard Profile and Problem Description

Dams are manmade structures built for a variety of uses including flood protection, power generation, agriculture, water supply, and recreation. When dams are constructed for flood protection, they are usually engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any one year. If prolonged periods of rainfall and flooding occur that exceed the design requirements, that structure may be overtopped or fail. Overtopping is the primary cause of earthen dam failure in the United States.

Location and Extent

Dam failure is a natural disaster from two perspectives. First, the inundation from released waters resulting from dam failure is related to naturally occurring floodwaters. Second, a total dam failure would most probably happen as a consequence of the natural disaster triggering the event, such as an earthquake. There is no scale with which to measure dam failure. However, Cal DWR Division of Safety of Dams (DOSD) assigns hazard ratings to dams within the State that provides information on the potential impact should a dam fail. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. Dams are classified in four categories that identify the potential hazard to life and property: Low, Significant, High, and Extremely High. These were discussed in more detail in Section 4.3.7 of the Base Plan.

While a dam may fill slowly with runoff from winter storms, a dam break has a very quick speed of onset. The duration of dam failure is generally not long – only as long as it takes to empty the reservoir of water the dam held back. The District would be affected for as long as the flood waters from the dam failure took to drain downstream.

Dams inside the County that can affect the District can be seen on Figure H-2. This includes inundation from a Folsom Dam failure event, which with the most recent improvements of the Folsom Dam, is more unlikely to occur. The District is not affected by dams from outside the County. The District is also not affected by the Folsom Dam 235,000 cfs scenario discussed in Section 4.3.7 of the Base Plan, which is considered the likely Folsom Dam scenario since improvements on the Dam have been completed.

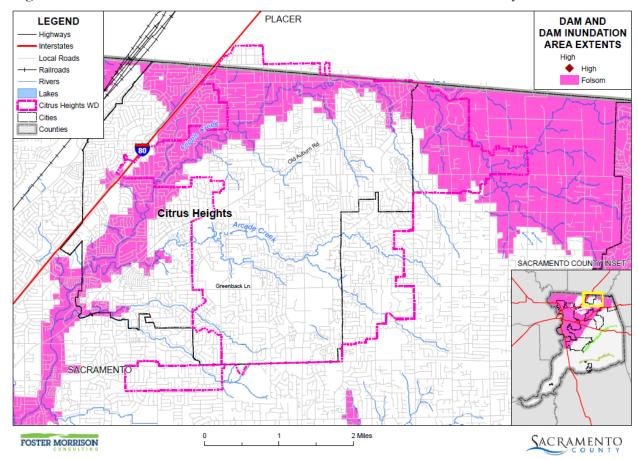


Figure H-2 CHWD – Dam Inundation Areas from Dams Inside the County

Data Source: County-provided dam inundation data (FOLSOM_DAM_INUNDATION_AREA.shp 2016),
DWR DSOD Data 2020 and Cal OES Dam Status 10/2017, Sacramento County GIS, Cal-Atlas; Map Date: 2/2021.

Past Occurrences

There has been no federal or state disaster declarations for dam failure in the County. The District noted no other dam failure occurrences that have affected the District.

Vulnerability to and Impacts from Dam Failure

Dam failure flooding would vary by community depending on which dam fails and the nature and extent of the dam failure and associated flooding. Impacts to the District from a dam failure flood could include loss of life and injury, flooding and damage to property and structures, damage to critical facilities and infrastructure, loss of natural resources, and all other flood related impacts. Additionally, mass evacuations and associated economic losses can also be significant. The District noted that flooding has a small chance of affecting the City of Citrus Heights, but not CHWD.

Assets at Risk

No District assets from Table H-3 are at direct risk from this hazard.

Drought & Water Shortage

Likelihood of Future Occurrence—Likely **Vulnerability**—High

Hazard Profile and Problem Description

Drought is a complex issue involving many factors—it occurs when a normal amount of precipitation and snow is not available to satisfy an area's usual water-consuming activities. Drought can often be defined regionally based on its effects. Drought is different than many of the other natural hazards in that it is not a distinct event and usually has a slow onset. Drought can severely impact a region both physically and economically. Drought affects different sectors in different ways and with varying intensities. Adequate water is the most critical issue and is critical for agriculture, manufacturing, tourism, recreation, and commercial and domestic use. As the population in the area continues to grow, so will the demand for water.

Location and Extent

Drought and water shortage are regional phenomenon. The whole of the County, as well as the whole of the District, is at risk. The US Drought Monitor categorizes drought conditions with the following scale:

- None
- ➤ D0 Abnormally dry
- ➤ D1 Moderate Drought
- ➤ D2 Severe Drought
- ➤ D3 Extreme drought
- ➤ D4 Exceptional drought

Drought has a slow speed of onset and a variable duration. Drought can last for a short period of time, which does not usually affect water shortages and for longer periods. Should a drought last for a long period of time, water shortage becomes a larger issue. Current drought conditions in the District and the County are shown in Section 4.3.8 of the Base Plan.

Past Occurrences

There has been two state and one federal disaster declaration due to drought since 1950. This can be seen in Table H-6.

Table H-6 Sacramento County – State and Federal Disaster Declarations Summary 1950-2020

Disaster Type	State Declarations		Federal Declarations		
	Count	Years	Count	Years	
Drought	2	2008, 2014	1	1977	

Source: Cal OES, FEMA

Since drought is a regional phenomenon, past occurrences of drought for the District are the same as those for the County and includes 5 multi-year droughts over an 85-year period. Details on past drought occurrences can be found in Section 4.3.8 of the Base Plan.

Vulnerability to and Impacts from Drought and Water Shortage

Based on historical information, the occurrence of drought in California, including the District, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts can be extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on impacts to individual water users. Drought impacts are wide-reaching and may be economic, environmental, and/or societal. Tracking drought impacts can be difficult.

According to the CHWD website, CHWD's main source of surface water is Folsom Lake. The US Bureau of Reclamation controls the Folsom Lake water supply. The water is treated by the San Juan Water District (SJWD) and provided to CHWD and other water agencies. Groundwater from CHWD's six wells is used to supplement the Folsom Lake surface water supply for customers. Even with these water sources, it is important to conserve water as the ever-increasing need for water in CHWD.s region and throughout California will continue to place demands on both surface and groundwater supplies. Water use efficiency and conservation are keys to meeting future demands. Total annual water consumption by CHWD customers peaked in 1999 at 23,000 acre-feet. Since then, it has ranged from a high of about 21,100 acre-feet to a low of about 9,970 acre-feet.

The 2021 Draft Urban Water Management Plan for CHWD noted that CHWD maintains two connections with SJWD to receive its water supply, one on the CHWD 42-inch transmission main and three on the SJWD 72-inch Cooperative Transmission Pipeline (CTP). Barring failure of these connections, there are no physical constraints to obtaining the required SJWD supply. The SJWD UWMP addresses any restraints within SJWD's facilities to diverting, treating, and delivering the necessary supplies to CHWD.

The 2021 Draft Urban Water Management Plan for CHWD noted SJWD's water supplies are subject to legal constraints through the Central Valley Project (CVP) and State Board cutbacks and use restrictions as described in the 2020 SJWD Urban Water Management Plan. Total supply availability is also influenced by the Water Forum Agreement (WFA). Both CHWD and SJWD are signatories of the WFA. The WFA stipulates that SJWD supply can be cut back to a minimum of 54,200 AFY, however, it is not a legal

mandate such as the CVP and State Board restrictions. The quality of water from Folsom Reservoir is considered good as the drainage basin is mostly alpine-based snowpack at the higher elevations and forest at the lower elevations with little to no urbanization. There are no water quality impacts expected that would reduce the supply.

CHWD's groundwater supplies are subject to factors that could impact reliability. Groundwater basin issues could impact CHWD's groundwater supply. If the wells begin to produce contaminated groundwater, the supply could either be eliminated, reduced or treated. The basin elevation levels have historical decreased, and only recently stabilized or even increased in some locations. If the groundwater levels decrease further, CHWD well capacities could be impacted or even eliminated. However, the SGA has a groundwater accounting framework implemented by the region's water agencies to mitigate and improve the groundwater basin conditions. It is assumed the only issue that could impact supply availability is groundwater contamination. Should this occur, CHWD will evaluate pump-and-treat alternatives versus drilling new wells.

Climate change may create additional impacts to drought and water shortage in the County and the District. During periods of drought, vegetation can dry out which increases fire risk. Drought that occurs during periods of extreme heat and high winds can cause Public Safety Power Shutoff (PSPS) events to be declared in the County. More information on power outage and failure can be found in the discussion at the beginning of Section H.5.3, as well as in Section 4.3.3 of the Base Plan.

Assets at Risk

No District assets from Table H-3 are at direct risk from this hazard.

Earthquake

Likelihood of Future Occurrence—Occasional **Vulnerability**—Medium

Hazard Profile and Problem Description

An earthquake is caused by a sudden slip on a fault. Stresses in the earth's outer layer push the sides of the fault together. Stress builds up, and the rocks slip suddenly, releasing energy in waves that travel through the earth's crust and cause the shaking that is felt during an earthquake. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks, such as water, power, gas, communication, and transportation. Earthquakes may also cause collateral emergencies including dam and levee failures, seiches, hazmat incidents, fires, avalanches, and landslides. The degree of damage depends on many interrelated factors. Among these are: the magnitude, focal depth, distance from the causative fault, source mechanism, duration of shaking, high rock accelerations, type of surface deposits or bedrock, degree of consolidation of surface deposits, presence of high groundwater, topography, and the design, type, and quality of building construction.

Location and Extent

The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake's magnitude is expressed in whole numbers and decimals (e.g., 6.8). Seismologists have developed several magnitude scales, as discussed in Section 4.3.9 of the Base Plan. Geological literature indicates that no major active faults transect the County; however, there are several subsurface faults in the Delta. The Midland fault, buried under alluvium, extends north of Bethel Island in the Delta to the east of Lake Berryessa and is considered inactive but possibly capable of generating a near 7.0 (Richter Scale) earthquake. This magnitude figure is speculative based on an 1895 earthquake measuring 6.9 on the Richter Scale with an epicenter possibly in the Midland Fault vicinity. However, oil and gas companies exploring the area's energy potential have identified several subsurface faults, none of which show any recent surface rupture. A second, presumably inactive, fault is in the vicinity of Citrus Heights near Antelope Road. This fault's only exposure is along a railroad cut where offsetting geologic beds can be seen. Neither the lateral extent of the trace, the magnitude of the offset, nor the age of faulting has been determined. To the east, the Bear Mountain fault zone trends northwest-southeast through Amador and El Dorado Counties. Geologists believe this series of faults has not been active in historic time.

Another measure of earthquake severity is intensity. Intensity is an expression of the amount of shaking at any given location on the ground surface. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. The District is located in an area where few earthquakes of significant magnitude occur, so both magnitude and intensity of earthquakes are expected to remain low. Seismic shaking maps for the area show Sacramento County and the District fall within a low to moderate shake risk, with most of the moderate risk in the Delta area of the County.

Past Occurrences

There have been no past federal or state disaster declarations from this hazard. The District noted no past occurrences of earthquakes or that affected the District in any meaningful way.

Vulnerability to and Impacts from Earthquake

The combination of plate tectonics and associated California coastal mountain range building geology generates earthquake as a result of the periodic release of tectonic stresses. Sacramento County lies in the center of the North American and Pacific tectonic plate activity. There have been earthquakes as a result of this activity in the historic past, and there will continue to be earthquakes in the future of the California north coastal mountain region.

Fault ruptures itself contributes very little to damage unless the structure or system element crosses the active fault; however, liquefaction can occur further from the source of the earthquake. In general, newer construction is more earthquake resistant than older construction due to enforcement of improved building codes. Manufactured buildings can be very susceptible to damage because their foundation systems are rarely braced for earthquake motions. Locally generated earthquake motions and associated liquefaction, even from very moderate events, tend to be more damaging to smaller buildings, especially those

constructed of unreinforced masonry (URM) and soft story buildings. The District noted no URM or soft story buildings owned by the District.

The Uniform Building Code (UBC) identifies four seismic zones in the United States. The zones are numbered one through four, with Zone 4 representing the highest level of seismic hazard. The UBC establishes more stringent construction standards for areas within Zones 3 and 4. All of California lies within either Zone 3 or Zone 4. The CHWD is within the less hazardous Zone 3.

Impacts from earthquake in the District will vary depending on the fault that the earthquake occurs on, the depth of the earthquake strike, and the intensity of shaking. Large events could cause damages to infrastructure, critical facilities, residential and commercial properties, and possible injuries or loss of life.

Assets at Risk

The District noted that the Corporation Yard & Well Buildings could be impacted, and well casings could collapse in an earthquake event.

Severe Weather: Extreme Cold and Freeze

Likelihood of Future Occurrence—Highly Likely **Vulnerability**—Medium

Hazard Profile and Problem Description

According to the National Weather Service (NWS), extreme cold often accompanies a winter storm or is left in its wake. Freezing temperatures can also occur without the accompanying winter storm.

Location and Extent

Extreme cold and freeze are regional issues, meaning the entire City is at risk to cold weather and freeze events. While there is no scale (i.e. Richter, Enhanced Fujita) to measure the effects of extreme cold and freeze, temperature data from the County from the WRCC indicates that there are 21.8 days that fall below 32°F in western Sacramento County. Freeze has a slow onset and can generally be predicted in advance for the County. Freeze events can last for hours (in a cold overnight), or for days to weeks at a time.

Past Occurrences

There has been no federal or state disaster declarations in the County for cold or freeze. The District noted that cold and freeze is a regional phenomenon; events that affected the County also affected the District. Those past occurrences were shown in the Base Plan in Section 4.3.2. During some of these past events, clay valves at well sites cracked, all additional damage was on private property.

Vulnerability to and Impacts from Severe Weather: Freeze and Winter Storms

The District experiences temperatures below 32 degrees during the winter months. Freeze can cause injury or loss of life to residents of the District. While it is rare for buildings to be affected directly by freeze,

damages to pipes that feed building can be damaged during periods of extreme cold. The District noted that this concern was already mitigated by installing protective bags over these valves.

Assets at Risk

No District assets from Table H-3 are at direct risk from this hazard.

H.6 Capability Assessment

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections: regulatory mitigation capabilities, administrative and technical mitigation capabilities, fiscal mitigation capabilities, and mitigation education, outreach, and partnerships.

H.6.1. Regulatory Mitigation Capabilities

Table H-7 lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in the CHWD.

Table H-7 CHWD Regulatory Mitigation Capabilities

	Y/N	Does the plan/program address hazards? Does the plan identify projects to include in the mitigation strategy?
Plans	Year	Can the plan be used to implement mitigation actions?
Comprehensive/Master Plan/General Plan	N	
Capital Improvements Plan	Y: 2020	N/A
Economic Development Plan	N	
Local Emergency Operations Plan	Y: 2019	Yes, addresses hazards
Continuity of Operations Plan	Y: 2021	
Transportation Plan	N	
Stormwater Management Plan/Program	N	
Engineering Studies for Streams	N	
Community Wildfire Protection Plan	N	
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	N	
Building Code, Permitting, and Inspections	Y/N	Are codes adequately enforced?
Building Code	N	Version/Year:
Building Code Effectiveness Grading Schedule (BCEGS) Score	N	Score:
Fire department ISO rating:	N	Rating:

Site plan review requirements	N	
		Is the ordinance an effective measure for reducing hazard impacts?
Land Use Planning and Ordinances	Y/N	Is the ordinance adequately administered and enforced?
Zoning ordinance	N	
Subdivision ordinance	N	
Floodplain ordinance	N	
Natural hazard specific ordinance (stormwater, steep slope, wildfire)	N	
Flood insurance rate maps	N	
Elevation Certificates	N	
Acquisition of land for open space and public recreation uses	N	
Erosion or sediment control program	N	
Other	N	
How can these capabilities be expanded	ed and im	proved to reduce risk?

CHWD staff will periodically review all plans for accuracy and make any necessary revisions. In addition, annual emergency trainings will be held to ensure that all staff are aware of the steps and procedures related to an emergency.

Source: CHWD

Citrus Heights 2021 Draft Urban Water Management Plan

The Urban Water Management Act (Act) became part of the California Water Code with the passage of Assembly Bill 797 during the 1983-1984 regular session of the California Legislature. The California Water Code requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually (AFY) to adopt and submit an Urban Water Management Plan (UWMP) every five years to the California Department of Water Resources (DWR). The specific planning requirements are in the California Water Code Division 6, Part 2.6 Urban Water Management Planning.

Subsequent legislation has been passed that updates and provides for additional requirements for UWMPs and water management. In particular, SB X7- 7 Water Conservation, requires the State to achieve a 20 percent reduction in urban per capita water use by December 31, 2020, known as 20x2020. 20x2020 requirements are incorporated into the 2015 UWMP requirements. In summary, the UWMP must include the baseline demand analysis, water use target analysis use for 2015 and 2020, and present a compliance plan to achieve the target demand reductions in the UWMP.

The core requirements for the UWMP include:

- ➤ A description of the water service area.
- A description of the existing and planned supply sources.
- Estimates of past, present, and projected water use.
- ➤ 20x2020 analysis and target compliance.
- A description of water conservation Demand Management Measures (DMMs) already in place and planned, and other conservation measures.
- A description of the Water Shortage Contingency Plan/Conservation Program.

Ordinance No 01-2021

This ordinance establishes a water conservation program within CHWD. It lays the groundwork on why the District needs such an ordinance, sets water conservation stage definitions, declarations, and regulations, and enforcement measures.

H.6.2. Administrative/Technical Mitigation Capabilities

Table H-8 identifies the District department(s) responsible for activities related to mitigation and loss prevention in CHWD.

Table H-8 CHWD's Administrative and Technical Mitigation Capabilities

	·	<u>-</u>
Administration	Y/N	Describe capability Is coordination effective?
Planning Commission	N	
Mitigation Planning Committee	N	
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Y	
Mutual aid agreements	Y	
Other		
Staff	Y/N FT/PT	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	N	
Floodplain Administrator	N	
Emergency Manager	N	
Community Planner	N	
Civil Engineer	Y	
GIS Coordinator	Y	
Other	N	
Technical		
Warning systems/services (Reverse 911, outdoor warning signals)	Y	(We can use the County's Reverse 911 system if needed)
Hazard data and information	Y	
Grant writing	Y	
Hazus analysis	N	
Other	N	
How can these can	pabilities b	e expanded and improved to reduce risk?
CHWD will hire an additional engineer in will look for opportunities to attend gran		everal years to assist with assessing water mains. In addition, staff inings.

Source: CHWD

H.6.3. Fiscal Mitigation Capabilities

Table H-9 identifies financial tools or resources that the District could potentially use to help fund mitigation activities.

Table H-9 CHWD's Fiscal Mitigation Capabilities

Funding Resource	Access/ Eligibility (Y/N)	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	Y	Y: new wells (water sources), yes, can be used for future mitigation actions
Authority to levy taxes for specific purposes	N	
Fees for water, sewer, gas, or electric services	Y	
Impact fees for new development	N	
Storm water utility fee	N	
Incur debt through general obligation bonds and/or special tax bonds	Y	
Incur debt through private activities	N	
Community Development Block Grant	N	
Other federal funding programs	Y	Grant funding: new well
State funding programs	Y	Grant funding: new well
Other	N	
How can these capabilities be expanded and improved to reduce risk?		
CHWD will continue to look for grant opportunities for capital improvement projects in its annual budget.	or new wells. In	n addition, CHWD will allocate funding for

Source: CHWD

H.6.4. Mitigation Education, Outreach, and Partnerships

Table H-10 identifies education and outreach programs and methods already in place that could be/or are used to implement mitigation activities and communicate hazard-related information.

Table H-10 CHWD's Mitigation Education, Outreach, and Partnerships

Program/Organization	Yes/No	Describe program/organization and how relates to disaster resilience and mitigation. Could the program/organization help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	N	
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Y	Water Efficiency messaging, drought messaging

Program/Organization	Yes/No	Describe program/organization and how relates to disaster resilience and mitigation. Could the program/organization help implement future mitigation activities?
Natural disaster or safety related school programs	N	
StormReady certification	N	
Firewise Communities certification	N	
Public-private partnership initiatives addressing disaster- related issues	N	
Other	N	
How can these capabilities be expanded and improved to reduce risk?		

CHWD is hiring a Communications Manager to assist with increased public information efforts. In addition, the District will continue to expand its Water Efficiency classes and programs for the local community.

Source: CHWD

H.7 Mitigation Strategy

H.7.1. Mitigation Goals and Objectives

The CHWD adopts the hazard mitigation goals and objectives developed by the HMPC and described in Chapter 5 Mitigation Strategy.

H.7.2. Mitigation Actions

The planning team for the CHWD identified and prioritized the following mitigation actions based on the risk assessment. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included. The following hazards were considered a priority for purposes of mitigation action planning:

- Climate Change
- Dam Failure
- Drought & Water Shortage
- **Earthquake**
- Severe Weather: Extreme Cold and Freeze

After a review of mitigation actions and efforts, because District infrastructure is primarily underground, it's not at risk from flooding/storms, etc. The one thing that used to be an issue (freeze) was mitigated years ago with a wrap around the above-ground appurtenances that were prone to freezing/breaking. As a result, the following hazards were dropped from concern:

- Dam Failure
- Severe Weather: Extreme Cold and Freeze

It should be noted that many of the projects submitted by each jurisdiction in Table 5-4 in the Base Plan benefit all jurisdictions whether or not they are the lead agency. Further, many of these mitigation efforts

are collaborative efforts among multiple local, state, and federal agencies. In addition, the countywide public outreach action, as well as many of the emergency services actions, apply to all hazards regardless of hazard priority. Collectively, this multi-jurisdictional mitigation strategy includes only those actions and projects which reflect the actual priorities and capacity of each jurisdiction to implement over the next 5-years covered by this plan. It should further be noted, that although a jurisdiction may not have specific projects identified for each priority hazard for the five year coverage of this planning process, each jurisdiction has focused on identifying those projects which are realistic and reasonable for them to implement and would like to preserve their hazard priorities should future projects be identified where the implementing jurisdiction has the future capacity to implement.

Multi-Hazard Actions

Action 1. Implement ASR Technology

Hazards Addressed: Climate Change, Drought & Water Shortage

Goals Addressed: 1, 2, 3, 4, 5

Issue/Background: Historical droughts

Project Description: Increase water supply during dry periods

Other Alternatives: Storage tank

Existing Planning Mechanisms through which Action will be Implemented: Regional and CHWD-

specific ASR Studies

Responsible Office: Operations Department

Priority (H, M, L): H

Cost Estimate: \$250K per well site

Potential Funding: CHWD CIP Budget

Benefits (avoided Losses): Additional water storage capabilities

Schedule: TBD, requires 2 months for retrofitting, adding to a new well would be built into the cost.

Action 2. Construction of a New Storage Tank

Hazards Addressed: Drought & Water Shortage, Climate Change

Goals Addressed: 1, 2, 3, 4, 5

Issue/Background: Historical droughts have occurred which have affected the District. There is concern that future climate change will increase droughts and water shortages.

Project Description: Increase water supply during dry periods

Other Alternatives: Groundwater banking

Existing Planning Mechanisms through which Action will be Implemented: Regional and CHWD-

specific ASR Studies

Responsible Office: Operations Department

Priority (H, M, L): L

Cost Estimate: \$9 Million

Potential Funding: CHWD CIP Budget, State or Federal Grant

Benefits (avoided Losses): Additional water storage capabilities

Schedule: TBD, One year for construction

Construction of a New Operations Building Action 3.

Hazards Addressed: Earthquake

Goals Addressed: 1, 2, 3, 4, 5

Issue/Background: Potential for earthquake damage

Project Description: Increase building resiliency to earthquakes. The new Operations building will be

built to withstand earthquake.

Other Alternatives: Retrofitting the building.

Existing Planning Mechanisms through which Action will be Implemented: Staffing Study, Pre-

Architectural Planning Study

Responsible Office: Operations & Engineering Departments

Priority (H, M, L): H

Cost Estimate: \$4 Million

Potential Funding: CHWD CIP Budget, State or Federal Grant

Benefits (avoided Losses): Additional water storage capabilities

Schedule: TBD, 2 years for construction

ATTACHMENT 2

Resolution No. 01-2022 Adopting the 2021 Sacramento County Local Hazard Mitigation Plan Update

CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 01-2022

RESOLUTION ADOPTING THE 2021 SACRAMENTO COUNTY LOCAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the Citrus Heights Water District (CHWD) recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments;

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, CHWD fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the Sacramento County Local Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body;

WHEREAS, CHWD desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Sacramento County Local Hazard Mitigation Plan;

WHEREAS, adoption by the governing body for CHWD demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Local Hazard Mitigation Plan.

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE BE IT RESOLVED, the CHWD Board of Directors hereby resolves as follows:

- 1. CHWD adopts the Sacramento County Local Hazard Mitigation Plan as an official plan; and
- 2. CHWD will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

	D ADOPTED by the Board of D is 19 th day of January, 2022, by the t	irectors of the CITRUS HEIGHTS WATER following vote, to wit:	Ł
AYES: NOES: ABSTAIN: ABSENT:	Directors: Directors: Directors:		
		CARYL SHEEHAN, President Board of Directors Citrus Heights Water District	
ATTEST:			
	MOORE, Deputy Board Clerk S Water District		

CITRUS HEIGHTS WATER DISTRICT

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 19, 2022 MEETING

SUBJECT : SALARY ADJUSTMENT FOR GENERAL MANAGER

STATUS : Action Item REPORT DATE : January 4, 2022

PREPARED BY : Brittney Moore, Senior Management Analyst

Charley Howard, Regional Government Services

OBJECTIVE:

Discussion and possible action to approve a salary adjustment for the General Manager.

BACKGROUND AND ANALYSIS:

The General Manager's employment agreement provides for an annual evaluation process to provide the incumbent with feedback on his work with the District and to establish performance objectives for the coming year/evaluation period. In conjunction with this process, the Board may elect to provide a merit-based salary adjustment and rewards and recognition pay consistent with the levels provided for by Salary Merit Adjustments Policy (No. 4103) and Employee Recognition and Rewards Program (Policy No. 4105), respectively.

It is noteworthy that for the 2020 evaluation period, the General Manager earned an overall performance rating of *Commendable Plus*. However, in recognition of the wide-spread economic impact of the COVID-19 Pandemic, the General Manager requested that no pay adjustments (merit and/or cost of living adjustment (COLA)) be awarded during calendar year 2021. Therefore, the Board last awarded a salary adjustment for the General Manager at its November 20, 2019 Regular Board Meeting, which was effective during the first pay period of 2020.

The General Manager has once again received an overall performance rating of *Commendable Plus* for the 2021 evaluation period, and the proposed merit adjustment and one-time rewards and recognition pay reflects the General Manager's overall performance rating.

The granting of a COLA, merit-based salary adjustment and rewards and recognition pay for 2022 is consistent with past practice. If approved, the salary information shown below will be effective with the first full pay period of 2022, which began January 3, 2022.

The proposed adjustments to the General Manager's salary include:

Base Salary Adjusted Base \$99.26 Hourly \$106.18 Hourly

One-time Rewards and Recognition Pay: \$1,975

RECOMMENDATION:

Salary Adjustment:

Approve the proposed salary adjustments for the General Manager.

ATTACHMENTS:

- 1. Policy No. 4103 Salary Merit Adjustments
- Policy No. 4105 Employee Recognition and Rewards Program
 Revised Exhibit B "Regular Compensation for General Manager"

ACTION:		
Moved by Director	, Seconded by Director	, Carried

ATTACHMENT 1 Policy No. 4103 – Salary Merit Adjustments

4103.00 SALARY MERIT ADJUSTMENTS

Salary adjustments within the salary range for a particular job title shall be based upon the eligible employee's performance evaluation and any applicable criteria established by the General Manager by Administrative Procedure. No employee whose overall performance evaluation rating is below "meets expectations plus" will be eligible for a merit adjustment in that rating year. Said adjustments shall be determined by the General Manager within the budget established and approved by the Board of Directors.

Salary adjustments tied to the employee's performance evaluation constitute a "Pay for Performance" system where an overall rating of "meets expectations plus" constitutes "superior" performance. For example, a rating of "unsatisfactory,: "needs improvement" or "meets expectations" is not eligible for a merit adjustment; ratings of "meets expectations plus," "commendable," "commendable plus" and "exceptional" are eligible to receive a percentage of increase determined by the General Manager in accordance with the budget established and approved by the Board of Directors for this purpose. Salary adjustments for the General Manager shall require approval by the Board of Directors

Merit adjustments, when earned through performance, adjust the base compensation of the employee, as reflected in the publicly-available pay schedule, and therefore are considered pensionable compensation.

An employee who receives a "merit adjustment" may also qualify for a employee incentive award through the District's annual Employee Recognition and Rewards Program, as set forth in Policy 4105 below.

4103.10 Extended Range Merit Adjustment At Top of Classification Range

Subject to its assessment of the District's financial circumstances and budgetary approval, the Board of Directors shall annually establish the District's publicly-available salary ranges for each regular, full-time classification other than the General Manager with a minimum salary, a maximum salary that equates to the top base step for each range, and an "extended range" that is no more than percent (5%) above the control point.

An employee who has, through merit adjustments, reached the top of the employee's salary range (i.e. the maximum salary) is eligible annually to earn "extended range" merit performance pay of 1-5% for the coming year in accordance with the ratings received in the employee's annual performance evaluation for the prior year. This percentage shall be set by and at the discretion of the General Manager (and for employees subordinate to Department Directors, the General Manager shall consult with the applicable Department Directors to establish the appropriate percentage.)

At the end of each evaluation year, the base salary for any employee who has been receiving "extended range" merit pay shall automatically revert back to the maximum salary level. If the employee's performance ratings for that year again qualify for "extended range" merit pay, a new corresponding percentage will be set and implemented for the coming year.

No employee who receives a rating in any evaluation category below "meets expectations plus" shall be eligible for "extended range" merit performance pay.

In no case may an employee's salary exceed the extended range established for that classification as set forth on the Board-approved, publicly-available pay schedule.

ATTACHMENT 2

Policy No. 4105 – Employee Recognition and Reward Program

4105.00 EMPLOYEE RECOGNITION AND REWARDS PROGRAM

The District's employees are one of its most valuable assets. The District affirms its desire to employ highly skilled and motivated employees in order to provide the highest level of service within its own work force, to its customers and to the community. In order to acknowledge those employees that go above and beyond everyday expectations in their duties, the District will develop and maintain an Employee Recognition and Rewards Program, the details of which shall be set forth in applicable Administrative Procedure implemented by the General Manager. The Board of Directors shall maintain discretion to approve funds designated for use in the Program. Employee incentive awards through the Program coincide with the annual performance rating of the employee and are in addition to any applicable merit adjustment pursuant to Policy 4103 above. Employee incentive awards are only available for employees who are rated "meets expectations plus" or above; incentive awards are tied to the performance rating, where the maximum rating of "excellent" may receive an incentive award of up to 5% of the Employee's existing annual salary. For example, and dependent on District Board approval of funds for use in the annual Program, the following Employee incentive awards may be earned by Employees who exceed performance expectations: Incentive Award Range of 0-3% for Meets Expectations Plus; 0-3.5% for Commendable; 0-4% for Commendable Plus; and 0-5% for Excellent.

An employee incentive award earned through the Program is a one-time payment for the calendar year which does not increase the base compensation for PEPRA employees during that year, as set forth in the publicly-available pay schedule.

ATTACHMENT 3

Revised Exhibit B: Regular Compensation for General Manager

CITRUS HEIGHTS WATER DISTRICT EXECUTIVE/ MANAGER/ SUPERVISOR EMPLOYMENT AGREEMENT REVISED EXHIBIT B

REGULAR SALARY COMPENSATION FOR GENERAL MANAGER

tis position is from a bi-weekly base of \$6,895.20, (\$86.19 per of \$9,309.60, (\$116.37 per hour) pursuant to the District's
ry Compensation: January 3, 2022
Caryl Sheehan,
President, Citrus Height Water District Board of Directors
Date