#### BOARD MEETING AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) JANUARY 18, 2023 beginning at 6:00 PM



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

#### PHONE CALL IN: (253) 215-8782 PHONE MEETING ID: 850 2835 8054 COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <u>https://us06web.zoom.us/j/85028358054</u>

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

#### CALL TO ORDER:

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

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

a.

#### **PUBLIC COMMENT:**

#### **CLOSED SESSION:**

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

Pursuant to Section 54956.8:
Property: Parcel Number 257-0040-024-0000
Agency Negotiators: Brian Hensley, Rebecca Scott, Josh Nelson, Hilary
Straus, Steve Anderson, Brittney Moore, Carlos Urrutia
Negotiating Parties: San Juan Unified School District
Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation pursuant to Government Code, section 54956.9(d)(4): (one case)

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

6:30 PM	Regular Meeting
6:30 PM	Regular Meeting
	6:30 PM 6:30 PM 6:30 PM 6:30 PM 6:30 PM 6:30 PM 6:30 PM 6:30 PM

#### **ADJOURNMENT:**

#### **CERTIFICATION:**

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

nthey Moore

Brittney Moore, Chief Board Clerk

Dated: January 12, 2023

#### BOARD MEETING AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT (CHWD) JANUARY 18, 2023 beginning at 6:30 PM



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

#### PHONE CALL IN: (253) 215-8782 PHONE MEETING ID: 850 2835 8054 COMPUTER AUDIO/LIVE MEETING PRESENTATIONS: <u>https://us06web.zoom.us/j/85028358054</u>

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.

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

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

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

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

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

#### **VISITORS:**

#### **PUBLIC COMMENT:**

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

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

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

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

CC-1a. Minutes of the Special Meeting – December 21, 2022 (A)

CC-1b. Minutes of the Regular Meeting – December 21, 2022 (A)

<u>Recommendation:</u> Approve the minutes of the December 21, 2022 Special and Regular Meeting.

- CC-2. Revenue Analysis Report for December 2022 (I)
- CC-3. Assessor/Collector's Roll Adjustment for December 2022 (I)
- CC-4. Treasurer's Report for December 2022 (I)

- CC-5. Treasurer's Report of Fund Balances for December 2022 (I)
- CC-6. Operating Budget Analysis for December 2022 (I)
- CC-7. Capital Projects Summary for December 2022 (I)
- CC-8. Warrants for December 2022 (I)
- CC-9. Purchase Card Distributions for December 2022 (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. 2022 Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Discussion and Possible Action to Approve an Update to District Policy 4101.A2 Other Compensation (A)
  - Recommendation:

Amend District Policy No. 4101.A2 Other Compensation to include Certification pay for Water Use Efficiency Practitioners, Backflow Certification, and Cross Connection Certification.

- CC-18. Resolution 01-2023 Commending Paul Dietrich for Service to the Citrus Heights Water District (A)
  - Recommendation:

Adopt Resolution 01-2023 Commending Paul Dietrich for Service to the Citrus Heights Water District

CC-19. Discussion and Possible Action to Update Appointments for 2023 Representatives and Alternates (A) Recommendation:

Update the Regional Water Authority Director Representative and Alternate Director Representative

CC-20. 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.

#### **PRESENTATIONS:**

P-1 Capital Improvement Program (CIP) Update (I/D)

#### **PUBLIC HEARINGS:**

None.

#### **STUDY SESSION:**

None.

#### **BUSINESS:**

B-1. Discussion and Possible Action to Approve a Professional Services Agreement with SDI Presence for Information Technology Services (A)

Recommendation:

Approve the professional services agreement with SDI Presence and authorize the General Manager to execute the agreement

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

Recommendation:

Approve the proposed salary adjustments 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/Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Park-Kim).
- D-8. RWA Legislative and Regulatory Affairs Update (Park-Kim).
- D-9. Customer Advisory Committee (Riehle/Park-Kim).
- D-10. Other Reports.

#### **CLOSED SESSION:**

None.

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

February 15, 2023	6:30 PM	Regular Meeting
March 15, 2023	6:30 PM	Regular Meeting
April 19, 2023	6:30 PM	Regular Meeting
May 17, 2023	6:30 PM	Regular Meeting
June 21, 2023	6:30 PM	Regular Meeting
August 16, 2023	6:30 PM	Regular Meeting
September 20, 2023	6:30 PM	Regular Meeting
October 18, 2023	6:30 PM	Regular Meeting
November 15, 2023	6:30 PM	Regular Meeting
December 20, 2023	6:30 PM	Regular Meeting

#### **ADJOURNMENT:**

### **CERTIFICATION:**

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

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Brittney Moore, Chief Board Clerk

Dated: January 12, 2023

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS SPECIAL MEETING MINUTES December 21, 2022

The Special Meeting of the Board of Directors was called to order at 6:03 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 Robert Churchill, Retired Annuitant Brittney Moore, Administrative Services Manager/ Chief Board Clerk Lea Park-Kim, Communications & Public Engagement Manager Hilary Straus, General Manager Carlos Urrutia, Interim Director of Finance and Administrative Services

#### **PUBLIC COMMENT:**

None.

President Sheehan adjourned the meeting to Closed Session at 6:03pm.

#### **CLOSED SESSION:**

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

There was no reportable action.

President Sheehan adjourned the meeting back to the open session at 7:06 p.m.

#### **ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 7:09 p.m.

APPROVED:

BRITTNEY C. MOORE Chief Board Clerk Citrus Heights Water District RAYMOND A. RIEHLE, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT BOARD OF DIRECTORS REGULAR MEETING MINUTES December 21, 2022

The Regular Meeting of the Board of Directors was called to order at 7:13 p.m. by President Sheehan and role was called. Present were:

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

#### Staff:

Steve Anderson, General Counsel Tim Katkanov, Engineering / GIS Technician Brittney Moore, Administrative Services Manager/ Chief Board Clerk Jace Nunes, Management Analyst Lea Park-Kim, Communications and Public Engagement Manager Missy Pieri, Director of Engineering Kayleigh Shepard, Management Analyst Hilary Straus, General Manager Carlos Urrutia, Interim Director of Finance and Administrative Services

Thais Alves, Colantuono Highsmith and Whatley Darby Howard, JDH Corrosion Kelye Mckinney, West Yost Brandon Olsen, JDH Corrosion

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

President Sheehan led the Pledge of Allegiance.

#### **PUBLIC COMMENT:**

None.

#### **CONSENT CALENDAR:**

CC-1a. Minutes of the Regular Meeting – November 16, 2022 (A)

- CC-1b. Minutes of the Special Meeting December 5, 2022 (A)
- CC-1c. Minutes of the Special Meeting December 12, 2022 (A)

### Recommendation:

Approve the minutes of the November 16, 2022, Regular Meeting, and the minutes of the December 5, 2022, and December 12, 2022 Special Meetings.

- CC-2. Revenue Analysis Report for November 2022 (I)
- CC-3. Assessor/Collector's Roll Adjustment for November 2022 (I)
- CC-4. Treasurer's Report for November 2022 (I)
- CC-5. Treasurer's Report of Fund Balances for November 2022 (I)
- CC-6. Operating Budget Analysis for November 2022 (I)

- CC-7. Capital Projects Summary for November 2022 (I)
- CC-8. Warrants for November 2022 (I)
- CC-9. Purchase Card Distributions for November 2022 (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. 2022 Water Supply (I)
- CC-15. Water Supply Reliability (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) <u>Recommendation:</u> Extend Resolution 07-2021 to permit future hybrid remote public

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 Professional Services Agreement with JDH Corrosion Consultants, Inc. (A) Recommendation:

Approve the Professional Services Agreement with JDH Corrosion Consultants, Inc. and Authorize the General Manager to Execute the Agreement

CC-19. Discussion and Possible Action to Approve a Professional Services Agreement with West Yost Associates, Inc.

Recommendation:

Approve the Professional Services Agreement with West Yost Associates, Inc. and Authorize the General Manager to Execute the Agreement and Subsequent Task Orders.

CC-20. Discussion and Possible Action to Approve a Professional Services Agreement with CPS HR Consulting

Recommendation:

Approve the professional services agreement with CPS HR Consulting and authorize the General Manager to execute the agreement and subsequent task orders.

CC-21. Discussion and Possible Action to Ratify Appointment of PERS Annuitant Carlos Urrutia as Interim Director of Finance and Administrative Services, Pursuant to Procedure in Government Code Section 21221(h)

Recommendation:

Approve Resolution No 15-22, requesting approval of PERS for the hiring of PERS annuitant, Carlos Urrutia to Perform Temporary and Critical Services of Interim Director of Finance and Administrative Services, pursuant to the Procedure set forth in Government Code Section 21221(h)

ACTION:

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

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

#### **PRESENTATIONS:**

P-1. Administer Oath of Office to Raymond A. Riehle and David C. Wheaton

#### **PUBLIC HEARINGS:**

None.

#### **STUDY SESSION:**

None.

#### **BUSINESS:**

B-1. Selection of President and Vice President

#### ACTION:

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

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

#### ACTION:

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

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

B-2. Discussion and Possible Action to Appoint 2022-2023 Representatives and Alternates

#### ACTION:

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

Organization		Representative	Alternate
Association of California Water Agencies	Director	David C. Wheaton	Raymond A.
Joint Powers Insurance Authority			Riehle
(ACWA/JPIA)	Staff	Brittney Moore	Kayleigh Shepard
Association of California Water	Director	Caryl F. Sheehan	David C. Wheaton
Agencies (ACWA) Region 4			
Citrus Heights Regional Chamber of	Staff	Lea Park-Kim	Brittney Moore
<b>Commerce Government Issues</b>			
Committee			

Organization		Representative	Alternate	
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan	
	Staff	Hilary Straus	General Manager Appointee Based on Issue	
Regional Water Authority (RWA)	Director	Raymond A. Riehle	Caryl F. Sheehan	
	Staff	Hilary Straus	Rebecca Scott	
Sacramento Groundwater Authority (SGA)*	Director	Caryl F. Sheehan	David C. Wheaton	
Sacramento Water Forum	Staff	Rebecca Scott	Jace Nunes	

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

B-3. Appoint District Officers

#### ACTION:

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

	Officer	Deputy Officer
Assessor/Collector	Carlos A. Urrutia	Dana R. Mellado
Treasurer	Carlos A. Urrutia	Brittney C. Moore
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 Adjustment (A)

#### ACTION:

1. Vice President Wheaton moved and Director Sheehan seconded a motion to amend District Policy No. 4101.A1 Salary Schedule to include a 4.8 percent Cost-of-Living Adjustment to the District's Salary Schedule effective January 2, 2023

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

2. Director Sheehan moved and Vice President Wheaton seconded a motion to amend District Policy 4831 Insurance Benefits for Retirees Retiring after March 19, 1996 to include a 4.8 percent Cost-of-Living Adjustment to the monthly insurance benefit amount for retirees.

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

3. Vice President Wheaton moved and Director Sheehan seconded a motion to amend District Policy No. 4101.A2 Other Compensation to include an adjustment to the District's Standby Duty Pay

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

- 4. The Directors provided direction to staff regarding Compensation of the Board of Directors; there will be no change.
- B-5. Discussion and Possible Action to Approve District Policy Updates
  - ACTION:

Vice President Wheaton moved and Director Sheehan seconded a motion to approve updates to the District's Human Resources Policies 4311: Compassionate Leave and 4350: Holidays

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

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

MS-1. 2023 Board Meeting Schedule

#### 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 (Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Park-Kim).
- D-8. RWA Legislative and Regulatory Affairs Update (Park-Kim).
- 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 8:34 p.m.

CC-1b Page 6

APPROVED:

BRITTNEY C. MOORE Chief Board Clerk Citrus Heights Water District RAYMOND A. RIEHLE, President Board of Directors Citrus Heights Water District

#### CITRUS HEIGHTS WATER DISTRICT December 2022 REVENUE ANALYSIS

#### **Outstanding Receivables**

Aged Trial Balance					
					Unapplied
Total	Current	31-90	91-150	>150	Current
1,229,904	1,028,297	120,672	80,628	115,224	114,917

General Ledger Balance	Total
Outstanding A/R	1,302,481.30
Outstanding Liens	-
Outstanding Grants	946
A/R Other	(25,348)
Less Unapplied Payments	(116,478)
Total	\$ 1,161,602

#### CITRUS HEIGHTS WATER DISTRICT ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR December 31, 2022

Reason For Cancellation	Charge Type	Amount

Nothing to report for the month of December 2022.

\$ -

#### TREASURER'S REPORT TO THE BOARD OF DIRECTORS December 2022

Bank of the West Beginning Balance				\$8,762,911
RECEIPTS:			1,757,036	
DISBURSEMENTS:				
Checks Issued / ACH Paym	nents	1,206,925		
Payroll		429,823		
Returned Checks		1,559	4 600 007	440 700
Bank of the West			1,638,307	118,729
Balance per Bank 12/31/2022				8,881,640
Outstanding Checks				(48,516)
Deposit in Transit				120,770
Balance Per Books 12/31/2022				\$8,953,894
RECONCILEMENT:				
Bank of the West				\$8,953,894
Local Agency Investment Fund				14,619,177
Money Mkt Activity Account				550,826
TOTAL BALANCE				\$24,123,896
				<i>\</i>
CASH & INVESTMENT SUMMA	ARY:			<u> </u>
CASH & INVESTMENT SUMMA Bank of the West (Genera				
Bank of the West (Genera	l Account)			8,953,894
	l Account) Fund			
Bank of the West (Genera Local Agency Investment F	l Account) Fund			8,953,894 14,619,177
Bank of the West (Genera Local Agency Investment F Money Mkt Activity Accou	l Account) Fund	INT RATE	DEPOSIT AMOUNT	8,953,894 14,619,177 550,826

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.

Carlos Urrutia

Signed: 1/11/2023

CARLOS URRUTIA Interim Deputy Treasurer

HILARY M. STRAUS Secretary

#### TREASURER'S REPORT OF FUND BALANCES December 31, 2022

Fund Name	C	Beginning Balance 1/01/2022	Т	ear to Date ransfers In / Collections	Year to Date Transfers Out	Tr	rrent Month ransfers In / Collections	rrent Month ansfers Out	ding Balance 2/31/2022	022 Target alance per Policy
Operating Fund	\$	6,844,823	\$	18,940,560	\$ (16,581,426)	\$	1,757,453	\$ (1,638,724)	\$ 9,322,686	\$ 2,334,017
<b>Operating Reserve</b>	\$	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	\$	2,623,173	\$	-	\$ -	\$	-	\$ -	\$ 2,623,173	N/A
Water Efficiency Reserve	\$	200,000	\$	-	\$ -	\$	-	\$ -	\$ 200,000	\$ 200,000
Water Meter Replacement Reserve	\$	1,725,000	\$	-	\$ -	\$	-	\$ -	\$ 1,725,000	N/A
Fleet Equipment Reserve	\$	334,253	\$	-	\$ -	\$	-	\$ -	\$ 334,253	\$ 318,559
Employment-Related Benefits Reserve	\$	986,962	\$	-	\$ -	\$	-	\$ -	\$ 986,962	\$ 986,962
	\$	20,640,099		18,940,560	\$ (16,581,426)	\$	1,757,453	\$ (1,638,724)	\$ 23,117,962	\$ 7,520,786

Carlos Urrutia

CARLOS URRUTIA, Deputy Treasurer

#### TREASURER'S REPORT OF FUND BALANCES December 31, 2022

Fund Transfers Summary:

The Operating Fund Transferred:

- \$ 1,757,453 from funds collected in December 2022 per Treasurer's Report
   \$ (1,638,724) disbursements made in December 2022 per Treasurer's Report
  - 118,729

<u>\$</u> \$

#### Citrus Heights Water District Budget Performance Report As of 12/31/2022

	December	Year-to-Date	Year-to-Date	YTD Vari	ance	Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Revenues						
Metered Service Charges	\$797,964.38	\$11,418,877.44	\$11,074,591.00	\$344,286.44	3.11%	\$11,074,591.00
Metered Water Deliveries	311,304.69	5,704,155.09	5,799,716.00	(95,560.91)	-1.65%	5,799,716.00
Water Main Replacement Revenue	94,849.62	1,189,349.74	1,374,099.00	(184,749.26)	0.00%	1,374,099.00
Non-Metered Service Charges	İ	8,850.94	140,000.00	(131,149.06)	-93.68%	140,000.00
Penalties	297.00	33,540.94	150,000.00	(116,459.06)	-77.64%	150,000.00
Interest	3,935.25	127,516.26	45,991.00	81,525.26	177.26%	45,991.00
Backflow Fees	5,820.21	69,458.37	116,000.00	(46,541.63)	-40.12%	116,000.00
Water Service Install & S&R	5.463.31	82,807.50	573,900.00	(491,092.50)	-85.57%	573,900.00
Grant Funds	1,425.00	107,452.81	0,000,000,000	107,452.81	0.00%	0,000000
Miscellaneous *	507.86	30,637.80	147,000.00	(116,362.20)	-79.16%	147,000.00
Cost Reimbursements	325.00	85,214.53	,	85,214.53	0.00%	,
Income - Wheeling Water	020.00	64,559.09	2,700.00	61,859.09	2291.08%	2,700.00
Income - Connection Fees		49,684.00	2,700.00	49,684.00	0.00%	2,700.00
Total Revenue	1,221,892.32	18,972,104.51	19,423,997.00	(451,892.49)	-2.33%	19,423,997.00
Total Nevenue	1,221,002.02	10,072,104.01	10,420,007.00	(401,002.40)	-2.0070	10,420,007.00
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources	   				   	
Operating Expenses						
Cost of Water					1	
Purchased Water	Í	2,662,700.61	3,135,753.96	(473,053.35)	-15.09%	3,135,753.96
Ground Water	33,754.85	969,067.54	1,193,038.56	(223,971.02)	-18.77%	1,193,038.56
	33,754.85	3,631,768.15	4,328,792.52	(697,024.37)	-16.10%	4,328,792.52
Labor & Benefits	· · · · · ·				i	
Labor Regular	256,729.74	3,454,483.46	3,735,424.68	(280,941.22)	-7.52%	3,735,424.68
Labor Taxes	17,036.26	258,907.62	284,418.00	(25,510.38)	-8.97%	284,418.00
Labor Workers Comp	,	53,298.20	100,100.04	(46,801.84)	-46.76%	100,100.04
Labor External	4,350.00	46,422.34	109,080.12	(62,657.78)	-57.44%	109,080.12
	.,		,	(,)		,
Benefits Med/Den/Vis	(6,267.27)	482,123.70	514,401.72	(32,278.02)	-6.27%	514,401.72
Benefits LTD/Life/EAP	(453.47)	60.363.99	146.742.48	(86,378.49)	-58.86%	146.742.48
Benefits CalPers	22,827.90	293,296.12	347,381.16	(54,085.04)	-15.57%	347,381.16
Benefits Other	31,099.06	150,399.48	137,656.68	12,742.80	9.26%	137,656.68
Benefit Retiree Expenses	4,239.66	50,875.92	59,116.08	(8,240.16)	-13.94%	59,116.08
Benefit Unemployment	4,200.00	00,070.02	9,232.56	(9,232.56)	-100.00%	9,232.56
Benefit GASB 68		442,771.00	449,174.52	(6,403.52)	-1.43%	449,174.52
		772,771.00	4-10,174.02	(0,400.02)	-10/0	445,174.52
Capitalized Labor & Benefit Contra	(31,470.16)	(544,574.27)	(499,999.92)	(44,574.35)	8.91%	(499,999.92)
	298,091.72	4,748,367.56	5,392,728.12	(644,360.56)	-11.95%	5,392,728.12
General & Administrative			-,,-=	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	i	
Fees & Charges	19,632.67	168,299.67	241,384.92	(73,085.25)	-30.28%	241,384.92
Regulatory Compliance/Permits	11,433.75	68,973.28	131,490.00	(62,516.72)	-47.54%	131,490.00
District Events & Recognition	1,976.01	29,848.19	60,549.96	(30,701.77)	-50.70%	60,549.96
Cash Over/Short	, i	0.10		0.10	0.00%	· -
Maintenance/Licensing	8,359.38	156,251.39	170,727.00	(14,475.61)	-8.48%	170,727.00

#### Citrus Heights Water District Budget Performance Report As of 12/31/2022

	December	Year-to-Date	Year-to-Date	YTD Varia		Annual
	Actual	Actual	Budget	Amount	Percent	Budget
Equipment Maintenance	13,033.70	80,780.01	127,599.96	(46,819.95)	-36.69%	127,599.96
Professional Development	1,717.72	85,907.21	169,829.04	(83,921.83)	-49.42%	169,829.04
Department Admin		153.97	19,700.16	(19,546.19)	-99.22%	19,700.16
Dues & Subscriptions	824.55	197,976.08	193,668.12	4,307.96	2.22%	193,668.12
Fuel & Oil	6,429.82	91,757.72	66,240.00	25,517.72	38.52%	66,240.00
General Supplies	4,472.52	68,237.23	100,600.08	(32,362.85)	-32.17%	100,600.08
Insurance - Auto/Prop/Liab		103,446.17	112,200.00	(8,753.83)	-7.80%	112,200.00
Leasing/Equipment Rental	1,102.90	24,009.23	34,900.08	(10,890.85)	-31.21%	34,900.08
Other Agency Cost Reimbursement	1	1,851.58		1,851.58	0.00%	
Parts & Materials	49,634.21	526,545.12	54,999.96	471,545.16	857.36%	54,999.96
Postage/Shipping/Freight	5,449.79	80,653.09	138,500.04	(57,846.95)	-41.77%	138,500.04
Rebates & Incentives	475.00	25,181.33	36,999.96	(11,818.63)	-31.94%	36,999.96
Telecom/Network	5,483.90	51,068.16	51,780.00	(711.84)	-1.37%	51,780.00
Tools & Equipment	5,073.81	55,278.37	80,200.08	(24,921.71)	-31.07%	80,200.08
Utilities	564.16	35,440.30		35,440.30	0.00%	
Write-Off Bad Debt Exp		65.64	5,000.04	(4,934.40)	-98.69%	5,000.04
Capitalized G&A Contra	(22,451.84)	(562,569.32)		(562,569.32)	0.00%	
Capitalized Equipment Contra	(30,197.76)	(490,245.59)		(490,245.59)	0.00%	
	83,014.29	798,908.93	1,796,369.40	(997,460.47)	-55.53%	1,796,369.40
Professional & Contract Services						
Support Services	32,986.52	1,132,448.62	1,489,529.88	(357,081.26)	-23.97%	1,489,529.88
Legal Services	34,010.23	257,436.21	285,000.00	(27,563.79)	-9.67%	285,000.00
Printing Services	225.00	26,380.76	49,000.08	(22,619.32)	-46.16%	49,000.08
	67,221.75	1,416,265.59	1,823,529.96	(407,264.37)	-22.33%	1,823,529.96
Reserves & Debt Services						
Interest Expense		40,863.54	69,754.21	(28,890.67)	-41.42%	69,754.21
Net Increase(Descrease) in Value of Investments		(37,190.54)		(37,190.54)	0.00%	
	i	3,673.00	69,754.21	(66,081.21)	-94.73%	69,754.21
Total Operating Expenses	482,082.61	10,598,983.23	13,411,174.21	(2,812,190.98)	-20.97%	13,411,174.21
Net Income / (Expense)	 739,809.71	8,373,121.28	6,012,822.79	2,360,298.49	39.25%	6,012,822.79

		BUDG	ET				
Project Number	Project Name	Project Name Project Forecast E Budget		Month to Date	Year to Date	Project to Date	Remaining Budget
C16-134	Auburn Blvd-Rusch Park Placer	\$167,000	\$3,906	\$32	\$32 \$4,878 \$8,785		\$158,215
C19-108	6230 Sylvan East Wall	\$7,653	\$16,748	\$0	\$0	\$16,748	\$C
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
C22-040C	Mariposa SR2S Phase4	\$0	\$0	\$0	\$0	\$0	\$C
Construct	ion in Progress	\$674,653	\$22,330	\$32	\$4,878	\$27,209	\$656,539
C22-010	Water Main Replacements	\$50,000	\$0	\$0	\$18,577	\$18,577	\$31,423
C22-011	Water Valve Replacements	\$75,000	\$0	\$5,529	\$91,338	\$91,338	(\$16,338)
C22-012	Water Service Connections	\$825,000	\$0	\$58,415	\$1,067,535	\$1,067,535	(\$242,535)
C22-013	Water Meter Replacements	\$100,000	\$0	\$744	\$25,226	\$25,226	\$74,774
C22-014	Fire Hydrants	\$125,000	\$0			\$153,804	(\$28,804)
Annual Inf	rastructure	\$1,175,000	\$0	\$88,355	\$1,356,480	\$1,356,480	(\$181,480)
C15-104B	Document Management System	\$244,639	\$95,361	\$1,990	\$20,870	\$116,231	\$218,408
C22-003	Fleet/Field Operations Equip	\$260,000	\$0	\$0	\$89,957	\$89,957	\$170,043
C22-004	Technology Hardware/Software	\$56,650	\$0	\$0	\$9,888	\$9,888	\$46,762
Fleet and	Equipment	\$561,289	\$95,361	\$1,990	\$120,715	\$216,076	\$435,213
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
C20-105	Walnut Drive	\$105,247	\$15,283	\$7,493	\$12,853	\$28,136	\$88,662
C20-106	Wisconsin Drive	\$301,990	\$42,391	\$0	\$71	\$42,462	\$259,528
C21-101	Antelope & Rusch Park	\$187,741	\$123,724	\$0	\$24,710	\$148,434	\$39,308
C21-102	Old Auburn Road	\$91,459	\$1,003	\$0	\$1,026	\$2,029	\$90,433
C21-103	Pratt Ave	\$39,043	\$46,820	\$765	\$37,127	\$479,441	\$1,916
C21-104	Mesa Verde HS	\$118,779	\$49,767	\$15,415	\$96,038	\$697,073	\$22,741
C21-105	Madison Ave & Dewey Dr	\$28,138	\$3,147	\$64,255	\$72,505	\$75,652	(\$44,367)
C22-101	Carriage Drive	\$427,104	\$0	\$19,731	\$132,464	\$132,464	\$294,640
C22-104	Patton Ave Main	\$45,433	\$0	\$0	\$0	\$0	\$45,433
C22-105	Reno Ln Main	\$45,000	\$0	\$178	\$178	\$178	\$44,822
Water Mai	ns	\$1,442,690	\$282,226	\$107,837	\$376,972	\$1,605,960	\$895,780

		BUDG	ET				
Project Number	Project Name	Project Forecast Budget	Expenditures to 12/2021	Month to Date	Year to Date	Project to Date	Remaining Budget
C21-040	Other City Partnerships	\$52,551	\$0	\$0	\$0	\$0	\$52,551
C21-040A	Greenback Ln Complete Streets	\$0	\$30	\$0	\$16,775	\$16,805	(\$16,775)
C21-040B	Elec. Greenway Bike Trail	\$0	\$1,647	\$0	\$150	\$1,797	(\$150)
C21-040C	MSR2S Phase4	\$0	\$11,007	\$0	\$6,957	\$17,964	(\$6,957)
C21-040E	Bonita Storm Drain	\$0	\$29,254	\$0	\$958	\$30,213	(\$958)
C21-041	Other Misc Infrastructure	\$12,551	\$0	\$0	\$0	\$0	\$12,551
C21-041A	Valve Box Raising	\$0	\$32,407	\$0	\$8,000	\$40,407	(\$8,000)
C21-041B	Greenback Acquisition	\$415,000	\$2,159	\$0	\$298,314	\$300,474	\$114,526
C22-005	Facilities Improvements	\$100,000	\$0	\$15,900	\$44,748	\$44,748	\$55,252
C22-040	Other City Partnerships	\$100,000	\$0	\$0	\$0	\$0	\$100,000
C22-040D	SACOG 22 AC Overlay P1	\$0	\$0	\$0	\$174	\$174	(\$174)
C22-040E	San Juan Ave Complete Streets	\$0	\$0	\$0	\$0	\$0	\$0
C22-041	Other Misc Infrastructure	\$82,347	\$0	\$0	\$0	\$0	\$82,347
C22-102	Well Site Acquisition	\$0	\$0	\$3,628	\$257,686	\$257,686	(\$257,686)
Miscellane	eous Projects	\$762,449	\$76,504	\$19,528	\$633,763	\$710,267	\$126,527
C17-104	Groundwater Well Property Acq	\$640,000	\$370,943	\$0	\$0	\$370,943	\$264,090
C17-104A	Well #7 Patton	\$250,000	\$181,377	\$0	\$67,726	\$249,103	\$897
C17-104B	Well #8 Highland	\$0	\$251,862	\$0	\$0	\$251,862	(\$251,862)
C20-107	Well Design & Construction	\$1,105,500	\$0	\$10,144	\$327,362	\$327,362	\$778,138
C22-020	Groundwater Well Improvements	\$150,000	\$0	\$0	\$7,332	\$7,332	\$142,668
C22-102A	SJUSD Property	\$0	\$0	\$0	\$5,582	\$5,582	(\$5,582)
C22-103	Well Design Construct Highland	\$0	\$0	\$0	\$0	\$0	\$0
Wells		\$2,145,500	\$804,182	\$10,144	\$408,002	\$1,212,184	\$928,350
	Grand Totals:	\$6,761,581	\$1,280,604	\$227,886	\$2,900,810	\$5,128,175	\$2,860,929

#### **CHECK** PAYEE

<u>ECK PAYEE</u>	<b>DESCRIPTION</b>	<u>AMOUNT</u>
74692 LEANN MILLER	Customer Refund	\$59.96
74693 MAXINE KELLER ESTATE	Customer Refund	\$24.21
74694 FRANK OR KATHRYN MOWERY	Customer Refund	\$11.38
74695 EUGENE M CURRY	Customer Refund	\$15.51
74696 RANDAL P/CHERYL L ANGLEN	Customer Refund	\$2,141.91
74697 DAVID STROH	Customer Refund	\$9.73
74698 CLAIRE E CAVE TRUSTEE	Customer Refund	\$36.58

14099 EOGENE M CORRE	Customer Refund
74696 RANDAL P/CHERYL L ANGLEN	Customer Refund
74697 DAVID STROH	Customer Refund
74698 CLAIRE E CAVE TRUSTEE	Customer Refund
74699 BETTY J COLLIER TRUST	Customer Refund
74700 LACEY RAMSEY LOPEZ	Customer Refund
74701 MARK J YOHE	Customer Refund
74702 JUDITH E COUDRAY	Customer Refund
74703 Jacob T Buckley	Customer Refund
74704 APRIL OR JOSHUA D GARRINGER	Customer Refund
74705 DAMON OR DEANA HERR	Customer Refund
74705 DAMON OK DEANA HERK 74706 KATHY L KELLY	Customer Refund
74707 BECKER LIVING TRUST	Customer Refund
74708 KEVIN B NOVOTNY	Customer Refund
74709 SIN M KAM	Customer Refund
74710 WILLIAM KOENIG	Customer Refund
74711 ALANYA R GONZALES	Customer Refund
74712 CHRISTOPER OR AMANDA CHAMBERS	Customer Refund
74713 DARIN M L PHILLIPS JR	Customer Refund
74714 Romanian Christian Fellowship	Customer Refund
74715 DANIEL OR KATALIN I GONZALES	Customer Refund
74716 REBECCA R GROUDAN	Customer Refund
74717 JOY PERCIFIELD	Customer Refund
74718 SHIRLEY AXWORTHY	Customer Refund
74719 TERAJO A MATTHEWS	Customer Refund
74720 VALERIY V PIDKALYUK	Customer Refund
74721 JONATHAN OR HEATHER R SPRATLEY	Customer Refund
74722 STEPHAN SKOTS	Customer Refund
74723 ABA DABA RENTALS AND SALES	Supplies-Field
74724 AFLAC	Employee Paid Insurance
74725 ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Rea
74726 ANSWERNET	Telephone-Answering Servi
74727 AREA RESTROOM SOLUTIONS	Equipment Rental-Field
74728 ASCE/MEMBERSHIP	Dues & Subscriptions
74729 B&M BUILDERS	Contract Services-Engineeri
74729 BAM BOILDERS 74730 BENDER ROSENTHAL INCORPORATED	Contract Services-Other
74731 CALIFORNIA LANDSCAPE ASSOCIATES INC	Janitorial
74732 CITRUS HEIGHTS SAW & MOWER	Repair-Equipment/Hardware
74733 CITY OF CITRUS HEIGHTS	Permit Fees
74734 ROBIN COPE	Health Insurance
74735 MARLA OR LELAND BALL	Customer Refund
74736 FERGUSON ENTERPRISES INC 1423	Material
74737 HACH COMPANY	Wells Maintenance
74738 HARRIS INDUSTRIAL GASES	Supplies-Field
74739 HUNT AND SONS INC	Gas & Oil
74740 INTEGRITY ADMINISTRATORS INC	Health Insurance
74741 INVOICE PROCESSING DEPARTMENT	Permit Fees
74742 J4 SYSTEMS	Contract Services-Other

	Φ27.21
	\$11.38
	\$15.51
	\$2,141.91
	\$9.73
	\$36.58
	\$133.75
	\$246.22
	\$347.91
	\$79.34
	\$26.20
	\$64.03
	\$197.33
	\$16.12
	\$113.03
	\$11.88
	\$46.76
	\$240.76
	\$44.80
	\$29.76
	\$12.43
	\$342.16
	\$25.19
	\$39.78
	\$74.88
	\$13.92
	\$13.07
	\$453.07
	\$18.60
	\$17.25
	\$280.48
	\$176.93
ead	\$8,440.30
vice	\$367.89
	\$171.96
	\$295.00
ring	\$4,602.39
8	\$55,227.31
	\$245.00
ire	\$89.39
	\$13,465.50
	\$365.96
	\$212.98
	\$8,267.96
	\$85.95
	\$66.75
	\$1,204.87
	\$5,000.00
	\$7.00
	\$2,175.00

<u>CHECK PAYEE</u>	<b>DESCRIPTION</b>	AMOUNT
74743 KEI WINDOW CLEANING 12	Janitorial	\$120.00
74744 KOOLTRONIC INC	Contract Services-Other	\$7,332.36
74745 LUHDORFF SCALMANINI	Contract Services-Wells	\$12,400.98
74746 MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
74747 MMANC	Dues & Subscriptions	\$75.00
74748 MOONLIGHT BPO LLC	Contract Services-Bill Print	\$1,251.90
74749 NOR CAL PIPELINE SERVICES	Customer Refund	\$2,832.50
74750 NOWSPEED INC	Contract Services-Other	\$250.00
74751 ORANGEVALE CHAMBER OF COMMERCE	Dues & Subscriptions	\$230.00
74752 PACE SUPPLY CORP	Material	\$2,817.59
74753 PLANNING PARTNERS INC	Contract Services-Wells	\$526.25
74754 RED WING SHOE STORE	Small Tools	\$1,400.00
74755 REPUBLIC SERVICES 922	Utilities	\$370.92
74756 SAGENT	Contract Services-Other	\$7,233.75
74750 SAGENT 74757 SIMON AND COMPANY INC	Contract Services-Other	\$1,000.00
74758 SMOKE BUSTERS	Repair-Trucks	\$1,000.00
74759 SONITROL	Equipment Rental-Office	\$204.08
	Repair-Trucks	\$204.08
74760 SUPERIOR EQUIPMENT REPAIR		
74761 STATE WATER RESOURCES CONTROL BOARD	-	\$65.00
74762 T MOBILE	Telephone-Wireless	\$646.40
74763 A TEICHERT AND SON INC	Road Base	\$6,540.82
74764 TIAA COMMERCIAL FINANCE INC	Equipment Rental-Office	\$522.59
74765 UNITED RENTALS (NORTH AMERICA) INC	Equipment Rental-Field	\$3,595.62
74766 VERIZON WIRELESS	Telephone-Wireless	\$383.12
74767 WALKERS OFFICE SUPPLIES	Office Expense	\$110.79
74768 WALLACE KUHL & ASSOCIATES INC	Contract Services-Miscellaneous	\$7,972.50
74769 WATER SYSTEMS CONSULTING INC	Contract Services-Wells	\$13,627.95
74770 WEST YOST ASSOCIATES	Contract Services-Engineering	\$5,212.25
74771 WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$14.50
74772 RUEBEN AND RACHEL M JUNKERT	Customer Refund	\$78.48
74773 CITRUS HEIGHTS METHODIST CHURCH	Customer Refund	\$372.14
74774 CAMILLERI LIVING TRUST	Customer Refund	\$175.16
74775 DANIEL OR JENNA L BAKER	Customer Refund	\$24.80
74776 TERRANCE S ERICKSON	Customer Refund	\$640.10
74777 PEGGY M COUGHLIN	Customer Refund	\$42.35
74778 LAWRENCE OR SUSIE PETERSON	Customer Refund	\$30.30
74779 JANICE L SHOEMAKER	Customer Refund	\$44.96
74780 JANICE M BERKENPAS ESTATE	Customer Refund	\$45.78
74781 STACEY A OR TOMMY L BRACAMONTE	Customer Refund	\$207.24
74782 PAUL OR JUDY MCCLISH TRUST	Customer Refund	\$190.78
74783 MARK OR SHARIN PLICHTA	Customer Refund	\$185.56
74784 LAUREL RYAN	Customer Refund	\$24.92
74785 MICHAEL E SWINYER	Customer Refund	\$250.07
74786 PEREZ TWIN TRUST	Customer Refund	\$288.15
74787 GARRETT SCHOLTES	Customer Refund	\$22.07
74788 FRANK AND CAROL HAGEMAN FAMILY TRUS	Customer Refund	\$136.79
74789 KRISTOPHER OR JOY SMITH	Customer Refund	\$47.76
74790 VANESSA ECHAZARRETA	Customer Refund	\$105.97
74791 LINDA OR SAUL GONZALEZ	Customer Refund	\$114.52
74792 BAY TRUST	Customer Refund	\$39.03
74793 ABA DABA RENTALS AND SALES	Supplies-Field	\$223.89
74794 ACWA JPIA	Workers Comp Insurance	\$96.72

<u>CHECK PAYEE</u>	<b>DESCRIPTION</b>	AMOUNT
74795 AIA SERVICES LLC NDS	Tools/Equipment	\$722.00
74796 AK MECHANICAL INC	Contract Services-Other	\$5,338.00
74797 ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reading	\$4,345.73
74798 ALL PHASE CONSTRUCTION INC	Contract Services-Engineering	\$31,214.08
74799 BAKER BURGLAR AND FIRE SYSTEMS	Contract Services-Other	\$400.00
74800 BART RIEBES AUTO PARTS	Repair-Trucks	\$373.11
74801 BLUE JAY TRUCKING INC	Contract Services-Other	\$3,712.50
74802 BSK ASSOCIATES	Water Analysis	\$1,461.00
74803 CD AND POWER	Repair-Equipment/Hardware	\$5,700.00
74804 CDW GOVERNMENT INC	Fixed Assets	\$3,816.83
74805 CITRUS HEIGHTS CHAMBER OF COMMERCE	Professional Development	\$10,000.00
74806 CITRUS HEIGHTS SAW AND MOWER	Repair-Equipment/Hardware	\$1,292.98
74807 CITY OF CITRUS HEIGHTS C/O PROCESSING CE		\$16.00
74808 COMCAST	Equipment Rental-Office	\$93.45
74809 CONSOLIDATED	Telephone-Local/Long Distance	\$2,940.08
74810 CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$218.55
74811 COUNTY OF SACRAMENTO MUNICIPAL SERVI		\$330.50
74812 COUNTY OF SACRAMENTO	Permit Fees	\$133.00
74813 SACRAMENTO COUNTY UTILITIES	Utilities	\$303.80
74814 COUNTY OF SACRAMENTO	Dues & Subscriptions	\$3,774.00
74815 KEITH GRIGGS	Toilet Rebate Program	\$50.00
74816 INTEGRITY ADMINISTRATORS INC	Health Insurance	\$260.80
74817 J4 SYSTEMS	Contract Services-Other	\$9,976.88
74818 DUANE MCLAUGHLIN	Toilet Rebate Program	\$75.00
74819 MOONLIGHT BPO LLC	Contract Services-Bill Print	\$8,301.26
74820 NAVIANT	Maintenance Agreement-Software	\$1,990.00
74821 NINJIO LLC	Dues & Subscriptions	\$130.00
74822 NOR CAL PERLITE INC	Supplies-Field	\$2,483.44
74823 NOR CAL PIPELINE SERVICES	Contract Services-Other	\$2,496.00
74824 PACE SUPPLY CORP	Material	\$10,804.80
74825 PACIFIC GAS & ELECTRIC	Utilities	\$260.36
74826 QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$298.30
74827 RDO EQUIPMENT	Repair-Trucks	\$710.49
74828 RED WING SHOE STORE	Tools/Equipment	\$600.00
74829 REGIONAL GOVERNMENT SERVICES	Contract Services-Other	\$396.48
74830 SAGENT	Contract Services-Other	\$3,363.75
74831 SAN JUAN WATER DISTRICT	Purchased Water	\$736,195.74
74832 LES SCHWAB TIRES	Repair-Trucks	\$903.98
74833 JOHN SIVAK	Toilet Rebate Program	\$150.00
74834 SMUD	Utilities	\$31,474.91
74835 JOHN SPINELLA	Professional Development	\$171.53
74836 HILARY STRAUS	Professional Development	\$430.00
74837 STATE WATER RESOURCES CONTROL BOARD	*	\$105.00
74838 TAK COMMUNICATIONS	Contract Services-Engineering	\$57,479.72
74839 TEE JANITORIAL MAINTENANCE	Janitorial	\$2,989.00
74840 HENLEY PACIFIC LA LLC	Repair/Equipment/Hardware	\$2,989.00
74841 WALKERS OFFICE SUPPLIES	Office Expense	\$13.11
74842 WATERWISE CONSULTING INC	Contract Services-Other	\$650.00
74843 JENNIFER WEST	Toilet Rebate Program	\$150.00
74844 WEX BANK	Gas & Oil	\$3,602.75
74845 HEATHER WILLIAMS	Toilet Rebate ProgRam	\$5,002.75
74846 WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$30.00 \$19.50
	Equipment Remui-Office	φ17.50

CHE	<u>CK PAYEE</u>	<b>DESCRIPTION</b>	AMOUNT
	74847 WOLF CONSULTING	Contract Services-Other	\$2,625.00
	74848 STATE WATER RESOURCES CONTROL BOARI	Dues & Subscriptions	\$105.00
	74849 BAKER BURGLAR AND FIRE SYSTEMS	Contract Services-Other	\$15,500.00
	74850 BEST BEST AND KRIEGER	Legal & Audit	\$18,412.83
	74851 COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$15,925.00
Total			\$1,192,287.64
ACH	ADP 620060502	Contract Services-Financial	\$296.95
ACH	ADP 620505114	Contract Services-Financial	\$398.65
ACH	ADP 620954030	Contract Services-Financial	\$413.15
ACH	ADP 622040915	Contract Services-Financial	\$333.35
ACH	BOW NOVEMBER 2022	Bank Fee	\$1,077.44
ACH	CAL CHOICE JANUARY 2023	Health Insurance	\$39,529.58
ACH	CHASE NOVEMBER 2022	Bank Fee	\$5,353.08
ACH	PRINCIPAL FICA	Health Insurance	\$97.44
ACH	IC 1168-2022-11	Bank Fee	\$7,111.50
ACH	JP MORGAN NOVEMBER 2022	See December Agenda Item CC-9	\$12,096.60
ACH	ICMA 11/23/22 PAYDAY	Deferred Compensation	\$8,814.11
ACH	ICMA 11/30/22 PAYDAY	Deferred Compensation	\$12,109.65
ACH	ICMA 12/21/22 PAYDAY	Deferred Compensation	\$8,947.84
ACH	ICMA 12/8/22 PAYDAY	Deferred Compensation	\$8,947.84
ACH	PRINCIPAL JANUARY 2023	Health Insurance	\$8,633.52
ACH	VALIC 12/8/22 PAYDAY	Deferred Compensation	\$1,232.93
ACH	VALIC12/21/22 PAYDAY	Deferred Compensation	\$1,232.93
ACH	MID AMER 12/6-12/12/22	Employee Paid Insurance	\$273.00
ACH	MID AMER 11/29-12/5/22	Employee Paid Insurance	\$170.00
ACH	PERS 11/23/22 PAYDAY	PERS	\$22,192.46
ACH	PERS 12/8/22 PAYDAY	PERS	\$21,815.41
ACH	VALIC 11/23/22 PAYDAY	Deferred Compensation	\$1,606.80
ACH	VALIC 11/30/22 PAYDAY	Deferred Compensation	\$2,000.00
ACH	VALIC 11/9/22 PAYDAY	Deferred Compensation	\$2,007.61
Total			\$166,691.84

**Grand Total** 

\$1,358,979.48

#### JP Morgan Purchase Card Distributions

Dec-22

Name	Support Services	Tools & Equipment	General Supplies	Dues & bscription	 trict Events ecognition	ofessional velopment	 uipment intenance	Fees & Charges	1	「otal Bill
Shockley	\$ 468.09	\$ 1,284.83	\$ 480.22	\$ 10.00	\$ 1,307.98	\$ 2,301.60			\$	5,852.72
Abaya			\$ 489.85	\$ 3,344.72					\$	3,834.57
Park-Kim				\$ 125.00		\$ 61.71		\$ 77.15	\$	263.86
Cutler					\$ 70.61				\$	70.61
Moore					\$ 617.23	\$ 75.00			\$	692.23
Spiers		\$ 1,707.10			\$ 17.62		\$ 238.65		\$	1,963.37
Straus						\$ 50.00			\$	50.00
Pieri					\$ 211.86				\$	211.86
Nunes			\$ 21.02						\$	21.02
Total Bill	\$ 468.09	\$ 2,991.93	\$ 991.09	\$ 3,479.72	\$ 2,225.30	\$ 2,488.31	\$ 238.65	\$ 77.15	\$	12,960.24

## **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT	:	EMPLOYEE RECOGNITION
STATUS	:	Information Item
REPORT DATE	:	December 20, 2022
PREPARED BY	:	Brittney Moore, Administrative Services Manager/Chief Board Clerk

The following District employees were recognized for perfect attendance during November 2022, and outstanding customer service and quality of work during the month of December 2022.

#### Administrative Services

Name	Attendance	Customer Service	Work Quality
Bryan			Worked outside normal business
Abaya			hours to provide necessary
			software/security updates to
			workstation computers/laptops.
Lea Park-			Coordinated the 2023 budget/rate
Kim			setting presentation to the Board of
			Directors as part of the December
			12 <sup>th</sup> rate hearing.
Dana	Yes		Worked with consultant to identify
Mellado	res		Worked with consultant to identify ACH remittance procedure.
Ivicilado			ACTI termitance procedure.
Brittney			For training newly-appointed
Moore			Management Analyst Kayleigh
1110010			Shepard on Board Clerk, Human
			Resources, including Payroll, and
			other key Administrative Services
			functions.
Kayleigh		Assisted front counter with	Attended and assisted with set up at
Shepard		service orders during planned	the December 12th rate hearing.
		staff outage.	
Beth		Assisted front counter with	
Shockley		service orders during planned	
		staff outage.	

Name	Attendance	Customer Service	Work Quality
Desiree		Customer on Guenivere Way	Worked with consultant to identify
Smith		was having an issue getting	ACH remittance procedure.
		logged into the website and	
		called for assistance. Desiree	
		was able to walk her through	
		using her mobile device, and the	
		customer said Desiree was not	
		only very helpful and patient but	
		also complimented her on the IT	
		support.	

## **Engineering Department**

Name	Attendance	Customer Service	Work Quality
Paul Dietrich	Yes		
Timothy Katkanov		Provided audio/visual support at the December Board Meeting	
Neil Tamagni	Yes		

## **Operations Department**

Name	Attendance	Customer Service	Work Quality
Christopher	Yes		
Bell			
James	Yes		
Buford			
Andrew	Yes		
Callister			
Aaron	Yes		
Cater			
Tim Cutler	Yes		

Name	Attendance	Customer Service	Work Quality
James Ferro		Dec. 22 - 31 / James volunteered to monitor and complete all USAs that came into the District during the December holidays/outside regular work hours.	
<b>T</b> 44			
Jarrett Flink			Dec. 4 / Assisted with an emergency water service replacement on Trajan Dr. 12/27 / Responded to a District facility during a scheduled Office closure to secure a door after a District-owned building was broken into.
Brandon Goad	Yes		<ul> <li>Dec. 4 / Assisted with an emergency water service replacement on Trajan Dr.</li> <li>Dec. 9 / Assisted with emergency blow off repair caused by FD on Kenneth Ave.</li> <li>12/27 / Responded to a District facility during a scheduled Office closure to secure a door after a District-owned building was broken into.</li> </ul>
Brian Hensley	Yes		For working with an HVAC vendor to trouble-shoot, leading to a solution, of persistent HVAC issues in the Administration building.
Ricky Kelly	Yes		Dec. 4 / Assisted with an emergency water service replacement on Trajan Dr.
L N	V		
Jace Nunes	Yes		

AGENDA ITEM: CC-11

	DISTRICT STAF	EIGHTS WATER DISTRIC F REPORT TO BOARD OF DIRECTO NUARY 18, 2023 MEETING			
SUBJECT STATUS REPORT DATE PREPARED BY	: LONG RANGE AGENDA : Consent/Information Item : January 9, 2023 : Brittney Moore, Administrative Services Manager	/Chief Board Clerk			
<b>OBJECTIVE:</b> Listed below is the	e current Long Range Agenda.			S CC P B PH CL	study Session Consent Calendar Presentation Business Public Hearing Closed Session
	CITRUS HEIGI	ITS WATER DISTRICT LONG RANGE AGENDA			
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION February 15, 2023	ASSIGNED	AGENDA TYPE	AGENDA ITEM
			Mana	сс	
February 15, 2023		Resolution Nominating David Wheaton to ACWA JPIA EC	Moore		A
February 15, 2023		Strategic Plan Update/2023 Strategic Plan Preview	Moore	SS	I/D I/D
February 15, 2023		Legislative updates for Hybrid Meetings	Moore/Nelson	ss	-
February 15, 2023 February 15, 2023	Annual	Investment Support Services Investment of District Funds/Policy 6300 Review/Update	Urrutia/Finance Staff Urrutia/Finance Staff/General	B	A
February 13, 2023	Aunuar	March 15, 2023	Counsel	в	л
		April 19, 2023			
April 19, 2023		Records Retention Update	Мооге	сс	I/D
April 19, 2023		2023 Strategic Plan Update	Moore	сс	I/D
•		May 17, 2023			
May 17, 2023		Annual Comprehensive Financial Report	Finance Staff	сс	I/D
May 17. 2023	Annual	Poster Contest Presentation	Scott/Nunes	Р	I/D
		June 21, 2023			
June 21, 2023	Annual	Status of Finance Corporation	Finance Staff	в	A
June 21, 2023	Annual	Sacramento/Placer Counties Tax Assessment	Finance Staff	сс	А
June 21, 2023	Annual	Conflict of Interest	Moore	В	А
		JULY - SUMMER RECESS			
		August 16, 2023			
August 16, 2023		2024 Strategic Plan Approval	Moore	СС	А
August 16, 2023		2024 Budget Workshop	Finance Staff	Р	I/D

## **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT: ENGINEERING DEPARTMENT REPORTSTATUS: Information ItemREPORT DATE: January 5, 2023PREPARED 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 - Pipeline Condition Assessment	Engineering	Director of Engineering and Project Manager	Yes, updates as necessary	Yes	Pipeline Condition Assessment	Phase 2 of Segment 1 Transmission Main condition assessment in progress. 50% Complete.
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.	Pre-Architectural Alternatives Analysis underway. Space Needs Assessment in progress.

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 - Walnut Drive Water Service Project	Engineering	Project Manager and Assistant Engineer	No	Yes	2021 design, 2022 construction.	4 of 5 easements acquired. Construction in progress by Operations. 90% Complete.
CAPITAL IMPROVEMENT PROJECT - Madison Ave & Dewey Dr Water Main	Engineering	Project Manager and Senior Construction Inspector	Yes, 09/28/22 (Award of Contract)	Yes	2022 design, 2022 construction.	Easement received and recorded. Construction 100% complete. Project closeout underway.
CAPITAL IMPROVEMENT PROJECT - 7515 Greenback Lane Building Demolition	Engineering	Project Manager and Assistant Engineer	Yes	Yes	2022 design, 2023 construction.	Demolition plans complete. Air Quality permit in process. City of Citrus Heights permit pending. Agreement being executed with contractor. Demolition expected in 2023.

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.	<ul> <li>Project re-started on 07/14/20. Water portion 99% Complete.</li> <li>CHWD sent conditional project acceptance on 01/12/22.</li> <li>Finalizing access road construction.</li> </ul>
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. All fees paid. Construction 90% Complete.
PRIVATE DEVELOPMENT 12057 Fair Oaks Blvd Fair Oaks Senior Apartments	Engineering	Senior Construction Inspector, 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. Construction 90% 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 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.	Plan check fees paid 04/13/21. Plans signed 06/07/22. Awaiting payment of fee balance.
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. New will serve letter sent on 10/17/22.
PRIVATE DEVELOPMENT 5425 Sunrise Blvd Sunrise Village Phase 2	Engineering	Director of Engineering and Assistant Engineer	No	No	Partial redevelopment of Sunrise Village.	Plans signed on 07/21/22. Construction 75% complete.
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. Punchlist provided to contractor. 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 Livoti Development	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Six Parcel Subdivision.	All fees paid. Plans signed on 11/09/21. Construction 75% complete.
PRIVATE DEVELOPMENT 7951 Antelope Rd American River Collegiate Academy	Engineering	Director of Engineering and Assistant Engineer	No	No	Commercial Development.	Awaiting payment of fees. Final submittal approved. District awaiting to sign plans.
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. District approved plans on 01/24/22. Awaiting construction.
PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments	Engineering	Director of Engineering and Assistant Engineer	No	No	Proposed apartments.	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 7078 Auburn Blvd Auburn Heights Townhomes	Engineering	Senior Construction Engineer and Assistant Engineer	No	No	8 Townhomes on undeveloped property.	Water construction 100% complete. Project closeout in progress.
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	Plan check fees paid 6/2022. Plans signed on 6/21/22. Awaiting remaining fees and construction.
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.
PRIVATE DEVELOPMENT 7830 Macy Plaza Dr CSL Plasma	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	Tenant Improvements for a medical office.	Water construction 100% complete. Project closeout 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 7527 Linden Ave Multi-duplex	Engineering	Senior Construction Inspector and Assistant Engineer	No	No	3 duplex complex.	Revised plans approved on 10/26/22. All fees paid on 10/26/22. Pre-construction meeting occurred on 11/07/22.
PRIVATE DEVELOPMENT 8207 Oak Ave Parcel Split, Annexation & Single Family Home	Engineering	Director of Engineering and Assistant Engineer	Yes, Inclusion approved by Board on 05/18/22.	No	Parcel Split, Annexation & 2 single family homes.	Plan check fees paid. Annexation/Inclusion fees paid and approved by Board on 05/18/22. Plans signed on 08/02/22. Awaiting payment of fee balance and construction.
PRIVATE DEVELOPMENT 8099 Greenback Ln Citrus Heights Pet Hospital	Engineering	Director of Engineering and Assistant Engineer	No	No	Tenant Improvements of Pet Hospital.	CHWD provided submittal comments on 10/26/22. Awaiting resubmittal.

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 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 & City finalizing cost estimate to prepare a revised Cost Liability. Awaiting final submittal.
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.	Construction in progress. Coordinating with the City on portion of bike trail through District easement.
CITY OF CITRUS HEIGHTS PROJECT San Juan Ave (Madison Ave to Spicer) Road Improvements	Engineering	Director of Engineering and Assistant Engineer	No	No	City of Citrus Heights Road Improvements	City finalizing plans. District and City coordinating Cost Liability.
COUNTY OF SACRAMENTO AC Overlay Project SACOG 2022 Phase 1 to 3	Engineering	Director of Engineering and Assistant Engineer	No	No	County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Ave.	Received first submittal on 04/20/22. District provided comments on 05/24/22. Cost Liability letter was sent to the County.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
District-wide Easement Project (Phase 4)	Engineering	Director of Engineering, Project Manager and Assistant Engineer	Yes	Yes	Obtaining easements for District-owned facilities.	Begin Phase 4 in 2023.

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

# SUBJECT STATUS REPORT DATE PREPARED BY

- : OPERATIONS DEPARTMENT REPORT
- : January 4, 2023

: Information Item

: Tim Cutler, Water Distribution Supervisor

Rebecca Scott, Director of Operations

Facilities Maintenance			<b>CIP Projects</b>			
	Complet	ted WO's		Completed WO's		
	Dec	2022		Dec	2022	
Backflow Maintenance	0	0	C22-010 Water Mainline	0	2	
Blow Off Maintenance	0	3	C22-011 Water Valves	1	20	
Hydrant Maintenance	57	625	C22-012 Water Services	13	349	
Leak Investigation	0	1	C22-013 Water Meters	5	101	
Mainline Repair/Maintenance	1	6	C22-014 Fire Hydrants	2	16	
Meter Box Maintenance	1	35	C22-103 Pot Hole Main	0	1	
Meter Register Replacement	49	476	TOTAL	21	489	
Meter Repair/ Test/Maintenance	0	123	Water Quality			
Pot Hole Work	0	2	Water Analysis Report: Bacteriological testing met all California Department of Public Heal requirements. 72 samples were collected with positive results.			
Water Service Repair/Locate	0	7				
Valve, Mainline Maintenance	76	1,182				
Valve Box Maintenance	0	7				
TOTAL	184	2,467				

PREPAREI OBJECTI Monthly w data is incl Month 2	DATE ED BY TIVE: water s cluded	upply rep for refere	: Informa : January : Brian M : Rebecc	ation Iten 75, 2023 4. Hensle a Scott, I	n ey, Water Director o	Resourc	es Superv		UCED							
Monthly w data is incl Month	water s	for refere	-	•												
Month	2013			is the ba	-		<b>OBJECTIVE:</b> 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.									
Jan		<b>2013</b> 2017 2018 2019 2020 2021 2022						Year-to-I Comparie to 2013 acre feet	son							
	602.52	506.81	531.38	520.86	519.03	575.54		196.08	528.73	528.73	-73.79	-12.2%				
	606.36 819.55	443.99 546.60	525.73 540.78	447.48 516.87	589.8 654.31	485.17 601.02		281.61 295.49	605.17 774.74	1,133.90 1,908.64	-74.98 -119.79	-6.2% -5.9%				
1	1,029.73 1,603.43	575.52 1,138.72	646.09 1,072.27	682.90 977.41	767.24 1,168.99	1,001.96 1,277.33		153.35 100.77	763.83 1,133.06	2,672.47 3,805.53	-385.69 -856.06	-12.6% -18.4%				
Jun 1,	1,816.73	1,412.94	1,387.03	1,328.07	1,475.82	1,541.32	1,288.62	0.00	1,288.62	5,094.15	-1,384.17	-21.4%				
	2,059.21 1,924.28	1,650.76 1,570.80	1,737.13 1,583.78	1,582.40 1,603.36	1,682.83 1,660.59	1,643.73 1,538.76		713.28 511.96	1,536.69 1,461.15	6,630.84 8,091.99	-1,906.69 -2,369.82	-22.3% -22.7%				
1	1,509.82	1,441.76	1,330.19	1,297.12	1,381.14	1,333.29	610.20	618.29	1,228.49	9,320.48	-2,651.15	-22.1%				
	1,297.42 911.55	1,128.97 631.55	1,061.88 807.7	1,083.17 839.06	1,185.00 779.34	972.09 576.37		617.99 54.39		10,386.47 11,023.72	-2,882.58 -3,156.88	-21.7% -22.3%				
Dec	700.94	574.43	558.97	548.17	620.34	536.97	487.85	54.08	541.93	11,565.65	-3,315.89	-22.3%				
Total 14,8 % of Total	,881.54	11,622.85	11,782.93	11,426.87	12,484.43	12,083.55	7,968.36 68.90%	3,597.29 31.10%	11,565.65	11,565.65						

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT	:	WATER SUPPLY RELIABILITY
STATUS	:	Information Item
REPORT DATE	:	January 5, 2023
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 January 1, 2023, storage in Folsom Lake (Lake) was at 614,188 acre-feet, 63 percent of the total capacity of 977,000 acre-feet. This represents an increase in storage of 367,641 acre-feet in the past month.

The District's total water use during December 2022 (541.93 acre-feet) was 23 percent below that of December 2013 (700.94 acre-feet). Total annual water use for 2022 (11,565.65)was 4 percent below that of 2021 (12,083.55).

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.

### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

STATUS : REPORT DATE :	WATER EFFICIENCY & SAFETY PROGRAM UPDATE Information Item January 9, 2023 Jace Nunes, Management Analyst
PREPARED BY :	Jace Nunes, Management Analyst 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 2022 included:
  - Four High Efficiency Toilet (HET) rebates were processed.
  - o Three High Efficiency Clothes Washer (HECW) rebates were processed.
  - Two smart irrigation controllers were installed for customers.
- No Pressure Reducing Valve (PRV) rebates were issued.
- Fourteen reports of water waste were received in December. Staff continues reaching out to customers concerning water waste violations and leak notifications.
- Recordings for the District's last two WaterSmart classes for 2022 have been uploaded to YouTube. After three months on YouTube, the classes have reached a combined 117 views. WaterSmart classes from 2021 to present are archived on CHWD's website and on YouTube, where they can be viewed any time. The 2023 WaterSmart class lineup is below:

Date	Title	Format
Saturday, March 18	Spring into Seasonal Vegetable Gardening	In-person at the Sylvan Ranch
		Community Garden (SRCG)
Tuesday, April 18	From Greywater to Green Garden: How to	Webinar
	Reuse Your Home's Water to Help Your	
	Garden Thrive	
Thursday, May 11	Colossal Compost, Miracle Mulch,	Webinar
	Spectacular Soil	
Saturday, Sept 9	Get in Line with Drip Irrigation	In-person at the SRCG
Wednesday, Sept 13	Plant into the Hydrozones for Healthy	Webinar
	Plants and Water Savings	

• 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 dedicated webpage for the garden, chwd.org/garden, is now live. The website allows viewers to see detailed information about each plant in the District's plots, and create a customized plant list for their own residence.

The following table summarizes the Residential Gallons Per Capita Per Day (R-GPCD) values for CHWD for 2022:

Month	R-GPCD 2021	R-GPCD 2022	% CHANGE
January	84	75	-10%
February	78	85	+8%
March	88	111	+26%
April	135	113	-17%
May	169	162	- 4.2%
June	172	190	+10%
July	230	219	-4.5%
August	187	209	+11.4%
September	178	156	-9%
October	118	135	+14%
November	80	84	+6%
December	65	65*	0%

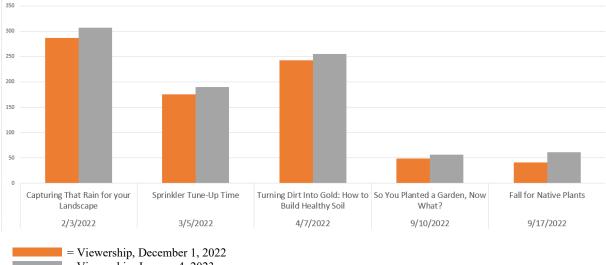
\*Preliminary number as of the report date

The following table summarizes the service requests and work orders of Water Efficiency staff for December 2022:

Work Orders	Dec 2022	Dec 2021
CHANGE TOUCH-READ TO	0	0
RADIO READ		
CONVERT TO RADIO-READ	1	3
METER		
METER BOX	1	1
MAINTENANCE		
METER REPAIR	0	0
METER REPLACEMENT	1	0
METER TESTING	0	0
REGISTER REPLACEMENT	30	12
RADIO-READ REGISTER	17	7
REPLACEMENT		
INSTALL METER	5	18
TOTAL	55	41

Service Requests	Dec 2022	Dec 2021
CONSERVATION	14	14
REQUEST		
CHECK FOR LEAK	0	1
UNABLE TO OBTAIN	56	45
METER READ		
TRIM SHRUBS	3	6
METER BURIED	20	29
METER MAINT.	8	28
LOCKED GATE	5	2
RE-READ METER	54	13
READ METER	0	0
METER BOX MAINT.	2	0
MOVE-IN/MOVE-OUT	3	21
CAR OVER METER	8	11
TOTAL	173	170

# 2022 WaterSmart Class Viewership



= Viewership, January 4, 2023

DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO APPROVE AN UPDATE TO DISTRICT POLICY 4101.A2 OTHER COMPENSATION
STATUS	: Action Item
<b>REPORT DATE</b>	: January 12, 2023
PREPARED BY	: Brittney Moore, Administrative Services Manager/Chief Board Clerk

# **OBJECTIVE**:

Consider amending District Policy No. 4101.A2 <u>Other Compensation</u>, to include Certification pay for Water Use Efficiency Practitioners, Backflow Certification, and Cross Connection Certification; to be effective as of January 16, 2023.

# **BACKGROUND AND ANALYSIS:**

District Human Resources Policy No. 4101.A2 <u>Other Compensation</u> provides the amounts that Regular Employees are compensated for certification as a Water Distribution System and/or Water Treatment Operator.

In reviewing the District's active job descriptions, it was identified that three additional certification categories held by employees, are not included in Policy No. 4101.A2. Water Resources positions require Backflow and Cross Connection certifications; and for active Water Efficiency and related positions the Water Use Efficiency Practitioner certification is required or strongly preferred.

Similar to Water Distribution and Treatment certifications, obtaining the additional certifications referenced above requires rigorous examinations, continuing education units (CEU's) and multiple renewal steps to remain in active status.

- Backflow Certification (CA/NV AWWA: requires an exam AND hands-on test every 3 years)
- Cross Connection Certification (requires an initial exam & CEUs to maintain)
- Water Use Efficiency Practitioner (WUEP) Grades 1-3 (CA/NV AWWA: requires an initial exam & CEUs to maintain)

As the District currently provides "Other Compensation" for the Distribution and Treatment certifications staff recommends certification compensation be made consistent by updating Policy 4101.A2 to include pay for additional certifications named above.

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

Amend District Policy No. 4101.A2 Other Compensation to include Certification pay for Water Use Efficiency Practitioners, Backflow Certification, and Cross Connection Certification.

ATTACHMENT: Proposed Policy No. 4101.A2 – Other Compensation

# ACTION:

, Seconded by Director , Carried	Moved by Director	, Seconde	d by Director	, (	Carried
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# Attachment 4101.A2 OTHER COMPENSATION ADOPTED\_JANUARY 18DECEMBER 21, 20232

4101.A2.01 Regular Employees

In addition to salary compensation received, FLSA (Fair Labor Standards Act) exempt, who are not department heads (Senior Management), and non-exempt Regular Employees (see Policy 4001) are authorized to receive the following compensation:

Certified California State Water Distribution System Operators (see Policy 4401)

Grade D1	\$20.00/month
Grade D2	\$40.00/month
Grade D3	\$60.00/month
Grade D4	\$80.00/month
Grade D5	\$100.00/month

#### Certified California State Water Treatment Operators (see Policy 4401)

 Grade T1
 \$20.00/month

 Grade T2
 \$40.00/month

 Grade T3
 \$60.00/month

 Grade T4
 \$80.00/month

 Grade T5
 \$100.00/month

American Water Works Association California-Nevada Section Certifications

Backflow Prevention	n Assembly Tester	r \$20.00/month
Cross Connection S	pecialist -	\$20.00/month

Certified California Water Use Efficiency Practitioner

Grade	1	\$20.00/month
Grade	2	\$40.00/month
Grade	3	\$60.00/month

Standby Duty (see Policy 4120)

Regular Work Days	\$44.00/day
Friday	\$108.00/day
Saturday	\$108.00day
Sunday	\$108.00/day
District Holiday	\$44.00/day

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#### 4101.A2.04 Out-Of-Class Pay

At times, the District needs to temporarily assign an existing employee to perform a more complex level of work or additional work in a higher, equivalent or subordinate position. This need may arise due to a vacancy created by an extended leave, resignation or retirement. In order to qualify for Out-of-Class Pay, an employee must be assigned in writing by the General Manager or General Manager's Designee to perform the duties of another job classification due to a temporary vacancy extending for a period of more than eight (8) consecutive working days, holidays excluded. Assigned employees will be compensated at a five percent (5%) increase of their current hourly rate of pay in recognition of the increased responsibilities and additional workload. This Out-of-Class rate of pay increase is temporary in nature and will remain in effect until the assignment is complete. The maximum duration of the temporary assignment is one year. If the need arises to extend the assignment past one year, written justification must be provided by the General Manager and filed in the employee's personnel file. This written justification must include the completion date of the temporary assignment. This Policy section pertains to all positions that report to and/or are subordinate to the General Manager.

#### 4101.A2.05 Personal Cellular Telephone Reimbursement

Exempt employees, including District Department Managers and Supervisors, will receive a monthly stipend in the amount of \$49 to use District sanctioned personal cellular telephones. This stipend will be paid through payroll quarterly. If an employee obtains or currently has a plan that exceeds the monthly stipend, Citrus Heights Water District will not be liable for the cost difference. The device remains the property of the employee, who is responsible for all repairs or replacement of the device.

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#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT	: RESOLUTION COMMENDING PAUL DIETRICH FOR SERVICE TO THE CITRUS HEIGHTS WATER DISTRICT (CHWD)
STATUS REPORT DATE	: Action Item : January 9, 2023
PREPARED BY	: Missy Pieri, Director of Engineering Hilary Straus, General Manager

#### **OBJECTIVE**:

Consider adoption of Resolution No. 01-2023 Commending Paul Dietrich for his service to the District.

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

Project Manager, Paul Dietrich is retiring from the District on January 26, 2023 after providing over thirtysix (36) years of service to CHWD.

A Resolution acknowledging and commending Paul's service is presented for the Board's consideration.

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

Adopt Resolution No. 01-2023 Commending Paul Dietrich for service to the Citrus Heights Water District.

#### **ATTACHMENT:**

Resolution No. 01-2023 Commending Paul Dietrich for his service to the District

#### ACTION:

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

### CITRUS HEIGHTS WATER DISTRICT RESOLUTION NO. 01-2023 RESOLUTION OF THE BOARD OF DIRECTORS OF CITRUS HEIGHTS WATER DISTRICT COMMENDING PAUL A. DIETRICH FOR OUTSTANDING SERVICE

WHEREAS, Paul A. Dietrich began his career with Citrus Heights Water District (CHWD or District) as an Engineering Technician on October 1, 1986, and was promoted to Senior Engineering Technician on October 1, 1998, and thereafter Project Manager on April 2, 2012 where he managed the Engineering Department for over 10 years; and

WHEREAS, during Paul A. Dietrich's thirty six year career with the District, he has been an outstanding employee for the District, providing exceptional service and value to customers and employees through many noteworthy accomplishments such as contributing to hundreds of developer-installed infrastructure projects, developing District engineering standard details, converting the District's infrastructure map to a digital, interactive format; and participation in the District's Project 2030 Study; and

WHEREAS, during Paul A. Dietrich's career with the District he played a leadership role in the planning, contracting, management, and inspection of countless District water main replacement and installation projects totaling many million dollars in value to the District's water distribution system; and

WHEREAS, Paul A. Dietrich has been an exemplary representative of the District, which includes being on the Board of Directors for the Sacramento Area Water Works Association for a four-year term and serving as President (2011); and

WHEREAS, Paul A. Dietrich has shown leadership in mentoring and providing professional development opportunities for up-and-coming professional staff, and assisted greatly in succession planning within CHWD's Engineering Department; and

WHEREAS, Paul A. Dietrich's personal work ethic, leadership and dedication to fulfilling the mission of the District has earned him the respect of Directors, two General Managers, co-workers, public agency peers, consultants, and the gratitude of customers and contractors he has interacted with throughout his career with the District; and

WHEREAS, Paul A. Dietrich is retiring from Citrus Heights Water District on January 26, 2023 with more than thirty-six years of dedicated service.

THEREFORE BE IT RESOLVED that the Board of Directors of the Citrus Heights Water District does hereby commend Paul A. Dietrich for his dedication and outstanding service to the Citrus Heights Water District and extends best wishes for many years filled with happiness and good health during his retirement.

PASSED AND ADOPTED by the Board of Directors of the CITRUS HEIGHTS WATER DISTRICT this 18<sup>th</sup> day of January, 2023 by the following vote, to-wit:

AYES:Directors:NOES:Directors:ABSTAIN:Directors:ABSENT:Directors:

RAY RIEHLE, President Board of Directors Citrus Heights Water District ATTEST:

SEAL

BRITTNEY MOORE, Chief Board Clerk

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

: UPDATE TO 2023 APPOINTMENTS OF BOARD REPRESENTATIVES AND ALTERNATES
: Action Item
: January 11, 2023
: Brittney Moore, Administrative Services Manager/Chief Board Clerk

### **OBJECTIVE**:

Consider one update to appointment of members of the Board of Directors, Officers or staff to serve as District representatives to various organizations.

# BACKGROUND AND ANALYSIS:

#### Appointment of Representatives

In December, the Board of Directors appointed its Members, Officers, or staff to serve as District representatives and/or alternates to various organizations as follows:

2023 Worksheet			
Organization		Representative	Alternate
Association of California Water Agencies	Director	David C. Wheaton	Raymond A. Riehle
Joint Powers Insurance Authority (ACWA/JPIA)	Staff	Brittney Moore	Kayleigh Shepard
Association of California Water Agencies (ACWA) Region 4		Caryl F. Sheehan	David C. Wheaton
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Lea Park-Kim	Brittney Moore
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary Straus	Rebecca Scott
Sacramento Groundwater Authority (SGA)*		Caryl F. Sheehan	David C. Wheaton
Sacramento Water Forum		Rebecca Scott	Jace Nunes

\*Changes must be confirmed by City of Citrus Heights

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

Update the Regional Water Authority Director Representative and Alternate Director Representative as noted below:

2023 Worksheet—Updated			
Organization		Representative	Alternate
Association of California Water Agencies	Director	David C. Wheaton	Raymond A. Riehle
Joint Powers Insurance Authority (ACWA/JPIA)	Staff	Brittney Moore	Kayleigh Shepard
Association of California Water Agencies (ACWA) Region 4		Caryl F. Sheehan	David C. Wheaton
Citrus Heights Regional Chamber of Commerce Government Issues Committee		Lea Park-Kim	Brittney Moore
San Juan Family of Agencies	Director	Raymond A. Riehle	Caryl F. Sheehan
	Staff	Hilary Straus	General Manager Appointee Based on Issue
Regional Water Authority (RWA)	Director	Caryl F. Sheehan	Raymond A. Riehle
	Staff	Hilary Straus	Rebecca Scott
Sacramento Groundwater Authority (SGA)*		Caryl F. Sheehan	Raymond A. Riehle
Sacramento Water Forum		Rebecca Scott	Jace Nunes

\*Changes must be confirmed by City of Citrus Heights

# ACTION:

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

### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 REGULAR MEETING

SUBJECT	: DISCUSSION AND POSSIBLE ACTION TO EXTEND RESOLUTION 07-2021 AUTHORIZING REMOTE PUBLIC MEETINGS
	<ul> <li>Action Item</li> <li>January 9, 2023</li> <li>Brittney Moore, Administrative Services Manager/Chief Board Clerk Joshua Nelson, Assistant General Counsel</li> </ul>

# **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. AB 361 was incorporated into the recently adopted AB 2449, which took effect on January 1, 2023.<sup>1</sup>

On October 17, 2022, the Governor announced that the COVID State of Emergency will end on February 28, 2023. AB 361 was originally scheduled to sunset by its own provisions on January 1, 2024; however, with the Governor's recent announcement, agencies will no longer have the authority to hold virtual meetings under AB 361 after February 28, 2023.

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, December 15, 2021, January 19, 2022, and March 16, 2022 Regular Meetings, and at the February 22, 2022 Special Meeting. The Board approved additional extensions of Resolution 07-2021 at its April 20, 2022, May 18, 2022, June 15, 2022, August 17, 2022, September 28, 2022, October 19, 2022, November 16, 2022 and December 21, 2022 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

<sup>&</sup>lt;sup>1</sup> This staff report continues to refer to AB 361 given the Board's familiarity with the legislation. However, AB 2449 is the currently operative law.

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 through February 28, 2023, staff recommends the Board extend Resolution 07-2021 by motion. If the Governor opts to postpone lifting the state of emergency, this Resolution may return to the Board as a monthly consent calendar item while there is a declared state of emergency, or until state and local orders and recommendations aimed at containing Monkeypox and the COVID-19 virus are rescinded.

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

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

# ATTACHMENT:

Resolution No. 07-2021 Resolution of the Board of Directors of the Citrus Heights Water District Authorizing Remote Public Meetings

# 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. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Remote Teleconference Meetings</u>: 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. <u>Extension by Motion</u>. 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

# DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 MEETING

SUBJECT	: CAPITAL IMPROVEMENT PROGRAM UPDATE
STATUS	: Information Item
REPORT DATE	: January 5, 2023
PREPARED BY	: Missy Pieri, Director of Engineering/District Engineer
REPORT DATE	: January 5, 2023

Staff will provide a presentation and give a summary of the 2022 Capital Improvement Program and provide an overview of the 2023 Capital Improvement Program.

### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS **JANUARY 18, 2023 MEETING**

SUBJECT	:	DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SDI PRESENCE FOR INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES
STATUS	:	Action Item
REPORT DATE	:	January 04, 2023
PREPARED BY	:	Bryan Abaya, Principal Information Technology Analyst Carlos Urrutia, Interim Director of Finance and Administrative Services

# **OBJECTIVE**:

Consider approval of a professional services agreement with SDI Presence for Information Technology support services focused on cybersecurity.

# **BACKGROUND AND ANALYSIS:**

The District currently contracts with J4 Systems as its primary IT managed services provider to back-up District IT staff with server and network maintenance, special projects, to address peak workload and fillin due to staff outages, including off-site trainings.

With the prospect of ongoing cyber threats, especially to utility providers, an IT support services firm with extensive resources, expertise, and experience in countering such threats is necessary. Cyber-attacks against agencies comparable to CHWD result in loss of service to customers, and agencies incurring hard costs (labor and materials-e.g., hardware, software, IT support services technicians, and public relations costs), soft costs (agency staff time) and opportunity costs (diverting an organizations' resources to restoring operations and services versus providing more productive internal/external services).

SDI Presence has been selected by a panel of CHWD staff from a group of eight (8) proposals with merit given to SDI's expertise, availability, references, and pricing. SDI Presence will serve as a back-up IT services provider to the District as required.

As is the case with several support services provided to CHWD, this master services agreement will be based on task orders issued when work is required. Task orders may be based on an hourly billable or project budget (i.e., defined scope, schedule and budget) cost method based upon the nature of work required. Funding for IT support services, including cyber-security services that will be provided under this agreement is included in the 2023 CHWD operations budget.

# **RECOMMENDATION:**

Approve the Professional Services Agreement accompanying this report.

# **ATTACHMENT:**

Professional Services Agreement with SDI Presence

# **ACTION:**

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

# CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR SDI PRESENCE, LLC.

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 31st day of January 2023, by and between the Citrus Heights Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, CA 95610 ("District") and SDI Presence LLC, a Delaware limited liability company with its principal place of business at 6829 Fair Oaks Blvd., Suite 100, Carmichael, California, 95608 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### 2. RECITALS.

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

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

2.3 <u>Project</u>. District desires to engage Consultant to render such services on an annual or on-call basis. Services shall be ordered by Task Order(s) to be issued 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.

<u>3.1.1 General Scope of Services</u>. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work, on an annual or on-call basis, as necessary to fully and adequately supply the professional human resources and related consulting services necessary for the Project ("Services"). The types of Services to be provided are generally described in Exhibit "A," attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Order issued by the District's General Manager or designee. No Service

shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

<u>3.1.2</u> Term. The term of this Agreement shall be from January 31<sup>st</sup>, 2023 until terminated as provided herein. Consultant shall meet any other established schedules and deadlines set forth in the applicable Task Order. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

#### 3.2 <u>Responsibilities of Consultant</u>.

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

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

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

#### 3.2.4 <u>RESERVED</u>.

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

3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates Kris Head, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 <u>Laws and Regulations</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local

regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

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

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

(A) <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): professional liability or Errors and Omissions insurance appropriate to its profession.

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

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

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

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

(D) <u>Professional Liability (Errors and Omissions)</u>. At all times during the performance of the work under this Agreement the Consultant 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. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(i) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Agency may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:

> (1) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Consultant.

(E) The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Consultant; or 2— the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.

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

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

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

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

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

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

### 3.3 <u>Fees and Payments</u>.

3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C," attached hereto and incorporated herein by reference. It is understood that periodically Consultant will propose an update to the billable rates included in Exhibit C. However, the District must agree to the proposed change in rates before the rates are to be implemented under this Agreement. Consultant must provide the District at least forty-five (45 days) notice to any change in rates to the District. The total compensation per Task Order shall be set forth in the relevant Task Order, and Consultant shall be compensated in one of two billable methods: a) Time and Materials/Hourly Billable; or b) Project Basis/Not-to Exceed (NTE) amount. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant per Task Order. The invoice shall reference the relevant Task Order and describe the nature of Services performed and supplies consumed during the billing period. District shall, within forty-five (45) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized under each Task Release or otherwise in writing by District.

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

3.3.5 <u>Prevailing Wages</u>. Consultant is aware of the requirements of California Labor Code Sections 1720 <u>et seq.</u>, and 1770 <u>et seq.</u>, as well as California Code of Regulations, Title 8, Section 16000 <u>et seq.</u>, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall obtain a copy of the prevailing rates of per diem

wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

# 3.4 Accounting Records.

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

# 3.5 <u>General Provisions</u>.

# 3.5.1 <u>Termination of Agreement</u>.

3.5.1.1 <u>Grounds for Termination</u>. 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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation.

3.5.1.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3. <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.

3.5.2 <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:

<u>District</u>	<u>Consultant</u>
Citrus Heights Water District	SDI Presence, LLC
P.O. Box 286	6829 Fair Oaks Blvd., Suite 100,
Citrus Heights, CA 95611	Carmichael, CA 95608
Attn: General Manager	

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

#### 3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans,

procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not

connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.5.4 <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.

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

3.5.6 <u>Indemnification</u>.

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

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

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

3.5.9 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.

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

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

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

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

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

3.5.15 <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.

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

3.5.17 <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.

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

#### 3.5.19 Equal Opportunity Employment. Consultant represents that it is an

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

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

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

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

[Signatures on Following Page]

## SIGNATURE PAGE TO CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT FOR SUPPORT SERVICES

### CITRUS HEIGHTS WATER DISTRICT

SDI PRESENCE, LLC

By:

Hilary M. Straus General Manager By:

Kris Head Delivery Executive

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

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

## EXHIBIT

### "A"

#### SCOPE OF SERVICES

The anticipated services will include but are not limited to the following:

#### Task 1 - Provide backup support to the District's computers and network's security

This task is to maintain the integrity of the District's network infrastructure and ensure that it is kept in a state that provides maximum security for District staff to perform their job duties that involve utilizing the District's IT assets.

Specific activities include:

- LAN/WAN/vLAN switch and router security hardening
- Monitoring/Alerting server, workstations, and network security
- Root cause analysis
- Anti-Virus monitoring, updates, and threat remediation
- Perform annual cybersecurity review and audit

• Administer and maintain the District's network to ensure protection from malicious activities coming in/out of the District's IT network infrastructure. Respond to all user support requests pertaining to cybersecurity concerns, especially with regards to perceived threats.

• Provide cybersecurity on-call support on a 24/7 basis (indicate if a surcharge would apply for after-hours support) and/or during District personnel outage. "After-Hours Support" is defined as hours from 5:31pm to 6:59am PT.

• Onsite support staff must have passed a background check. Firms may be asked to provide proof of background checks.

#### Task 2 – Special Projects

On an "as needed basis" assist the District with special IT related projects.

Specific activities include:

- Infrastructure replacements and updates in accordance with District IT replacement policies
- New technology consultations
- Strategic planning and other IT consulting related services

### EXHIBIT

"В"

#### SAMPLE TASK ORDER FORM

## TASK ORDER

Task Order No. (YEAR - ##)

Contract: Agreement for [Contract Name] with Citrus Heights Water District

Consultant: [Consultant Name]

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

[Insert description of services to be provided]

List any attachments: (Please provide if any.)

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

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

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

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

Citrus Heights Water District

Dated:

Consultant

Dated:

By: \_\_\_\_\_By: \_\_\_\_\_"C"

## **CITRUS HEIGHTS WATER DISTRICT**

#### DISTRICT STAFF REPORT TO BOARD OF DIRECTORS JANUARY 18, 2023 MEETING

SUBJECT	: SALARY ADJUSTMENT FOR GENERAL MANAGER	
STATUS	: Action Item	
REPORT DATE	: January 10, 2023	
PREPARED BY	: Brittney Moore, Administrative Services Manager	
	Pat West, Principal, Pat West, LLC	

### **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.

Consistent with past practice and based on the annual evaluation process described above, the Board last awarded a salary adjustment for the General Manager at its January 19, 2022 Regular Board Meeting, which was effective during the first pay period of 2022.

The General Manager has received an overall performance rating of *Commendable Plus* for the 2022 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 Cost of Living Adjustment (COLA), merit-based salary adjustment and rewards and recognition pay for the 2022 evaluation period is consistent with past practice. If approved, the salary information shown below will be effective with the first full pay period of 2023, which began January 2, 2023.

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

	Base Salary	Adjusted Base
Salary Adjustment:	\$106.18 Hourly	\$113.79 Hourly

One-time Rewards and Recognition Pay: \$1,975.00

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

Approve the proposed salary adjustments for the General Manager.

## **ATTACHMENTS:**

- 1. Policy No. 4103 Salary Merit Adjustments
- 2. Policy No. 4105 Employee Recognition and Rewards Program
- 3. 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**

Salary:

 \$113.79
 per hour

 \$9,103.20
 bi-weekly

 \$19,723.60
 monthly

 \$236,683.20
 per year

The Regular Salary Range for this position is from a bi-weekly base of \$7,226.40, (\$90.33 per hour) to a bi-weekly maximum of \$9,756.00, (\$121.95 per hour) pursuant to the District's Salary Schedule 4101.A1.

Effective Date for Regular Salary Compensation: January 2, 2023

Payroll Authorization: By:

Raymond Riehle, President, Citrus Height Water District Board of Directors

Date